



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

Regular Meeting--Wednesday, July 13, 1988

at 10:00 A. M.

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

OFFICIAL RECORD.

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

Absent -- Aldermen Langford, Gutierrez.

Call To Order.

On Wednesday, July 13, 1988 at 11:06 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 42.

Quorum present.

Invocation.

Alderman George J. Hagopian (30th Ward) opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CELEBRATION OF 25TH ANNIVERSARY
COMMEMORATING 1963 GREAT MARCH ON
WASHINGTON.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution expressing support for the 25th Anniversary Mobilization, commemorating the 1963 Great March on Washington.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

Thereupon, on motion of Alderman Caldwell, seconded by Alderman Smith, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, In 1963 thousands of Americans gathered in the nation's capital, in what has become known as the Great March on Washington, to demand enactment and enforcement of laws to secure civil rights for all Americans; and

WHEREAS, The New Coalition of Consciousness, which was organized in 1982 and represented more than 700 organizations, brought more than 500,000 concerned persons to the nation's capital in 1983 to observe the twentieth anniversary of the Great March, and to demonstrate support for a legislative agenda for civil and human rights; and

WHEREAS, The 25th Anniversary Mobilization Rally will take place in Washington, D.C., this year in observance of the twenty-fifth anniversary of the Great March, and will

set forth a legislative agenda to address the issues of poverty, joblessness, homelessness and stronger sanctions against apartheid; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do this 13th day of July, 1988, state our support of the 25th Anniversary Mobilization Rally; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Dr. Joseph E. Lowery and Mrs. Coretta Scott King, Co-convenors of the 25th Anniversary Mobilization Rally.

Rules Suspended -- UNITED STATES CONGRESS URGED TO PASS H.R. 4443
ESTABLISHING PERMANENT DR. MARTIN LUTHER KING
FEDERAL HOLIDAY COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution memorializing the United States Congress to pass HR 4443, establishing a permanent Dr. Martin Luther King Federal Holiday Commission.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

Thereupon, on motion of Alderman Smith, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, Reverend Dr. Martin Luther King, Jr., was a brilliant civil rights leader, a distinguished member of the clergy, and a Nobel Laureate; and

WHEREAS, Dr. King's vision of equality of opportunity for all people transformed this country and energized efforts for social justice throughout the world; and

WHEREAS, The Martin Luther King Federal Holiday Commission was established in 1984, and as of this year forty-three states and one hundred foreign countries have made Dr. King's birthday an official holiday; and

WHEREAS, The State of Illinois, through the efforts and inspiration of then State Senator Harold Washington, was the first of the United States to establish Dr. King's birthday as an official holiday; and

WHEREAS, Two decades after Dr. King made the ultimate sacrifice in the cause of social justice, the United States Congress has the opportunity to pay fitting tribute to Dr. King by passage of H.R. 4443; and

WHEREAS, H.R. 4443 if enacted into law will make permanent the Dr. Martin Luther King Federal Holiday Commission and will have Coretta Scott King, Dr. King's widow, serve as a member of the commission for life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do this 13th day of July, 1988, memorialize the United States Congress to honor the memory of Reverend Dr. Martin Luther King, Jr. by passing H.R. 4443; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Representatives and Senators from the State of Illinois; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Coretta Scott King, as an indication of our support for a permanent Dr. Martin Luther King Federal Holiday Commission.

Rules Suspended -- GRATITUDE EXTENDED PRINCIPALS, FACULTIES AND
ADMINISTRATIVE STAFFS OF TRUMAN AND OLIVE-HARVEY
MIDDLE COLLEGES FOR SUCCESSFUL ALTERNATIVE
HIGH SCHOOL PROGRAMS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the faculty and students of Olive-Harvey Middle College and Truman Middle College, for their dedication to academic excellence.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

Thereupon, on motion of Alderman O'Connor, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, The education of our youth is of primary importance to our city and our country as a whole; and

WHEREAS, Salvaging students who have dropped out of school because they cannot develop in a conventional educational environment is paramount to achieving the goal of a totally literate society; and

WHEREAS, Alternative high school programs as personified by Truman Middle College and Olive-Harvey Middle College programs of the City Colleges of Chicago address this end resulting in approximately 70 graduates with 15% of these graduates receiving college scholarships and moreover more than 60 additional students have completed their academic course work and are now preparing to take their final culminating exam; and

WHEREAS, Truman Middle College is only one of two alternative high schools accredited by the North Central Association of Colleges of Schools in Illinois; now, therefore,

Be It Resolved, That we, the Acting Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 13th day of July, A.D., 1988, do hereby memorialize the City Colleges of Chicago's Middle College Programs for effecting a

re-entry into the academic world of students who might have lost one of the most important ingredients needed to be self-sufficient, productive citizens, that being a high school diploma; and

Be It Further Resolved, That we also memorialize the presidents of Truman College and Olive-Harvey College, and the principals, faculties, and administrative staffs of Truman Middle College and Olive-Harvey Middle College for their dedication and sincerity in encouraging the students to understand the need and benefit that will be derived from persevering and completing the program; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Truman Middle College.

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, invited Truman Middle College representatives Ms. Ruth Burgos-Sasscer, Vice President, Mr. H. Thomas O'Hale, Principal, Mr. Robert Palagi, Counselor, Mr. Howard Griffin, and Ms. Anita Gunzolas, to the mayor's rostrum where they were warmly applauded by the Council members and assembled guests.

Placed On File -- APPOINTMENTS AND REAPPOINTMENTS OF
VARIOUS INDIVIDUALS TO MAYOR'S ADVISORY
COUNCIL ON AGING.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have reappointed the following persons to the Mayor's Advisory Council on Aging for terms expiring June 30, 1990:

Joyce Anderson

Ruth Christmas

Julia Flores

Richard Holland

Delinia Jefferson

Daniel Lenihan

Arthur Morimitsu

Richard Picardo.

I have appointed the following persons to said Council for terms expiring June 30, 1990:

Rev. Ellsworth L. Barclay

Oscar Beveridge

Rosemary Flaherty, R.N.

Robert C. Hsu.

I have appointed Esperanza Godinez and Geraldyn Clark to said Council for terms expiring June 30, 1989.

I submit this communication for your information.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Placed On File -- APPOINTMENTS AND REAPPOINTMENTS OF
VARIOUS INDIVIDUALS TO MAYOR'S ADVISORY
COUNCIL ON DISABILITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have reappointed the following persons to the Mayor's Advisory Council on Disability for terms expiring June 30, 1990:

Lois Anderson

Leona Black

Marian Butler

Charlotte Desjardins

Prentice Marsh

Bert Schloss, Ph.D.

Alana Yvonne Smith.

I have appointed the following persons to said Council for terms expiring June 30, 1990:

Marlis Brown

John Robinson

Robin Strasser.

I submit this communication for your information.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MS. MARGARET BURROUGHS
AS COMMISSIONER OF CHICAGO PARK DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Ms. Margaret Burroughs as Commissioner of the Chicago Park District for a term expiring April 25, 1993.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MS. JOAN HALL AS
MEMBER OF ILLINOIS SPORTS FACILITIES
AUTHORITY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have reappointed Ms. Joan Hall a member of the Illinois Sports Facilities Authority Board for a term expiring July 1, 1991.

I submit this communication for your information.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MS. MARLENE RANKIN
TO BOARD OF ETHICS.

The Honorable Eugene Sawyer, Acting 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 Committees, Rules and Ethics:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Ms. Marlene Rankin to the Board of Ethics for a term expiring July 31, 1992.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MS. ANGELES EAMES TO
BOARD OF ETHICS.

The Honorable Eugene Sawyer, Acting 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 Committees, Rules and Ethics:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Ms. Angeles Eames to the Board of Ethics for a term expiring July 31, 1992.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. RUSSELL HARDIN TO
BOARD OF ETHICS.

The Honorable Eugene Sawyer, Acting 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 Committees, Rules and Ethics:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Mr. Russell Hardin to the Board of Ethics to fill the unexpired term of Mr. Donald Benedict which expires July 31, 1990.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MR. WARREN BACON
TO PERSONNEL BOARD.

The Honorable Eugene Sawyer, Acting 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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Mr. Warren Bacon to the Personnel Board of the City of Chicago for a term expiring July 19, 1993.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MR. PETER BYNOE TO
COMMISSION ON CHICAGO LANDMARKS.

The Honorable Eugene Sawyer, Acting 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 Historical Landmark Preservation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Mr. Peter Bynoe to the Commission on Chicago Landmarks for a term expiring March 11, 1991.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. CHARLES SMITH TO
COMMISSION ON CHICAGO LANDMARKS.

The Honorable Eugene Sawyer, Acting 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 Historical Landmark Preservation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Mr. Charles Smith to the Commission on Chicago Landmarks for a term expiring March 11, 1991.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MR. STANLEY JAMES HALLETT
TO COMMUTER RAIL SERVICE BOARD.

The Honorable Eugene Sawyer, Acting 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 Local Transportation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Mr. Stanley James Hallett to the Commuter Rail Service Board for a term expiring June 30, 1992.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. MARTIN R. BINDER AS
DIRECTOR OF REGIONAL TRANSPORTATION
AUTHORITY.

The Honorable Eugene Sawyer, Acting 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 Local Transportation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Mr. Martin R. Binder as a Director of the Regional Transportation Authority for a term expiring July 1, 1992.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF DR. RUSSELL LEVY AS
CHAIRMAN OF BOARD OF MUNICIPAL
INVESTIGATION.

The Honorable Eugene Sawyer, Acting 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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Dr. Russell Levy as Chairman of the Board of Municipal Investigation for a term expiring April 12, 1990.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MS. PEGGY A. HILLMAN
TO BOARD OF MUNICIPAL INVESTIGATION.

The Honorable Eugene Sawyer, Acting 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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Ms. Peggy A. Hillman to the Board of Municipal Investigation for a term expiring April 12, 1991.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MR. JOHN J. PIKARSKI, JR.
TO BOARD OF MUNICIPAL INVESTIGATION.

The Honorable Eugene Sawyer, Acting 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 Police, Fire and Municipal Institutions:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Mr. John J. Pikarski, Jr. to the Board of Municipal Investigation for a term expiring April 12, 1991.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REAPPOINTMENT OF MS. NANCY JEFFERSON
TO CHICAGO POLICE BOARD.

The Honorable Eugene Sawyer, Acting 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 Police, Fire and Municipal Institutions:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby reappoint Ms. Nancy Jefferson to the Chicago Police Board for a term expiring August 10, 1993.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MS. ELLEN DOUGLAS
TO CHICAGO POLICE BOARD.

The Honorable Eugene Sawyer, Acting 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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Ms. Ellen Douglas to the Chicago Police Board to fill the unexpired term of Ms. Aurie Pennick which expires August 10, 1989.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPOINTMENT OF MR. JAMES B. HADDAD
TO CHICAGO POLICE BOARD.

The Honorable Eugene Sawyer, Acting 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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Mr. James B. Haddad to the Chicago Police Board for a term expiring August 10, 1993.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 21
BY ADDITION OF NEW SECTIONS 21-32 THROUGH
21-35 ESTABLISHING CHICAGO COMMISSION
ON LATINO AFFAIRS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 21 of the Municipal Code of Chicago by adding new Sections 21-32 through 21-35, establishing a Chicago Commission on Latino Affairs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF AGREEMENT WITH DE VRY INSTITUTE
OF TECHNOLOGY CONCERNING USE OF PARKING LOT
DURING CERTAIN CHICAGO CUBS BASEBALL GAMES.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the Mayor to execute an agreement between the City of Chicago and DeVry Institute of Technology regarding the use of DeVry's parking lot during certain Chicago Cubs baseball games.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF AGREEMENT WITH BOARD OF
EDUCATION CONCERNING USE OF LANE TECHNICAL
HIGH SCHOOL PARKING LOT DURING CERTAIN
CHICAGO CUBS BASEBALL GAMES.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the Mayor to execute an agreement between the City of Chicago and the Board of Education regarding the use of the parking lot at Lane Technical High School during certain Chicago Cubs baseball games.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- IMPOSITION OF FIVE DOLLAR FEE FOR PARKING IN
REMOTE LOTS OPERATED BY CITY TO FACILITATE
TRAFFIC MANAGEMENT IN WRIGLEY FIELD
AREA DURING CERTAIN BASEBALL
GAMES.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance imposing a charge of five dollars, including parking transaction tax, for parking in lots operated by the City of Chicago as part of the Remote Parking System for traffic management in the neighborhood surrounding Wrigley Field.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF AGREEMENT WITH CHICAGO TRANSIT
AUTHORITY REGARDING USE AND OPERATION OF SPECIAL
WRIGLEY FIELD EXPRESS BUS ROUTE.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the Mayor to execute an agreement between the City of Chicago and the Chicago Transit Authority regarding the use and operation of the newly created Wrigley Field express bus route.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SUBMISSION OF APPLICATION FOR URBAN DEVELOPMENT
ACTION GRANT FOR COUNTRY CLUB CROSSING SHOPPING CENTER.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$415,000 for the Country Club Crossing Shopping Center and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SUBMISSION OF APPLICATION FOR URBAN DEVELOPMENT
ACTION GRANT FOR CHICAGO UNION STATION TRANSIT
AND REHABILITATION PROJECT.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$4,000,000 for the Chicago Union Station Transit and Rehabilitation Project, and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

7/13/88

COMMUNICATIONS, ETC.

14905

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SUBMISSION OF APPLICATION FOR URBAN
DEVELOPMENT ACTION GRANT FOR HOWARD
STREET RETAIL TRANSIT CENTER.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$3,000,000 for the Howard Street Retail Transit Center and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SUBMISSION OF APPLICATION FOR URBAN DEVELOPMENT
ACTION GRANT FOR ENTERPRISE BUSINESS PARK.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$3,185,000 for the Enterprise Business Park, and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- ANNEXATION OF CERTAIN REAL ESTATE KNOWN
AS "WILLOW CREEK" TO CITY OF CHICAGO.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the annexation of the real estate commonly referred to as "Willow Creek" to the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF FIRST AMENDMENT TO EXISTING
WATER SUPPLY CONTRACT WITH VILLAGES OF
WESTCHESTER AND BROADVIEW.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the City of Chicago, subject to the approval of the City Comptroller and of the Corporation Counsel as to form, to enter into and execute a first amendment to the existing Water Supply Contract with the Villages of Westchester and Broadview.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred-- EXECUTION OF FIRST AMENDMENT TO EXISTING WATER
SUPPLY CONTRACT WITH VILLAGE OF WORTH.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the execution of a first amendment to the existing Water Supply Contract with the Village of Worth, subject to the approval of the Commissioner of Water.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred-- EXECUTION OF FIRST AMENDMENT TO EXISTING
WATER SUPPLY CONTRACT WITH JUSTICE-WILLOW
SPRINGS WATER COMMISSION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the execution of a first amendment to the existing Water Supply Contract with the Justice-Willow Springs Water Commission subject to the approval of the Commissioner of Water.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF FIRST AMENDMENT TO EXISTING
WATER SUPPLY CONTRACT WITH VILLAGE
OF MC COOK.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the execution of a first amendment to the existing Water Supply Contract with the Village of McCook, subject to the approval of the Commissioner of Water.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF WATER SUPPLY CONTRACT WITH
CITIZENS UTILITIES COMPANY OF ILLINOIS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute a Water Supply Contract with the Citizens Utilities Company of Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- ISSUANCE OF GENERAL OBLIGATION
TENDER NOTES, SERIES 1988D.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication,

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COMMUNICATIONS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance providing for the issuance of General Obligation Tender Notes, Series 1988D, of the City of Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- ISSUANCE OF LOANS TO NINE RECIPIENTS UNDER
DEPARTMENT OF HOUSING MULTI-FAMILY
REHABILITATION PROGRAM.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the making of nine (9) loans under the Department of Housing Multi-Family Rehabilitation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SUPPLEMENTAL LEVY OF TAXES FOR YEAR
1988 ON ALL CITY OF CHICAGO TAXABLE
PROPERTY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication; which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transit herewith an ordinance authorizing a supplemental levy of taxes in the amount of \$56,357,895 for the year 1988 on all property in the City of Chicago subject to taxation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- RATIFICATION AND EXECUTION OF COLLECTIVE
BARGAINING AGREEMENT WITH AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance ratifying and authorizing execution of a collective bargaining agreement between the City of Chicago and the American Federation of State, County and Municipal Employees, Council 31.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- RATIFICATION AND EXECUTION OF COLLECTIVE
BARGAINING AGREEMENT WITH CHICAGO CROSSING
GUARD ASSOCIATION LOCAL 729, PUBLIC
SERVICE EMPLOYEES LOCAL 46, AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 165.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance ratifying and authorizing execution of a collective bargaining agreement between the City of Chicago and the Chicago Crossing Guard Association Local 729, Service Employees International Union, AFL-CIO; Public Service Employees Union Local 46, Service Employees International Union, AFL-CIO; and Local Union 165, International Brotherhood of Electrical Workers, AFL-CIO.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF CARGO BUILDING AND SITE
AGREEMENT WITH TRANSWORLD AIRLINES,
INCORPORATED FOR PREMISES
AT CHICAGO O'HARE
INTERNATIONAL
AIRPORT.

The Honorable Eugene Sawyer, Acting 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

July 13, 1988.

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

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COMMUNICATIONS, ETC.

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LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing a Cargo Building and Site Agreement with Transworld Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, transmitted herewith is a proposed ordinance authorizing the execution and submittal of a grant application by the City of Chicago to the Federal Aviation Administration, for funding of capital projects at Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, transmitted herewith is a proposed ordinance authorizing the execution and submittal of a grant application by the City of Chicago to the Federal Aviation Administration, for funding of capital projects at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF GRANT OF EASEMENT AGREEMENT
TO AID IN MAINTENANCE OF CHICAGO MIDWAY
AIRPORT APPROACH LIGHT SYSTEM.

The Honorable Eugene Sawyer, Acting 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

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, transmitted herewith is an ordinance authorizing the Commissioner of Aviation to execute a Grant of Easement Agreement and directing the Comptroller to pay the acquisition price from Fund No. 623-8653-540. Said Agreement is necessary for a continuing right of ingress and egress to operate and maintain Light Station 22 + 26 of the Midway Airport Approach Light System.

Your favorable consideration of this matter will be greatly appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION FOR FUNDING OF CERTAIN
PROJECTS AT MERRILL C. MEIGS FIELD.

The Honorable Eugene Sawyer, Acting 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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, transmitted herewith is a proposed ordinance authorizing the execution and submittal of a grant application by the City of Chicago to the Federal Aviation Administration, for funding of the purchase of snow removal equipment and rehabilitation of the seawall (Phase I) for Merrill C. Meigs Field.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL C-2 IN COMMERCIAL DISTRICT
PROJECT CLYBOURN-OGDEN TO WRIGHTWOOD
DEVELOPMENTS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the sale of Parcel C-2 in Commercial District Project Clybourn-Ogden to Wrightwood Developments.

Also enclosed is a certified copy of the resolution adopted by the Commercial District Development Commission at a meeting on May 25, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- GRANT OF EASEMENT TO INDIANA HARBOR BELT
RAILROAD IN FURTHERANCE OF SOUTHWEST RAPID
TRANSIT PROJECT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance granting an easement to the Indiana Harbor Belt Railroad in furtherance of the Southwest Rapid Transit Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- REVIEW BY CORPORATION COUNSEL OF CONVEYANCE
OF PROPERTY FROM WIRE SALES COMPANY AND
RECONVEYANCE OF SAID PROPERTY TO BELT
RAILWAY COMPANY FOR RELOCATION
OF RAILROAD TRACK.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance directing the Corporation Counsel to review a proposed gratuitous conveyance from Wire Sales Company to the City of Chicago. Upon the Corporation Counsel's approval of the conveyance, the Acting Mayor is authorized to accept the property and reconvey it for a nominal amount to the Belt Railway Company for the relocation of railroad track displaced by the Southwest Rapid Transit Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- ACQUISITION OF CERTAIN PROPERTY TO
AID IN IMPROVEMENT OF PORTION OF
EAST 47TH STREET.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance approving the acquisition of property to be used for the purpose of carrying out improvements to East 47th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

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

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

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

The following communication from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of June 30, 1988, which reads as follows:

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

Calculation of fuel adjustment charge for bills issued in July, 1988 related to Rider No. 20.

Calculation of Conservation Program charge for bills issued in July, 1988 related to Rider No. 21.

Commonwealth Edison Company's Current Report on Form 8-K dated May 20, 1988.

Form 8 Amendment No. 1 dated June 17, 1988 to Current Report on Form 8-K."

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 June 9, 1988, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department Of General Services, Real Estate Division.**Disposition Of Vacant City-Owned Properties.*

Referral Number	Ward	Address
88-081-02	31	2057 North Spaulding Avenue
88-082-02	26	2329--2331 West Moffat Street
88-085-02	1	1361 West Chicago Avenue
88-086-02	1	1518 West Superior Street
88-087-02	27	1658 West Walnut Street/233--241 North Paulina Street
88-088-02	37	5145--5151 West Lake Street
88-089-02	29	166 North Lorel Avenue
88-090-02	27	2922 West Madison Street
88-091-02	28	3856--3858 West Monroe Street/17--21 South Springfield Avenue
88-092-02	29	515--517 South Central Avenue
88-093-02	24	3647 West Grenshaw Street
88-094-02	24	1115 South Independence Boulevard
88-095-02	24	1249 South Kedzie Avenue
88-096-02	2	3747 South Lake Park Avenue
88-097-02	2	864--870 East Pershing Road/3864--3872 South Lake Park Avenue
88-098-02	3	436--442 East 46th Place
88-099-02	34	634 West 119th Street
88-101-02	27	201 South Throop Street
88-102-02	27	215 South Throop Street

Referral Number	Ward	Address
88-103-02	2	3638--3640 South Lake Park Avenue
88-104-02	24	4108 West West End Avenue

Illinois Department Of Transportation.

Disposition Of Vacant State-Owned Property.

Referral Number	Ward	Address
88-100-19	35	Northeast corner of Springfield Avenue and Parkview Terrace.

*Placed On File -- ILLINOIS DEPARTMENT OF CORRECTIONS
INSPECTION REPORT OF MUNICIPAL LOCKUPS.*

Also, the annual inspection report of the municipal lockups, submitted by Mr. Gerald O. Long, Deputy Director of the Bureau of Inspections and Audits, Illinois Department of Corrections, which were *Placed on File*.

*Placed On File -- CERTIFICATION AS TO AMOUNT OF ASSESSMENTS
FOR NEW STREET IMPROVEMENT PROGRAMS AT
SPECIFIED LOCATIONS.*

Also, a communication from Mr. Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of July 1, 1988, transmitting certified copies of

amounts of assessments for New Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code, which was *Placed on File*.

Placed On File -- ANNUAL REPORT OF MUNICIPAL EMPLOYEES'
ANNUITY AND BENEFIT FUND.

Also, the Annual Report of the Municipal Employees' Annuity and Benefit Fund of Chicago, for the year ended December 31, 1987, submitted by Mr. Thomas J. Stack, Executive Director, which was *Placed on File*.

Placed On File -- REPORT OF CHICAGO SCHOOL
FINANCE AUTHORITY.

Also, the ninth report of the Chicago School Finance Authority, submitted by Mr. Jerome W. Van Gorkom, Chairman, which was *Placed on File*.

Placed On File -- CITY OF CHICAGO GENERAL PURPOSE FINANCIAL
STATEMENTS FOR YEAR ENDED DECEMBER 31, 1987.

Also, a report filed in the Office of the City Clerk, submitted by Mr. Ronald D. Picur, City Comptroller, transmitting City of Chicago General Purpose Financial Statements for the Year ended December 31, 1987, which was *Placed on File*.

Placed On File -- OATHS OF OFFICE.

Also, the oaths of office of Mr. Handy Lindsey, Mr. Milton Davis and Mr. Robert L. Belcaster as members of the Chicago Housing Authority, filed on July 7, 1988, which were *Placed on File*.

Placed On File -- NOTICE OF TAX LIABILITY AND DETERMINATION
AND ASSESSMENT.

Also, a Notice of Tax Liability and Determination and Assessment received in the City Clerk's office from Ms. Carol F. Franciere, auditor, Department of Revenue, which was *Placed on File*.

Placed On File -- REPORT BY COMMITTEE ON THE BUDGET
AND GOVERNMENT OPERATIONS ON HEARINGS
REGARDING 1988 BUDGET SHORTFALL.

Also, a report from Alderman Lawrence S. Bloom, Chairman of the Committee on the Budget and Government Operations, on the recent neighborhood hearings addressing the 1988 budget shortfall, which was *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTH OF JUNE, 1988.

Also, the City Clerk transmitted the following report received from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File*, and ordered published:

[Voucher payments printed on page 14926 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

June 22, 1988.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on June 22, 1988, and which were required by statute to be published in

(Continued on page 14927)

PERSONAL SERVICES PAID BY VOUCHERS JUNE, 1988

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		JUNE 1988
Kosarek, Donald	5748 S. California	Aviation	Custodial Worker	740	1,530.00	P/M	176.62
Boatner, Leemon F.	10648 S. Green	Fire	Fireman	100	9,878.40	B/P	9,878.40
Crittendon, Linda	8155 S. California	"	"	"	6,621.84	B/P	6,621.84
Delisa, Frank	3609 W. 80th	"	"	"	7,030.80	B/P	7,030.80
Fitzgerald, Walter	6245 W. Belmont	"	"	"	8,296.20	B/P	8,296.20
Kehoe, John R.	4323 N. Oakley	"	"	"	235.21	B/P	235.21
Krajecki, Thomas	5514 N. Mango	"	"	"	7,080.75	B/P	7,080.75
Lestinsky, Joseph	934 W. Wolfram	"	"	"	7,092.00	B/P	7,092.00
Olsen, John	5238 W. Winona	"	"	"	7,030.08	B/P	7,030.08
Rukavina, John	10631 S. Ave D	Inspection Services	Chief Arch. Insp.	"	3,786.00	P/M	32,222.00
Clewis, Richard	5140 W. Marwick	Mayor's Ofc.	Adm. Asst.	"	42,444.00	P/Y	3,537.00
Dorsey, James R.	8048 S. Clyde	"	Staff Asst.	"	35,568.00	P/Y	1,482.00
Randall, Michelle	7319 S. Rhodes	"	Adm. Asst.	"	27,659.00	P/Y	2,712.88
Miskiewski, Mary Ann	2016 N. Clifton	"	Adm. Asst.	"	2,110.00	B/M	2,964.00
Shavers, John	8356 S. Colfax	"	Staff Asst.	"	35,568.00	P/Y	2,964.00
Baker, Edward	8204 S. Essex	Police	Policeman	"	97,260.18	B/P	97,260.18
Forest, Johnson	6420 S. Peoria	"	"	"	1,369.20	B/P	1,369.20
Paluch, Joseph	7233 S. Hamlin	"	"	"	8,870.78	B/P	8,870.78
Payne, Vernon	11814 S. Hale	"	"	"	1,221.12	B/P	1,221.12
Rios, Eric	2833 N. Francisco	"	"	"	19,209.50	B/P	19,209.50

(Continued from page 14925)

book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 8, 1988, 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 June 22, 1988, 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.

June 30, 1988.

(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 June 30, 1988, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 8, 1988, 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 June 30, 1988, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

Referred -- ZONING RECLASSIFICATIONS OF 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:

Banbury Development, Incorporated--to classify as a Residential-Business Planned Development instead of a C2-4 General Commercial District the area shown on Map No. 3-F bounded by

West Maple Street; North Clark Street; a line 300 feet south of and parallel to West Maple Street; the public alley next west of and parallel to North Clark Street.

Marc and Jack Berger--to classify as a C1-3 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 1-G bounded by

a line 40 feet north of and parallel to West Ancona Street; North Carpenter Street; West Ancona Street; and North Aberdeen Street.

Enviro-Technics, Limited--to classify as a B5-1 General Service District instead of an R2 Single-family Residence District, and then to further classify as a Residential-Business Planned Development instead of a B5-1 General Service District the area shown on Map No. 20-J bounded by

West 35th Street; South Kedzie Avenue; West 87th Street (Chicago City Limits); a line 1,204.31 feet west of and parallel to the centerline of South Kedzie Avenue; a line 121.5 feet south of West 85th Street; and a line 232 feet west of and parallel to the centerline of South Kedzie Avenue.

John Gavin--to classify as an R3 General Residence District instead of an R2 Single-family Residence District the area shown on Map No. 11-M bounded by

a line 460.16 feet north of and parallel to West Berteau Avenue; a line 299.50 feet east of and parallel to North Mobile Avenue; a line 380.16 feet north of and parallel to West Berteau Avenue; North Mobile Avenue.

Emil Hageline, Jr. and Frank Ricobene--to classify as a C1-4 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 8-G bounded by

the alley next north of and parallel to West 31st Place; a line 93.2 feet east of and parallel to South Morgan Street; West 31st Place; South Morgan Street.

Harris Trust and Savings Bank--to classify as a Communications Planned Development by supplementing all the B7-7 General Central Business District symbols and indications as shown on Map No. 2-F located at 115 South LaSalle Street (Application No. 10346).

Harris Trust and Savings Bank--to classify as a Communications Planned Development by supplementing all the B7-7 General Central Business District symbols and indications as shown on Map No. 2-F located at 115 South LaSalle Street (Application No. 10347).

Mark J. Horne--to classify as a Residential-Institutional Planned Development instead of a Residential Planned Development the area shown on Map No. 2-G bounded by

a line 420 feet north of West Taylor Street; South Morgan Street; West Taylor Street; and the alley next west of and parallel to South Morgan Street.

Jack Auto Sales--to classify as a C2-1 General Commercial District instead of R3 General Residence and B4-1 Restricted Service Districts the area shown on Map No. 16-H bounded by

West Marquette Road; a line 114.54 feet east of and parallel to South Damen Avenue; the alley next south of and parallel to West Marquette Road; South Damen Avenue.

Jay Javors--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 5-M bounded by

the alley next north of and parallel to West North Avenue; North Melvina Avenue; West North Avenue; a line 131.92 feet west of and parallel to North Melvina Avenue.

Matthew M. Klein--to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 12-N bounded by

a line 76 feet north of and parallel to the alley next north of and parallel to West Archer Avenue; South Narragansett Avenue; the alley next north of and parallel to West Archer Avenue; the alley next west of and parallel to South Narragansett Avenue.

Oren Kovles, Ken Krause, Bruce White and Dave Peterson--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 1-H bounded by

the alley next north of and parallel to West Grand Avenue; a line 200 feet west of and parallel to North Hoyne Avenue; West Grand Avenue; a line 300 feet west of and parallel to North Hoyne Avenue.

Loyola University of Chicago--to classify as Institutional Planned Development No. 34, as amended, instead of Residential Planned Development No. 34, as amended, R4 General Residence, R5 General Residence, R6 General Residence, B2-3 Restricted Retail, B5-4 General Service and C1-3 Restricted Commercial Districts the area shown on Map Nos. 15-G and 17-G bounded by

West Albion Avenue; the alley next west of and parallel to North Sheridan Road; the Chicago, Milwaukee and St. Paul Railway Co. (also reflected as the Chicago Rapid Transit - North Side 'L'); North Sheridan Road; West Albion Avenue; the alley next east of and parallel to North Sheridan Road; the alley next south of and parallel to West Albion Avenue; a line 89.4 feet east of and parallel to the alley next east of and parallel to North Sheridan Road; West Loyola Avenue; a line 189.4 feet east of and parallel to the alley next east of and parallel to North Sheridan Road; the alley next south of and parallel to West Albion Avenue; a line 100 feet west of and parallel to North Winthrop Avenue; West Loyola Avenue; North Winthrop Avenue; the alley next south of and parallel to West Albion Avenue; a line 100 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 286 feet east of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Albion Avenue; a line 350 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 475 feet east of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Albion Avenue; a line 1,581 feet east of and parallel to North Winthrop Avenue; a line 253.6 feet north of and parallel to West Sheridan Road; the alley next east of and parallel to North Winthrop Avenue (extended); a line 250 feet north of and parallel to West Rosemont Avenue; North Kenmore Avenue; a line 50 feet north of and parallel to West Rosemont Avenue; the alley next east of and parallel to North Winthrop Avenue; a line 250 feet north of and parallel to West Rosemont Avenue; North Winthrop Avenue; a line 346.25 feet north of and parallel to West Rosemont Avenue; the Chicago, Milwaukee and St. Paul Railway Co. (also reflected as the Chicago Rapid Transit - North Side 'L'); North Sheridan Road; a line 479 feet north of and parallel to West Devon Avenue; the alley next west of and parallel to North Sheridan Road; West Arthur Avenue; a line 234 feet west of and parallel to North Sheridan Road; the alley next north of and parallel to West Arthur Avenue; the Chicago, Milwaukee and St. Paul Railway Co. (also reflected as the Chicago Rapid Transit - North Side 'L'); a line 300 feet east of and parallel to North Lakewood Avenue (as measured along the north line of West Loyola Avenue); West Loyola Avenue; a line 175 feet east of and parallel to North Lakewood Avenue; the alley next north of and parallel to West Loyola Avenue; the alley next east of and parallel to North Lakewood Avenue; the Chicago, Milwaukee and St. Paul Railway Co. (also reflected as the Chicago Rapid Transit - North Side 'L').

The Lurie Company--to classify as Business Planned Development No. 277, as amended, instead of Business Planned Development No. 277 the area shown on Map No. 2-F bounded by

West Monroe Street; South LaSalle Street, the center line of the alley next south of and parallel with West Monroe Street; and South Wells Street.

John L. Marks--to classify as a Residential-Business Planned Development instead of Business Planned Development No. 371 the area shown on Map No. 1-F bounded by

West Hubbard Street; North Franklin Street; West Kinzie Street; and North Orleans Street.

Manuel Monreal--to classify as a C1-1 Restricted Commercial District instead of R3 General Residence and B4-1 Restricted Service Districts the area shown on Map No. 6-J bounded by

a line 125 feet north of and parallel to West 31st Street; the alley next east of and parallel to South Central Park Avenue; a line 75 feet north of and parallel to West 31st Street; South Drake Avenue; West 31st Street; South Central Park Avenue.

Jacob J. Muller--to classify as an R4 General Residence District instead of a C1-2 Restricted Service District the area shown on Map No. 7-G bounded by

the alley next north of and parallel to West Wrightwood Avenue; a line 49.4 feet east of and parallel to North Wayne Avenue; West Wrightwood Avenue; a line 24.4 feet east of and parallel to North Wayne Avenue.

North Park Group, Incorporated--to classify as an R5 General Residence District instead of Institutional Planned Development No. 144 the area shown on Map No. 3-F bounded by

a line 241.58 feet south of and parallel to West North Avenue; North North Park Avenue; a line 375 feet south of and parallel to West North Avenue; a line 102.2 feet west of and parallel to North North Park Avenue.

David W. Ruttenberg--to classify as a Residential-Business Planned Development instead of B3-3 General Retail and R7 General Residence Districts, the area shown on Map No. 5-F bounded by

a line 223 feet north of West Belden Avenue; North Commonwealth Avenue; West Belden Avenue; North Clark Street; a line from a point 152.57 feet north of West Belden Avenue as measured from the east line of North Clark Street to a point 222 feet west of North Commonwealth Avenue and 199.71 feet north of West Belden Avenue; and a line 222 feet west of North Commonwealth Avenue.

Frank Ward, Sr.--to classify as an M3-4 Heavy Manufacturing District instead of a C4 Motor Freight Terminal the area shown on Map No. 6-G bounded by

a line 900 feet south of and parallel to West Cermak Road; South Loomis Street; a line 1,500 feet south of and parallel to West Cermak Road; South Stetson Canal.

George C. Yost Company, Incorporated--to classify as a B2-1 Restricted Retail District instead of a B1-1 Local Retail District the area shown on Map No. 15-0 bounded by

West Talcott Avenue; a line 205.69 feet east of North Canfield Avenue (as measured along the south line of West Talcott Avenue); a line 189.41 feet long starting at a point 205.69 feet east of North Canfield Avenue (as measured along the south line of West Talcott Avenue) to a point 110.57 feet east of North Canfield Avenue at a point 269.39 feet south of West Talcott Avenue (as measured along the east line of North Canfield Avenue); a line 269.39 feet south of West Talcott Avenue (as measured along the east line of North Canfield Avenue); North Canfield Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Aetna Life and Cas. Co. and Lynn E. Beda, Alejo Miguel, Allstate Ins. Co. (8) Lucy E. Grill, Raymond F. and Charmaine M. Heppner, Titus and Casandra Hughes, Georgia Jindrick, Celina Kossakowska, Patrick Moore, Grant and Iris Smith and Robert Yesko, Alterman Andrea, American Ambassador Cas. Co. and Kenneth J. Jessen, American Family Ins. (2) Andrea Johnson and Gerald L. Housman, Arrow Construction Co.;

Baker Cecile Camille, Barney Gus, Baum Bernard, Blonda Frank D., Booker Mary, Borchardt Ron, Brown Emease, Brzica David Filip;

Calbert Ava J., Cherry Anita M., Chi-Can Freight Forwarding, Ltd., CNA Ins. Co. and Vincent Cirone, Colonial Penn Ins. Co. (2) Alexander Lezell, Emmanuel and Marion Seidner, Cook Darlene K., Coronet Ins. Co. and Mary Catherine and Dave Morgan, Crane Richard;

Daniel Marcy, Dantino Michelle, Donahue Timothy E.;

Eason Veronica E., Elkins Kelvin (2), Ellison Lorenzo;

Falcon Auto Repair, Faron Frank M., Fonder Michael L., Freedman Rick, Frydman Ruth E.;

Gamma Photo Labs Div. of Weiman Co., Inc., Geary Clarence, Geisert Susan E., Gianopolus Stacy L., Golonka Timothy J., Gonzalez Antonio, Grob George and Durell;

Hendericks Harriet V., Henderson Mariah, Henderson Robert, Hernandez Gilberto, Herrera Gabriela, Hester George, Hotel Chateau, Inc., Howell Lena P., Hu Yao-Chung, Hudson Roosevelt (Danny Ford);

Illinois Fair Plan Association and Lillie Carson, Inguez Estela;

Jackson Anthony E., Jiles Bernice, Jones John D.;

Karson Martin Z., Kleffner Alfred F., Kosterlitz Karen Wendy;

Laurino Donald Anthony, Lay Charles K., LeNoir Anglete;

Matlosz Slawomir, May H. Jeffrey, Mayberry Roger, McArthur Darnell and Johanna, Middleton J. C., Mikolitis William, Montgomery Ward Ins. Co. and Charles Glasco, Moore David, Mosby Lorine, Murff Myron C.;

Patras Gregory L., Paus Ronald, Peoples Gas Light and Coke Co. (3), Pernic B., Petke Irene Diamond, Polemi Cassandra J. B., Porzemsky Jerry M., Postley Regina M., Prazza Carl, Prewitt William (Michael Carr);

Rabs Corporation, Richard Geraldine, Rodriguez Carlos, Ross Clyde;

Sachsel Kenneth, Schouten Trijntje C., Shorey Virginia, Smith Ernest, Spiegel Richard M., State Farm Ins. Co. and Jerome J. Satala, Stieve Sarah E. and John;

Temple Sarah E., Titan Security, Ltd, Toman Thomas R., Tommy's Restaurant (Kwong Chiu Tam), Tower Gallery, Inc.;

Vallejo Joseph, Vivas Gerardo Enrique;

Wala Michael, Walschot Teresa, Walton Latel, Wausau Ins. Co. and Dennis Leppin, Westbrook Raymond, Williamson Sandra M.

Referred -- OBJECTION TO SPECIAL SERVICE AREA
NUMBER ELEVEN SERVICES TAX.

Also, a communication from Mr. Lawrence B. Ordower of Ordower and Ordower, P. C. stating their objection to the Special Service Area Number Eleven services tax, which was *Referred to the Committee on Finance*.

Referred -- CITY COUNCIL URGED TO SUPPORT UNITED STATES
SENATE PASSAGE OF DELLUMS-CRANSTON
SOUTH AFRICA SANCTIONS BILL.

Also, a resolution from Mr. James Savolainen and other residents of the fourth and fifth wards urging the City Council to go on record in support of the passage of the Dellums-Cranston anti-apartheid bill (H.R. 1580) setting forth sanctions against South Africa, which was *Referred to the Committee on Intergovernmental Relations*.

Referred -- SETTLEMENTS AND SUITS WITH ENTRIES
OF JUDGMENTS AGAINST CITY.

Also, a report from the Corporation Counsel (filed in the Office of the City Clerk on July 6, 1988) addressed to the City Council (signed by Ms. Jennifer Duncan-Brice, Deputy Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended May, 1988, which was *Referred to the Committee on Finance*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

NEGOTIATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FLOAT
LOAN TO PROVIDENT HOSPITAL FOR SHORT-TERM
FINANCING OF COMMUNITY DEVELOPMENT
ELIGIBLE ACTIVITIES.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The uninterrupted health care service of Provident Hospital is essential to the residents of the southside of Chicago; and

WHEREAS, An emergency exists in the city, in that Provident Hospital ("Hospital") is about to suspend its operations which will severely limit the delivery of health care service to the communities of the southside of Chicago; and

WHEREAS, The City Council of the City of Chicago hereby finds and determines that the interruption or cessation of operations by the Hospital would create a serious and deleterious effect on the health, safety and general welfare of the city and its inhabitants; and

WHEREAS, It is necessary and proper and in the best interests of the city to mitigate such deleterious effects by providing assistance as may be required for the continuation of hospital services; and

WHEREAS, The Hospital is in need of a short-term loan in the amount of Six Million Dollars (\$6,000,000) from the city so that the delivery of health care services at the Hospital may be reinstituted; and

WHEREAS, The city as recipient of Community Development Block Grant Funds ("C.D. Funds") made available pursuant to Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et. seq.) (the "C.D. Act") may currently utilize available but unexpended C.D. Funds (the C.D. Float Funds") for the making of loans (the "C.D. Float Loan") for the short-term interim financing of eligible community development activities, provided that, the city is reasonably assured that in the event the C.D. Float Funds are required for other city programs authorized and approved pursuant to the C.D. Act, such loan will be repaid in a timely fashion to the city; and

WHEREAS, The city has determined that it has \$6,000,000 in available C.D. Funds that can be utilized for a C.D. Float Loan to the Hospital and that it is in the best interests of the city and the public to make a short-term C.D. Float Loan to the Hospital; now, therefore,

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

SECTION 1. The Mayor, or his designee, subject to review and approval as to form and legality by the Corporation Counsel are each hereby authorized to negotiate a loan to the Hospital in an amount not to exceed Six Million Dollars (\$6,000,000), utilizing C.D. Float

Funds, for the purpose of providing short-term financing for community development-eligible activities, as such activities are described in the C.D. Act.

SECTION 2. The C.D. Float Loan shall bear one percent (1%) simple interest. The C.D. Float Loan shall be represented by a promissory note from the Hospital, and shall be for a term of not to exceed two (2) years and shall be secured to the extent legally allowable by any one or more of the following: an irrevocable letter of credit from creditworthy sources; assignment of anticipated payments by the Illinois Department of Public Aid, Cook County Hospital, Blue Cross-Blue Shield, a Health Care Service Corporation of Illinois, and any other third party insurer or contract payments; a security interest, subject only to permitted encumbrances, on all equipment and also all other tangible personal property owned or acquired by the Hospital for the on or in the Hospital; provided that such collateral and or security shall be equal to or in the excess of the original principal amount of the C.D. Float Loan.

SECTION 3. (a) The C.D. Float Loan shall be subject to the above provisions with respect to security and to such other terms and conditions as the Mayor or his designee shall deem to be required to protect the interests of the city in the repayment of such loan.

(b) The C.D. Float Loan shall be subject to the approval of the superior lien rights above all other unsecured and secured creditors as may be ordered by Judge Robert E. Ginsberg or any judge sitting in his stead in the matter *In Re Provident Hospital and Training Association*, 87 B 11069.

SECTION 4. This ordinance shall be effective from and after its passage and approval.

Alderman T. Evans moved to amend the foregoing proposed ordinance as follows:

"I move that the ordinance concerning a Community Development Block Grant Float Loan on behalf of Provident Hospital is hereby amended in Section 2 of the ordinance by deleting the language one percent (1%) and inserting the language three percent (3%)".

The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman T. Evans, the foregoing proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 38.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The uninterrupted health care service of Provident Hospital is essential to the residents of the southside of Chicago; and

WHEREAS, An emergency exists in the city, in that Provident Hospital ("Hospital") is about to suspend its operations which will severely limit the delivery of health care service to the communities of the southside of Chicago; and

WHEREAS, The City Council of the City of Chicago hereby finds and determines that the interruption or cessation of operations by the Hospital would create a serious and deleterious effect on the health, safety and general welfare of the city and its inhabitants; and

WHEREAS, It is necessary and proper and in the best interests of the city to mitigate such deleterious effects by providing assistance as may be required for the continuation of hospital services; and

WHEREAS, The Hospital is in need of a short-term loan in the amount of Six Million Dollars (\$6,000,000) from the city so that the delivery of health care services at the Hospital may be reinstituted; and

WHEREAS, The city as recipient of Community Development Block Grant Funds ("C.D. Funds") made available pursuant to Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "C.D. Act") may currently utilize available but unexpended C.D. Funds (the C.D. Float Funds") for the making of loans (the "C.D. Float Loan") for the short-term interim financing of eligible community development activities, provided that, the city is reasonably assured that in the event the C.D. Float Funds are required for other city programs authorized and approved pursuant to the C.D. Act, such loan will be repaid in a timely fashion to the city; and

WHEREAS, The city has determined that it has \$6,000,000 in available C.D. Funds that can be utilized for a C.D. Float Loan to the Hospital and that it is in the best interests of the city and the public to make a short-term C.D. Float Loan to the Hospital; now, therefore,

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

SECTION 1. The Mayor, or his designee, subject to review and approval as to form and legality by the Corporation Counsel are each hereby authorized to negotiate a loan to the Hospital in an amount not to exceed Six Million Dollars (\$6,000,000), utilizing C.D. Float Funds, for the purpose of providing short-term financing for community development eligible activities, as such activities are described in the C.D. Act.

SECTION 2. The C.D. Float Loan shall bear three percent (3%) [one percent (1%)] simple interest. The C.D. Float Loan shall be represented by a promissory note from the Hospital, and shall be for a term of not to exceed two (2) years and shall be secured to the extent legally allowable by any one or more of the following: an irrevocable letter of credit from creditworthy sources; assignment of anticipated payments by the Illinois Department of Public Aid, Cook County Hospital, Blue Cross-Blue Shield, a Health Care Service Corporation of Illinois, and any other third party insurer or contract payments; a security

interest, subject only to permitted encumbrances, on all equipment and also all other tangible personal property owned or acquired by the Hospital for the on or in the Hospital; provided that such collateral and or security shall be equal to or in the excess of the original principal amount of the C.D. Float Loan.

SECTION 3. (a) The C.D. Float Loan shall be subject to the above provisions with respect to security and to such other terms and conditions as the Mayor or his designee shall deem to be required to protect the interests of the city in the repayment of such loan.

(b) The C.D. Float Loan shall be subject to the approval of the superior lien rights above all other unsecured and secured creditors as may be ordered by Judge Robert E. Ginsberg or any judge sitting in his stead in the matter *In Re Provident Hospital and Training Association*, 87 B 11069.

SECTION 4. This ordinance shall be effective from and after its passage and approval.

CONTINUATION OF SPECIAL ANNUAL SERVICES TAX LEVY
WITHIN SPECIAL SERVICE AREA NUMBER THREE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the continuation of the special annual services tax levy within Special Service Area Number Three located on East 63rd Street, from South Western Avenue to South Central Park Avenue.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 et seq. (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On August 10, 1983, the City Council of the City of Chicago adopted an ordinance proposing Special Service Area Number 3; and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago adopted an ordinance creating said Special Service Area Number 3 (the "area"); and

WHEREAS, The ordinance creating Special Service Area Number 3 authorized the levy of a special annual services tax (the "services tax") on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, Said services tax has heretofore been levied in addition to and in excess of all other taxes levied and extended against all taxable property within Special Service Area Number 3 in an amount sufficient to provide revenues required for the furnishing of said special services; provided said services tax not exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the equalized assessed value of the taxable property within Special Service Area Number 3; and

WHEREAS, The term of the levy of said services tax within Special Service Area Number 3 consisted of five years; and

WHEREAS, On May 25, 1988, the City Council of the City of Chicago adopted an ordinance proposing the continuation of the levy of the services tax within said area; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on June 21, 1988, at which hearing the continuation of the levy of the services tax within Special Service Area Number 3 was considered and all interested persons affected thereby were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After considering the data as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to authorize the continuation of the levy of the services tax within Special Service Area Number 3 for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal shopping district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area has and will continue to benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the levy of the services tax against said area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. There is hereby authorized the continuation of the levy of a special annual services tax (the "services tax") upon the taxable property within the area located within the City of Chicago known and designated as "City of Chicago Special Service Area Number 3". Said area consists of the territory within the area described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made part hereof as Exhibit 2.

SECTION 3. The purpose of Special Service Area Number 3 is to provide special services to the area in addition to services provided by and to the city generally; said services to include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The services tax authorized to be levied against the taxable property included within Special Service Area Number 3 shall be levied in an amount sufficient to produce revenues required to provide special services in the area. Said services tax shall not exceed the sum of one and twenty-five one hundredths percent (1.25%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Southwest Business Growth Area Commission, as described in Section 4 hereof.

SECTION 4. The Southwest Business Growth Area Commission consisting of nine members is hereby continued (the "Commission"). Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Marquette Manor Chamber of Commerce, the Chicago-Lawn Chamber of Commerce and the Greater Southwest Development Corporation. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Marquette Manor Chamber of Commerce, the Chicago-Lawn Chamber of Commerce and the Greater Southwest Development Corporation. Each successor so appointed shall serve for the remaining term for which he/she was appointed.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three consecutive one year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special

services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 5. The effective date for the commencement of the services tax authorized to be levied to provide for special services within Special Service Area Number 3 shall be the 1st day of January, 1989, unless within 60 days from June 21, 1988, a petition signed by at least 51% of the electors residing within Special Service Area Number 3 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of June 21, 1988, objecting to the continuation of the levy of the services tax in Special Service Area Number 3, is filed with the City Clerk, in which instance no such tax shall be levied.

SECTION 6. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 7. This ordinance shall become effective from and after its passage.

[Exhibits 1 and 2 printed on pages 14942 through
14989 of this Journal.]

CREATION OF SPECIAL SERVICE AREA NUMBER EIGHT AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing the creation of Special Service Area Number Eight and the levy of a special annual services tax in an area generally bounded by West Diversey Parkway, North Broadway and North Halsted Street.

On motion of Alderman T. Evans, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

(Continued on page 14990)

Exhibit 1
(Page 1 of 47)

Special Savings Area #3
(63rd/2nd/3rd)

Listing of Owners of Parcel/Legal Descriptions

(1)	19-13-324-003	Lot forty-one (41) in Block thirteen (13) in Cobe and McKinnon's 63rd St. and Kadzie Ave. subdivision of the West half (W 1/2) of the Southwest Quarter (SW 1/4) of Section thirteen (13), Township thirty-eight (38) North Range thirteen (13), East of the Third Principal Meridian in Cook County Illinois.
(2-9)	19-13-324-004, 005,006,007, 008,009,010 & 011	Lots 33,34,35,36,37,38,39 and 40 in Block 13 in Cobe and McKinnons 63rd Street and Kadzie Avenue Subdivision of the West half of the South West quarter of Section 13, Township 38 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois.
(10, 11)	19-13-324-012, 013	Lots thirty-one (31) and thirty-two (32) in Block thirteen (13) in Cobe and McKinnon's 63rd Street and Kadzie Ave. Subdivision of the West half (W 1/2) of the South West quarter (SW 1/4) of Section thirteen (13) Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
(12)	19-13-324-014	Lot 30 in Block 13 in Cobe and McKinnon's 63rd Street and Kadzie Ave. Subdivision of the west 1/2 of the south west 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(13)	19-13-324-015	Lots 26,27,28 and 29 in Block 13 in Cobe and McKinnon's 63rd and Kadzie Avenue Subdivision of the West 1/2 of the South West Quarter 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(14)	19-13-324-028	Lots 24 and 25 and that part of Lot 23 described as follows: Commencing at the Northwest corner of Lot 23: thence East along the North line of said Lot 2 feet, 10 1/2 inches; thence South 48 feet, 9 inches, to a point 2 feet 11 inches East of the West line said lot; thence east and parallel to the North line of said lot 3 feet, 1 inch; thence South 76 feet 3 inches to a point on the South line of said lot, 5 feet 11 3/8 inches East of the Southwest corner of said lot; thence West along South line said lot, 5 feet 11 3/8 inches to the South/West corner of said lot; thence North along the West line of said lot to the place of beginning; all in Block 13 in Cobe and McKinnon's 63rd Street and Kadzie Avenue subdivision of the West half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian.

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(15) 19-13-324-029

Lot 23 except that part described as follows: Commencing at the Northwest corner of Lot 23, thence East along the North line 2'-10 1/2"; thence South 48'-9" to a point 2'-11" East of the West line of said lot; thence East and parallel to the North line of said Lot 3'-1"; thence South 76'-3" to a point on the South line of said Lot 5'-11 3/8" East of the Southwest corner of said lot; thence West along the South line of said Lot to the Southwest corner of said lot; thence North along the West line of said lot to the point of beginning; all of Lot 22 and that part of Lot 21 described as follows: Commencing at the Northwest corner of Lot 21, thence East along the North line 11'-10 5/8"; thence South and parallel to the West line of said Lot 32'-10 3/8"; thence West 10'-9 3/8" to a point 32'-6 1/2" South of the North line of said Lot and 1'-1 3/8" East of the West line of said lot; thence South and parallel to the West line of said Lot 9'-8 3/8"; thence East 1'-5 1/4" to a point 42'-2 7/8" South of the North line of said lot and 2'-6 5/8" East of the West line of said lot; then South and parallel to the West line of said Lot 3'-2 3/8"; thence West 2'-6 5/8" to a point on the West line of said Lot 45'-5 1/4" South of the Northwest corner of said Lot; thence North along the West line of said Lot to the point of beginning; all in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West 1/2 of the south west 1/4 of section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Subject to Easement over the East 5.50' of the South 30.30' of lot 22 from street level (+ 25.70 City of Chicago Datum to high point of skylight (-52.30))

(16) 19-13-324-030

Parcel 1:
Lot 20 in Block 13 in Cobe and McKinnon 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and that part of Lots 21 and 22 in aforesaid Block 13 described as follows: Commencing at the South East corner of aforesaid Lot 21, thence North in its East line a distance of 125.0 feet to its North East corner; thence West in the North line of aforesaid Lot 21 a distance of 13.45 feet to a point that is 11.55 feet East of the Northeast corner of aforesaid Lot 21; thence South in the Center line of a brick wall (whose parapet measures .58 feet) and its prolongation North a distance of 32.57 feet to a point 0.34 feet North of the South face of a brick wall; then West in the center line of a brick wall (whose parapet measures 0.68 feet) and its prolongation East and West a distance of 10.96 feet to the center line of the prolongation North and South of a brick wall (whose parapet measures 1.04 feet); thence South in last described center line a distance of 10.37 feet to a point

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0.33 feet 0.33 feet South of the North face of a Brick Chimney, thence West in a line 0.33 feet South of the North face of aforesaid chimney a distance of 0.89 feet to a point in the prolongation North and South of the center line of a Brick Wall (whose present measure is 5.06 feet) (last described center line being 0.34 feet West of the East line of Lot 22 in aforesaid Block 13); thence South in last described center line being 0.34 feet West of the East line of Lot 22 in aforesaid Block 13, thence South in last described center line (the North 2.86 feet being 0.34 feet East of and parallel to the West face of aforesaid Lot 22; thence East in the South line of aforesaid Lots 21 and 22 a distance of 25.34 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Easement appurtenant to and for the exclusive benefit of Parcel 1 over the East 5.50 feet of the South 10.20 feet of Lot 22 (except that part thereof falling in parcel 1) in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois for the use of stairway from sidewalk (Chicago City Datum) to skylight level of 52.00 feet (City of Chicago Datum)

Parcel 1 is subject to party wall and party wall rights.

(17- 19-13-324-031,
19) 032, 033

Lots 16, 17, 18 and 19 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(20) 19-13-324-034

The South 11 feet of Lot 42 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(21) 19-13-324-035

Lot 42 (except the South 11 feet) and all of Lot 43 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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- (22, 23) 19-13-325-029, 030
- Lots 24 & 25 Block 14 in Cobe and McKinnon's 63rd St. and Kadzie Ave. Subdivision of West 1/2 of South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (24) 19-13-325-031
- Lot twenty three (23) in Block Fourteen (14) in Cobe and McKinnon's sixty third Street and Kadzie Ave Subdivision of the West half of the south west quarter of section thirteen (13), township thirty eight (38) north, range thirteen (13), east of the third principal meridian, in Cook County, Illinois.
- (25) 19-13-325-032
- Lot twenty two (22) in block fourteen (14) in Cobe and McKinnon's 63rd Street and Kadzie Avenue Subdivision of the West half of the South West quarter of Section thirteen (13), township thirty eight (38) north, Range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois.
- (26) 19-13-325-033
- Lot 21 in Block 14 in Cobe and McKinnon 63rd Street and Kadzie Ave. Subdivision of the West 1/2 of the North West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (27) 19-13-325-034
- Lots 18, 19 & 20 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, IL.
- (28) 19-13-325-035
- Lots 16, and 17 in Block 14 in Cobe and McKinnon's 63rd Street and Kadzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, IL.
- (29) 19-13-326-030
- Lots Twenty-four (24) and Twenty-five (25) in Block fifteen (15) in Cobe and McKinnon's Sixty-third Street and Kadzie Avenue Subdivision of the West half 1/2 of the Southwest quarter 1/4 of Section thirteen (13) Township Thirty eight (38) North, Range thirteen (13), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois
- (30) 19-13-326-031
- Lot Twenty-three (23) in Block Fifteen (15) in Cobe and McKinnon's sixty third (63rd) Street and Kadzie Ave. subdivision of the west half (w 1/2) of the South West quarter (sw 1/4) of section thirteen (13), township thirty-eight (38) north range thirteen (13), east of the third (3rd) Principal Meridian.

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- (31) 19-13-326-032 Lots 21 and 22 in Block 15 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West 1/2 of the South west quarter of the Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (32) 19-13-326-033 Lot Twenty (20) in Block fifteen (15) in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West half (w/2) of the South west quarter (sw1/4) of Section thirteen (13), Township thirty-eight (38) north, Range Thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois
- (33) 19-13-326-034 Lots 16 to 19 inclusive in Block 15 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the Southwest quarter of Section 13, Township 38 North, Range 13, east of the third Principal Meridian
- (34) 19-13-327-030 Lots 24 and 25 in Block 16 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, IL. also Lots 24 and 25 in Block 13 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.
- (35) 19-13-327-031 Lot 23 in Block 16 in Cobe and McKinnon 63rd Street and Kedzie Ave. Subdivision of the West half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County Illinois.
- (36) 19-13-327-032 Lots 21 and 22 in Block 16, Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the west 1/2 of the Southwest 1/4 in section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in the City of Chicago in Cook County, Illinois.
- (37) 19-13-327-033 Lot 20 Block 16 in Cobe and McKinnon's 63rd St. & Kedzie Ave. Subdivision of West 1/2 of South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian.
- (38) 19-13-327-038 Lots 16, 17, 18 and 19 in Block 16 in Cobe and McKinnon's 63rd St. and Kedzie Avenue. Subdivision of the west half of the Southwest 1/4 of Section 13, Township 38 north, range 13, east of the third Principal Meridian in Cook County, Illinois.

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(39) 19-11-328-031

Lots 24 and 25 in Block 13 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half (1/2) of the South West Quarter (1/4) of Section 13, Township 28 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

(40) 19-11-328-032

Lot 23 in Block 13 in Cobe and McKinnon 63rd St. and Sacramento Ave. Subdivision of the east half of the southwest quarter of Section 13, Township 28 North, Range 13 East of the Third Principal Meridian, in Cook County, IL.

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- (41) 19-13-328-033 Lot 22 in Block 13 in Cobe & McKinnon's 63rd and Sacramento Avenue Subdivision of the East Half of the Southwest Quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (42, 19-13-328-034,
43) 035 Lots 18, 19, 20 and 21, in Block 13, in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (44) 19-13-328-038 Lots 16 and 17 in block 13 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (45) 19-13-329-029 Lots Twenty-four (24) and Twenty-five (25) in Block Fourteen (14) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half (E, 1/2) of the South West Quarter (SW 1/4) of Section Thirteen (13), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
- (46) 19-13-329-030 Lot 23 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (47- 19-13-329-031,
49) 032, 033 Lots Twenty (20), Twenty-One (21), and Twenty-two (22) in Block Fourteen (14) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half (1/2) of the South West Quarter (SW 1/4) of Section Thirteen (13), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois
- (50) 19-13-329-034 Lot 19 in Block 14 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (51- 19-13-329-035,
53) 036, 037 Lots 16, 17 and 18 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (54, 19-13-330-030,
55) 031 Lots 24 & 25 in Block 15 in Cobe and McKinnon's 63rd Street & Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

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- (56) 19-13-330-032 Lot Twenty-three (23) in Block Fifteen (15) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half (E 1/2) of the South West Quarter (SW 1/4) of Section Thirteen (13) Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois
- (57) 19-13-330-033 Lot 22 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (58) 19-13-330-034 Lot 21 in Block 15 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (59) 19-13-330-035,
60) 036 Lots 19 and 20 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois
- (61) 19-13-330-037 Lot 18 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (62) 19-13-330-038 Lots Sixteen (16) and Seventeen (17) in Block Fifteen (15) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West Quarter of Section Thirteen (13), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County Illinois
- (63) 19-13-331-031 Lot 25 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (64) 19-13-331-032 Lot 24 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (65) 19-13-331-033 Lot Twenty three (23) in Block sixteen (16) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, Cook County, Illinois
- (66) 19-13-331-034 Lot 22 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian

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in Cook County, Illinois.

- (67) 19-13-331-035 Lot 21 in Block 16 in Cobe & McKinnons 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (68) 19-13-331-036 Lot twenty (20) in Block sixteen (16) Cobe and McKinnons 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois
- (69) 19-13-331-037 Lot 19 in Block 16 in Cobe & McKinnons 63rd and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (70) 19-13-331-038 Lot 18 in Block 16 in Cobe & McKinnons 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (71) 19-13-331-039,
72) 340 Lots 16 and 17 in Block 16 in Cobe and McKinnons 63rd and Sacramento Avenue, subdivision of the East half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (73) 19-13-423-020 Lots 1 and 2 in Block 1 in Cobe and McKinnons 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 13, Township 38 North, Range 13, and of the Northeast quarter of the Northeast quarter of Section 24 Township 38 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois
- (74- 19-13-423-021,
77) 022, 023, 024 Lots 3, 4, 5 and 6 in Block One in Cobe McKinnons 63rd Street Subdivision of Southeast Quarter of Southeast Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and Northeast Quarter of Northeast Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (78- 19-13-423-025,
83) 026, 027, 028, 029, 030 Lots 7 to 15 inclusive in Block 1 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range East of the Third Principal Meridian, Cook County, Illinois

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- (84) 19-13-423-031
Lots 16 and 17 in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of South East 1/4 of Section 13 and of North East 1/4 of North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
- (85) 19-13-423-032
Lot 18 in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, Township 38, North, Range 13 East of the Third Principal Meridian the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (86 - 19-13-423-033,
90) 034, 035, 036, &
037
Lots 19, 20, 21, 22, 23 and 24 in Block 1 Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (91, 19-13-424-031 &
92) 032
Lots 24 and 25 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (93) 19-13-424-033
Lot 23 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (94) 19-13-424-034
Lot 22 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West Half of the South East Quarter of Section Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (95, 19-13-424-035,
96, & 036
Lots twenty (20) and twenty-one (21) in Block thirteen (13) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
- (97) 19-13-424-037
Lot 19 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian.
- (98) 19-13-424-038
Lot 18 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the Southeast quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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- (100) 19-13-424-041, &
042
- (101) 19-13-425-001
- (102) 19-13-426-031, &
(103) 032
- (104) 19-13-426-033
- (105) 19-13-426-034
- (106) 19-13-426-035
- (107) 19-13-426-036
- (108) 19-13-426-037
- (109) 19-13-426-038
- Lots Sixteen (16) and Seventeen (17) in Block Thirteen (13) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section Thirteen (13), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.
- Block fourteen (14) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half (W 1/2) of the South East quarter (SE 1/4) of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
- Lots 24 and 25 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- Lot 23 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- Lot (22) in Block (15) in Cobe and McKinnon's 63rd and California Ave, A subdivision of the West (1/2) of the South East (1/4) of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- Lots twenty (20) and twenty one (21) in Block fifteen (15) in Cobe and McKinnon's Sixty-Third and California Avenue Subdivision of the West half of South East quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian:
- Lot 19 in Block 15 in Cobe & McKinnon's 63rd Street and California Avenue Subdivision, being a subdivision of the West 1/2 of Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- Lot 18 in Block 15 in Cobe & McKinnon's 63rd Street & California Avenue Subdivision of the West half of the Southeast Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian.
- Lots 16 and 17 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range East of the Third Principal Meridian, in Cook County, Illinois.

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(110) 19-13-427-030, &
(111) 031

Lots 24 and 25 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(112) 19-13-427-032

Lot twenty-three (23), in Block sixteen (16), in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half (W 1/2), of the South East quarter (S.E. 1/4), of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.

(113) 19-13-427-033

Lot twenty two (22) in block sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section thirteen (13), Township thirty-eight (38) North Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois.

(114) 19-13-427-034

Lot Twenty-one (21) in Block sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Thirteen (13), Township Thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.

(115) 19-13-427-035

Lot 20 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the Southeast quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(116) 19-13-427-036

Lot Nineteen (19) in Block Sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue subdivision of the West Half (W 1/2) of the South East Quarter (SE 1/4) of Section Thirteen (13), Township Thirty-Eight (38) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian.

(117) 19-13-427-037

Lot 18 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

(118) 19-13-427-040

Lots 16 and 17 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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(119, 19-13-428-030, &
120) 031

Lots twenty four (24) and twenty five (25) in Block five (5) in Cobe and McKinnon's 63rd Street Subdivision of fractional Sections thirteen (13) and twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois.

(121) 19-13-428-032

Lot twenty-three (23) in Block five (5) in Cobe and McKinnon's 63rd Street Subdivision of the South East Quarter of the South East Quarter of Section thirteen (13) and the North East Quarter of the North East Quarter of Section twenty-four (24), all in Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.

(122) 19-13-428-033

Lot 22 in Block 5 in Cobe and McKinnon 63rd Street Subdivision of the South East Quarter of the South East quarter of Section 13, and the North East Quarter of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(123) 19-13-428-034

Lot twenty-one (21) in Block five (5) in Cobe & McKinnon's 63rd Street Subdivision of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirteen (13) and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section twenty-four (24), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.

(124, 19-13-428-035, &
125) 036

Lots 17, 18, 19, and 20 in Block 5 in Cobe and McKinnon's 63rd Street Subdivision of the South East Quarter of the South East Quarter of section 13 and the Northeast Quarter of the Northeast Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(126) 19-13-428-037

Lot sixteen (16) in Block five (5) in Cobe and McKinnon's Sixty Third Street Subdivision of the South East Quarter of the South East Quarter of Section thirteen (13), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian and the North East Quarter of the North East Quarter of Section twenty four (24) Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.

(127, 19-13-429-030, &
128) 031

Lots 24 and 25 in Block 6 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third

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	<u>Principal Meridian in Cook County, Illinois</u>
(129, 19-13-429-032, & 130, 033, 035 132)	Lots 20, 22, and 23 in Block 6 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(131) 19-13-429-034	Lot 21 in Block 6 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(133, 19-13-429-036, & 134) 037	Lots 18 and 19 in Block 6 in Cobe and McKinnon's 63rd Street subdivision of the South East 1/4 of the South East 1/4 of Section 13, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(135) 19-13-429-038	Lots 16 and 17 in Block 6 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(136, 19-13-430-027, & 137) 028	Lot 24 and 25 in Block 7 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13 and North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, all in Cook County Illinois.
(138) 19-13-430-029	Lots 21, 22 & 23 in Block 7 in Cobe McKinnon's 63rd Street subdivision of South East quarter of South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois and the Northeast quarter of North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(139) 19-13-430-030	Lot twenty (20) in Block Seven (7) in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter (S.E. 1/4) of the South East quarter (S.E. 1/4) of Section Thirteen (13), and the North East quarter (N.E. 1/4) of the North East quarter (N.E. 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

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(140) 19-13-430-031

Lot 19 in Block 7 in Cobe & McKinnon's 63rd Street Subdivision of the South East Quarter of the South East quarter of Section 13 and of the North East quarter of the North East quarter of Section 24, all in Township 38 North, Range 13, East of the Third Principal Meridian.

(141) 19-13-430-032

Lot 18 in Block 7 in Cobe and McKinnon's 63rd Street Subdivision of South East 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

(142, 19-13-430-033, &
143) 034

Lots 16 and 17 in Block 7 in Cobe and McKinnon's 63rd Street subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

(144 19-13-431-015,6
to 016,017,018,
150) 019,020, and
021

Lots 1,2,3,4,5,6, and 7 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13 and the Northeast 1/4 of the Northeast 1/4 of Section 24, all in Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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(131) 19-13-431-022

Lot 8 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(132) 19-13-431-023

Lot 9 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, Township 38 North, Range 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(133) 19-13-431-024

e. Lot 10 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13 and the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(134) 19-13-431-025

Lots 11 and 12 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(135) 19-13-431-026

Lot 13 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision being a Subdivision of the South East quarter of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois and of the North East quarter of the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(136) 19-13-431-027

Lot 14 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(137) 19-13-431-028

Lot 15 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 13, and of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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(158) 19-13-431-029

Parcel #1-Lots 16, 17, and 18 in Block 3 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24 Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(159) 19-13-431-030,
160) & 031

Lots 27 and 28 in Block 3 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast quarter of the South East quarter of Section 13 and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County Illinois.

(161) 19-13-431-032
162) & 033

Lots 25 and 26 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

(163) 19-13-431-034,
164) & 035

Lots 23 and 24 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

(165) 19-13-431-036

Lots 19 to 22, Both inclusive in Cobe and McKinnon's 63rd Street Subdivision in the South East 1/4 of the South East 1/4 Section 13 East of the Third Principal Meridian, in Cook County, Illinois and the North East 1/4 of the North East 1/4 of Section 24 all in 38-13 East of the Third Principal Meridian, in Cook County, Illinois.

(166) 19-14-427-015

Lots 68, 69, 70, 71 and 72 in Wilson P. Conover's Subdivision of the South half of Block 9 and all of Block 16 (except the South 132 feet of the West 110 feet of the North half thereof) in Webb's Subdivision of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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(167) 19-14-427-037

Lots One (1) to Five (5) in the Resubdivision of Lots Seventy-three (73) to Seventy-seven (77) inclusive, Lot 78 and the vacated alley lying west of and adjoining Lots One (1) to Five (5) in Wilson P. Conover's Subdivision of the South Half of Block Nine (9) and all of Block 16 (except the South One-Hundred and Thirty-Two (132) feet of the West One-Hundred and Ten feet of the North Half of Block Sixteen) in Webb's Subdivision of the South East Quarter of Section Fourteen (14) Township Thirty-Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.

(168-19-14-428-020,
171) 021,022,023

Lots 24, 25, 26, and 27 in Block 4 in Eberhart and Rammonds subdivision of all the lands West of Eberhart Avenue in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

(172) 19-14-428-024

Lots 28 and 29 in Block 4 in Eberhart and Hammond's Subdivision of all of the land West of Eberhart Avenue in the South West 1/4 of the South East 1/4 in James Webb's Subdivision of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(173) 19-14-428-025

Lot 30 in Block 4 in Eberhart and Hammond's Subdivision of all lands West of Eberhart Avenue in the South West quarter of the South East quarter in James Webb's Subdivision of the Southeast quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(174- 19-14-428-026,
176) 027,028

Lots thirty-one (31), thirty-two (32), and thirty-three (33), in Block Four (4) in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the South West quarter of the South East quarter of Section fourteen (14), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

(177) 19-14-428-029

Lot 34 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the South West quarter of the South East quarter Section fourteen (14) Township Thirty-Eight North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(178) 19-14-428-030

Lot 35 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue, in the South West 1/4 of the South East 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian.

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(179, 19-14-428-031,
180) & 032

Lots 36, 37, 38 and 39 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the Southwest quarter of the Southeast quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(181) 19-14-428-033

Lot 40 and Lot 41 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the South West quarter of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(182) 19-14-428-034

Lot 42 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the Southwest quarter of the Southeast quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian;

(183) 19-14-428-039

Lots 43, 44, 45 and 46 in Block 4 in Eberhart and Hammond's Subdivision of all land West of Eberhart Avenue (now St. Louis Avenue) in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(184) 19-14-429-020

Lots seventy three (73), seventy four (74), seventy five (75) and seventy six (76) in Block fourteen (14) in James Webb's Subdivision of the South East quarter of Section fourteen (14) Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.

(185) 19-14-429-021

Lot 77 in Block 14 in James Webb's subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(186) 19-14-429-022

Lot seventy eight (78) in Block fourteen (14) in James Webb's subdivision of the South East quarter of Section fourteen (14), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian.

(187) 19-14-429-023

Lot 79 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois.

(188- 19-14-429-024,
190) & 025, 026

Lots Eighty (80), Eighty-one (81) and Eighty-two (82) (except the East 26/100 feet) in Block 14 in James Webb's subdivision of the South East quarter of Section fourteen (14), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

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- (191) 19-14-429-027 Lot 83 and the East 25/100 feet of Lot 82 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (192) 19-14-429-028 Lot 84 in Block 14 in James Webb's subdivision of the South East quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (193) 19-14-429-029 Lot 85 in Block 14 in James Webb's subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (194) 19-14-429-030 Lot 86 in Block 14 in James Webb's Subdivision of the Southeast quarter (1/4) of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (195) 19-14-429-031 Lot eighty seven (87) in Block fourteen (14) in James Webb's Subdivision of the South East Quarter of Section fourteen (14), Township Thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian,
- (196) 19-14-429-032 Lot 88 in Block 14 in James Webb's Subdivision of the Southeast quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (197) 19-14-429-033 Lot 89 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (198) 19-14-429-034 Lot Ninety (90) in Block fourteen (14) in James Webb's Subdivision of the Southeast quarter of Section Fourteen (14), Township thirty eight (38) North, Range Thirteen (13) East of the Third Principal Meridian
- (199) 19-14-429-035 Lot Ninety One (91) in Block Fourteen (14) in James Webb's Subdivision of the South East quarter of Section Fourteen (14), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
- (200) 19-14-429-036 Lots 92 to 96 both inclusive in Block 14 in James Webb's subdivision of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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- (201) 19-14-430-020 Lot 25 in the Subdivision of the South 1/2 of Block 15 in Webb's Subdivision of the South East 1/4 of Section 14, Township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois, excepting therefrom that part if any falling in Roman Ave. and 63rd Street.
- (202) 19-14-430-021 Lot 26 in the subdivision of the south half of block 15 in Webb's subdivision of the southeast quarter of section 14, township 38 north range 13, east of the Third Principal Meridian in Cook County Illinois.
- (203) 19-14-430-022 Lot 27 in subdivision of the south half of block 15 in James Webb subdivision of the southeast quarter of section 14 township 38 north, range 13, east of the Third Principal Meridian, in Cook County Illinois
- (204) 19-14-430-023 Lot 28 in subdivision of the south 1/2 of block 15 in Webb subdivision in the southeast 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, IL.
- (205) 19-14-430-024 Lot 29 in Block 15 in subdivision of the south half (1/2) of Block 15 in Webb's subdivision of the south east quarter (1/4) of section 14, township 38 north, range 13, east of the Third Principal Meridian, known as 3348 West 63rd Street.
- (206) 19-14-430-025 Lot 30 and Lot 31 in the subdivision of the south 1/2 of block 15, in Webb's subdivision of the southeast 1/4 of section 14, township 38 north, range 13 east of the third principal meridian in Cook County, Illinois.
- (207) 19-14-430-026 Lot thirty-two (32) in the subdivision of the south half of block fifteen (15) in James Webb's subdivision, of the south east quarter (se 1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian.
- (208) 19-14-403-027 Lot 33 in the subdivision of the south half of block 15 in Webb's subdivision of the south east quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois.
- (209) 19-14-430-028 Lot 34 in subdivision of the south 1/2 of block 15 in Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, IL.

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(210 & 211)	19-14-430-029, 030	Lot thirty-five (35) and Lot thirty-six (36) in the subdivision of the south half (1/2) of block fifteen (15), in Webb's subdivision of the south east quarter (1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois
(212)	19-14-430-031	Lot thirty-seven (37) in subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the south east quarter (1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois
(213)	19-14-430-032	Lots 38 and 39 in the subdivision of the south half of Block 15 in Webb's subdivision of the south east quarter of section 14, township 38 north, range thirteen east of the Third Principal Meridian in Cook County, Illinois
(214)	19-14-430-033	Lot forty (40) in the subdivision of the south half of block fifteen (15) in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of Third Principal Meridian
(215)	19-14-430-034	Lot 41 in the subdivision of the south 1/2 of block 15 in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
(216)	19-14-430-035	Lot 42 in subdivision of the south half of block 15 in James Webb's subdivision of the south east quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
(217)	19-14-430-036	Lot forty-three (43) in the subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the South East quarter (1/4) of Section 14, township 38 north, range 13, east of the Third Principal Meridian
(218)	19-14-430-037	Lot forty-four (44), Lot forty-five (45) in the subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the southeast quarter (1/4) of section 14, town 38 north, range 13, east of the Third Principal Meridian
(219)	19-14-430-038	Lots 46, 47 and 48 in the subdivision of the south 1/2 of block 15 in Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois

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- 220) 19-14-431-014
- Lots one (1), two (2), three (3), four (4), and five (5) in Britigan's resub-division of lots 111 to 115 both in-clusive in Wilson P. Conover's subdivi-sion of the south half (s 1/2) of block nine (9) and all of block sixteen (16) (except the south 132 feet of the West 110 feet of the North half (N 1/2) of block sixteen (16) in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian in Cook County, Illinois
- 221) 19-14-431-030
- Parcel 1: Lots 122 and 123 in Wilson P. Conover subdivision of south 1/2 of Block 9 and (except the south 132 feet of the west 110 feet of the north 1/2) of block 16 in James Webb's subdivision of south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
- Parcel 2: Lots 16, 17 and 18 in block 1 in Eberhart's subdivision of blocks 1 & 2 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- 222) 19-14-431-031
- Lots 120 and 121 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16) in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois
- 223) 19-14-431-032
- Lots 116, 117, 118 and 119 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16) in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois
- 224 & 19-14-431-034,
226) 037
- Lots 124, 125, 126, 130 and 131 in Wilson P. Conover's subdivision of the south half (s 1/2) of block nine (9) and all of block sixteen (16) (except the south one hundred thirty-two (132) feet of the West one hundred ten (110) feet of the North half (N 1/2) of said block sixteen (16), in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty eight (38) north, range thirteen (13) east of the Third Principal Meridian

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- 225) 19-14-431-036
- Lots 132, 133, 134, 135, 136, 137, 138 and 139 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all of block 16 (except the west 110 feet of the south 132 feet of the north 1/2 of said block 16) and that part of the lot 131 in Wilson P. Conover's subdivision lying westerly of a line drawn from a point in the north line thereof, 0.40 feet east of the north west corner of said lot to a point in the south line thereof 0.10 feet east of the south west corner of the said lot of the south 1/2 of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16), all in James Webb's subdivision in the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
- 227) 19-14-431-038
- Lot 127 (except the east 5 feet thereof) Lot 128 and that part of lot 129 lying easterly of a line drawn from the south-west corner of said lot to a point in the north line thereof 0.42 feet east of the northwest corner of said lot, all in Wilson P. Conover's subdivision of the south half of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north half of block 16), in Webb's subdivision of the southeast quarter of section 14, township 38 north range 13, east of the Third Principal Meridian
- 228- 19-23-200-001,
31) 002, 003, 004
- Parcel 1: Lots 20, 21, 22 and 23 in block 4 in John F. Eberhart's Subdivision of the North East Quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- Parcel 2: All that part of West 63rd St. lying Northwesterly of and adjoining the Northwesterly line of Lots 22 and 23 and lying South of and adjoining the North line of Lot 21, produced North and lying East of and adjoining the West line of said Lot 23, produced North to its intersection with the North line of Lot 21, produced West, all in Cook County, Illinois
- 232) 19-23-200-005
- The West 1 foot of lot 18 and all of Lot 19 in block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23, township 38 north, range 13, east of the 3rd Principal Meridian in Cook County, Illinois
- 233, 19-23-200-006,
34) 007
- Lot 17 and lot 18 (except the West 1 foot thereof) in block 4 in John F. Eberhart's subdivision of the northeast quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- 235) 19-23-200-008
- Lot 16 in Block 4 in John F. Eberhart's subdivision of the north east quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois

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- (236 - 19-23-200-009
237) 010
- Lots 14 and 15 in Block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23 township 38 north, range 13 east of the Third Principal Meridian all in Cook County, Illinois.
- (238) 19-23-200-015
- Lot eight (8) in block four (4) in John F. Eberhart's subdivision in the north east quarter of section twenty-three (23), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois.
- (239) 19-23-200-016
- Lots six (6) and seven (7) in block four (4) in John F. Eberhart's subdivision of the northeast quarter of Section twenty-three (23), township thirty-eight (38) north, range thirteen (13) east of the Third Principal Meridian.
- (240) 19-23-200-017
- Lots 4 and 5 in Block 4 in John F. Eberhart's subdivision of the North East quarter of Section 23, township 38 North, range 13, east of the Third Principal Meridian.
- (241) 19-23-200-018
- Lot 3 in Block 4 in John Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the third principal meridian, in Cook County, Illinois.
- (242-43) 19-23-200-019
020
- Lots 1 and 2 in block 4 in John B. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, IL
- (244) 19-23-200-058
- Lots 9, 10, 11, 12 and 13 in block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois.
- (245-46) 19-23-201-001
002
- Lots 22, 23 and 24 in Block three (3) in John F. Eberhart's subdivision of the north east quarter 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois.
- (247) 19-23-201-003
- Lot 21 in Block 3 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois.
- (248) 19-23-201-004
- Lots 19 and 20 in Block 3 in John Eberhart's subdivision of the north east quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County IL.
- (249) 19-23-201-005
- Lots 17 & 18 in block 3 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, IL

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- (250) 19-23-201-006 Lot 16 in Block 3 in John F. Eberhart's subdivision of the north east quarter of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois.
- (251) 19-23-201-007 Lot 15 in Block 3 in John F. Eberhart's Subdivision of N.E. quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (252) 19-23-201-008 Lot 13 and 14 in Block 3 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (253) 19-23-201-009 Lot 12 in Block 3 in John Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (254) 19-23-201-010 Lot 11 in Block 3 in John F. Eberhart's subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (255) 19-23-201-011 Lot 10 in Block 3 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois
- (256) 19-23-201-013 Lot 7 in Block 3 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (257) 19-23-201-014 Lots 4-6 in Block 3 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- (258) 19-23-201-015 Lots 1 to 3, in Block 3, in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (259) 19-23-201-034 Lots 8 and 9 in Block 3 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (260) 19-23-202-001 Lots twenty-three (23) and twenty-four (24) in Block two (2) in the Subdivision of Blocks one (1) and two (2) in John Eberhart's Subdivision of the North East quarter of Section twenty-three (23), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian
- (261) 19-23-202-002 Lot Twenty-two (22) in Block two (2) in the Subdivision of Blocks One (1) and Two (2) in John F. Eberhart's Subdivision of the Northeast Quarter (NE 1/4) of Section twenty-three (23), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
- (262) 19-23-202-003 Lot 21 in Block 2, in the Subdivision Blocks 1 and 2 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois

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- (263) - 19-23-202-004.
(264) 005
- Lots 19 and 20 in Block 2 in the Sub-division of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (265) 19-23-202-006
- Lots 17 and 18 in Block 2 in the Sub-division of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (266) 19-23-202-007
- Lot 16 in Block 2 in Subdivision of Blocks 1 and 2 in Eberhart's Sub-division of North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (267) 19-23-202-008
- Lot Fifteen in Block two (2) in John F. Eberhart's Subdivision of the North east Quarter (NE 1/4) of Section twenty three (23), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
- (268) 19-23-202-013
- Lots One (1) and Two (2) in Block Two (2) in the Subdivision of Blocks one (1) and two (2) in Eberhart's Subdivision of the North East quarter of Section twenty three (23), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
- (269) 19-23-202-034
- Lots 3,4,5,6,7,8,9,10,11,12,13, and 14 in Block two (2) in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian
- (270) 19-23-203-001
- Lots 20,21,22,23, and 24 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Subject to general real estate taxes for the years 1979 and subsequent covenants, conditions and restrictions of record; public and utility easements and roads and highways, if any; party wall rights and agreements, if any; existing leases and tenancies, installments not due at the date hereof of any special tax or assessment for improvements heretofore completed.
- (271) 19-23-203-002
- Lot 19 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (272) 19-23-203-003,
(274) 004, 005
- Lots 16,17 and 18 in Block 1 in Eberhart's Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

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- (275) 19-23-203-006
Lots 11, 14 and 15 in Block 1 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (276) 19-23-203-007
Lot 10, 11 and 12, in Block 1 in the Subdivision of Blocks 1 and 2, in John F. Eberhart's Subdivision of the North East Quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (277) 19-23-203-008
Lot 9 in Block 1 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (278) 19-23-203-009
Lot eight (8) in Block One (1) in John F. Eberhart's Subdivision of the North East Quarter (NE 1/4) of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, otherwise described and commonly known as 3219 W. 63rd Street, in the City of Chicago
- (279) 19-23-203-010
Lot Seven (7) in Block One (1) in John F. Eberhart's Subdivision of the North East quarter (NE 1/4) of Section Twenty three (23), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian
- (280) 19-23-203-011
Lots 5 and 6 in the Subdivision of Block 1 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (281) 19-23-203-012
Lot 4 in block 1 in Eberhart's Subdivision of blocks 1 and 2 in John F. Eberhart's Subdivision of the Northeast quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (282) 19-23-203-013
Lot 3 in Block 1 in Eberhart's Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian
- (283) 19-23-203-014
Lots One (1) and Two (2) in Block One (1) in the Subdivision of Blocks One (1) and Two (2) of John F. Eberhart's Subdivision of the North East quarter (NE 1/4) of Section Twenty three (23), Township Thirty eight (38) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County, Illinois
- (284) 19-23-203-020, 029, 028, 027
Lots numbered forty-five (45), forty-six (46), forty-seven (47) and forty-eight (48) in Block one (1) in the Subdivision of Blocks one (1) and two (2) in John F. Eberhart's Subdivision of the North East Quarter of Section twenty-three (23) in Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian

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- (285) 19-23-207-018 Lot 49 and the East 3 1/3 feet of Lot 50 in Block 1 in Subdivision of Blocks 1 and 2 of John F. Ebernart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois
- (286) 19-23-207-035 Lots 95 and 96 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Ebernart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (287) 19-24-100-001 Lots 6, 7, 8, 9 and 10 in Block 4 in Campbell's East Chicago Lawn Subdivision of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (288) 19-24-100-002 Lot five (5) in Block four (4) in East Chicago Lawn, J.A. Campbell's Subdivision of the North Half (1/2) of the North West Quarter (1/4) of the North West Quarter (1/4) of Section Twenty-four (24) Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian
- (289) 19-24-100-003 Lots 3 and 4 in Block 4 East Chicago Lawn J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian
- (290) 19-24-100-004 Lot 2 in Block 4 in East Chicago Lawn, being a J.A. Campbell's Subdivision of the North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois
- (291) 19-24-100-005 Lot one (1), in Block four (4) in East Chicago Lawn, being a J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
- (292 - 19-24-100-006,
294) 007, 008 Lots Forty-four (44) to Forty-six (46), both inclusive in Block Four (4) in East Chicago Lawn, being J.A. Campbell's Subdivision of the West Half (W 1/2) of the North West Quarter (NW 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian
- (295) 19-24-100-009 Lots Forty-one (41), Forty-two (42) and Forty-three (43) in Block Four (4) in East Chicago Lawn, being a J.A. Campbell Subdivision of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the North West Quarter (NW 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian

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(296) 19-24-100-010

Lot 40 in Block 4 in East Chicago
Lawn in J.A. Campbell's Subdivision
of the North 1/2 of the North West 1/4
of the North West 1/4 of Section 24,
Township 38 North, Range 13 East of the
Third Principal Meridian, in Cook
County, Illinois

(297) 19-24-100-011,
(298) 012

Lots 38 and 39 and the North 5 feet of
Lot 37 in Block 4 in Campbell's East
Chicago Lawn Subdivision of the West
1/2 of the North West 1/4 of Section 24
Township 38 North, Range 13 East of the
Third Principal Meridian, in Cook
County, Illinois

(299) 19-24-100-013

Lot 37 (except the North 5 feet) all of
Lot 36 and the North 5 feet of Lot 35 in
Block 4 in Campbell's East Chicago Lawn
Subdivision of the West Half of the North
West Quarter of Section 24, Township
38 North, Range 13, East of the Third
Principal Meridian, in Cook County,
Illinois

(300) 19-24-100-014

Lot Thirty-Three (33) (except the South
Twelve (12) feet thereof) and all of Lot
Thirty-Four (34) and Lot Thirty-Five
(35) (except the North Five (5) Feet
thereof) in Block Four (4) in Campbell's
East Chicago Lawn Subdivision of the
West One Half (1/2) of the North West
Quarter (NW 1/4) of Section Twenty-
Four (24), Township Thirty-Eight (38)
North, Range Thirteen (13) East of the
Third Principal Meridian in Cook County
Illinois

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- (301) 19-24-100-015
 Lot 31 (except the South 5 feet thereof and all of lot 32 and the South 12 feet of lot 33 in Block 4 in Campbell's East Chicago Lawn Subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (302) 19-24-100-016
 Lots twenty nine (29) and thirty (30) and the South five (5) feet of lot thirty one (31) in Block four (4) in Campbell's East Chicago Lawn Subdivision of the West half of the North West quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian;
- (303) 19-24-101-001
 Lots 9 and 10 in Block 3 in East Chicago Lawn being J.A. Campbell's Subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (304) 19-24-101-002
 Lot Eight (8) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section twenty-four (24), Township 38 North Range Thirteen (13) East of the Third Principal Meridian.
- (305) 19-24-101-003
 Lot 7 in Block 3 in East Chicago Lawn J.A. Campbell's Subdivision of the North 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (306) 19-24-101-004
 Lot 6 in Block 3 in East Chicago Lawn, J.A. Campbell's Subdivision of the North Half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (307) 19-24-101-005
 Lot five (5) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half (1/2) of the North West quarter (1/4) of the North West quarter (1/4) of Section Twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), West of the Third Principal Meridian, in Cook County, Illinois.
- (308) 19-24-101-006
 Lot four (4) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half (N 1/2) of the North West quarter (NW 1/4) of the North West quarter (NW 1/4) of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
- (309) 19-24-101-007
 Lots 2 and 3 in Block 3 in East Chicago Lawn, being J.A. Campbell's subdivision in the North half (1/2) of the North West quarter (1/4) of the North West quarter (1/4) of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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- (310) 19-24-101-008 Lot One (1) in Block Three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North one-half (N 1/2) of the North West one-quarter (NW 1/4) of the North West one-quarter (NW 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
- (311) 19-24-102-001 Lots 8, 9 and 10 in Block 2 in East Chicago Lawn J.A. Campbell's subdivision, of the North Half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 3053-55 W. 63rd St., Chicago, Illinois
- (312) 19-24-102-002 Lots 6 and 7 in Block 2 East Chicago Lawn being J.A. Campbell's Subdivision of North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3047 West 63rd Street, Chicago, Illinois
- (313) 19-24-102-003 Lot 4 and Lot 5 in Block 2 in East Chicago Lawn Subdivision being J.A. Campbell's subdivision of the North half of the North West quarter of the North Westquarter of Section twenty-four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
- (314) 19-24-102-039 Lots 1, 2, and 3 in Block 2 in East Chicago Lawn, J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North Range 13 East of the Third Principal Meridian;
- (315, 19-24-101-001,
316) 4 002 Lots 9 and 10 in Block One (1) in East Chicago Lawn J.A. Campbell's subdivision of the North half (1/2) of the Northwest quarter (1/4) of the Northwest quarter (1/4) of Section 24 Township 38 North Range 13 East of the Third Principal Meridian.
- (317) 19-24-103-003 Lots 7 and 8 in Block 1 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (318) 19-24-103-004 Lots 5 and 6 in Block 1 in East Chicago Lawn being J.A. Campbell's subdivision of North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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- (319) 19-24-103-003 Lot 4 in Block 1 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (320) 19-24-103-006 Lot 3 in Block 1 in East Chicago Lawn, being J.A. Campbell's subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
- (321, 322) 19-24-103-007, & 008 Lots 1 and 2 in Block 1 in East Chicago Lawn J.A. Campbell's subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (323) 19-24-104-001 Lot 10 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West half of the East half of the Northwest quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.
- (324) 19-24-104-002 Lot 9 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West 1/4 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (325) 19-24-104-003 Lot 8 in Block 2 in East Chicago Lawn being Swannell's subdivision of the West Half of the East half of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (326) 19-24-104-004 Lots 6 and 7 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West half of the East half of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (327) 19-24-104-005 Lot 5 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (328) 19-24-104-006 Lot four (4) in Block 2 in East Chicago Lawn Swannell's subdivision of the West half of the East half of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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- (329- 19-24-104-007, &
331) 008,009
- Lots 1,2 and 3 in Block 2 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (332) 19-24-105-001
- Lot 10 in Block 1 in East Chicago Lawn being Swannell's subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (333) 19-24-105-002
- Lots 8 and 9 in Block 1 in East Chicago Lawn, Swannell's Subdivision of the West 1/2 of the East 1/2 of the NW 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (334) 19-24-105-003
- Lot 7 in Block 1 in East Chicago Lawn Swannell's subdivision of the West half of the East half of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (335) 19-24-105-004
- Lot 6 in Block 1 in East Chicago Lawn being Swannell's Subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (336) 19-24-105-005
- Lot five (5) in Block one (1) in East Chicago Lawn, Swannell's subdivision of the West half (1/2) of the East half (1/2) of the North West quarter (1/4) of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian
- (337) 19-24-105-006
- Lot four (4) in Block one (1) in East Chicago Lawn, being Swannell subdivision of the West half of the East half of the North West quarter of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
- (338) 19-24-105-007
- Lot 3 in Block 1 in East Chicago Lawn being Swannell's subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (339, 19-24-105-038,
340) & 039
- Lots 1 and 2 in Block 1 of the East Chicago Lawn in J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois
- (341) 19-24-106-001
- Lots 9 and 10 in Block 2 in John Bain's Subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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- (342) 19-24-106-002 Lot 9 in Block 2 in John Bain's subdivision of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois
- (343) 19-24-106-003 Lots Five (5), Six (6) and Seven (7) in Block two (2) in John Bain's subdivision of the East Half (1/2) of the East half (1/2) of the Northwest quarter (1/4) of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian.
- (344) 19-24-106-004 Lot 4 in Block 2 in John Bain's subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24 Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois
- (345) 19-24-106-005 Lot 3 in Block 2 in John Bain's subdivision of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 24, Township 38 North, Range 13, East of the 3rd Principal Meridian in Cook County, Illinois.
- (346) 19-24-106-006,
(347) & 307 Lots 1 and 2 in Block 2 in John Bains subdivision of the East half of the East half of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian.
- (348) 19-24-107-001 ** Lots Nine (9) and Ten (10) in Block one (1) in John Bain's subdivision of the East quarter (E 1/4) of the North West quarter (NW 1/4) of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.**
- (349) 19-24-107-002 Lot 8 in Block 1 in John Bain's Subdivision of the East half of the East half of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (350) 19-24-107-003 Lot Seven (7) in Block One (1) in John Bain's Subdivision of the East half (E 1/2) of the East half (1/2) of the Northwest Quarter (1/4) of Section Twenty four (24), Township Thirty eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
- (351) 19-24-107-004 Lot Six (6) in Block One (1) in John Bain's Subdivision of the East half (1/2) of the East Half (1/2) of the Northwest quarter (1/4) of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
- (352) 19-24-107-005 Lot Five (5) in Block One (1) in John Bain's Subdivision of the East half (E 1/2) of the East Half (E 1/2), of the Northwest Quarter (NW 1/4) of Section Twenty four (24) Township thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois

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(353) 19-24-107-006

Lot 4 in Block 1 in John Bain's Subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, 77 Cook County, Illinois.

(354) 19-24-107-007

Lot three (3) in block One (1) in John Bain's subdivision of the East half of the East half of the North West quarter of Section twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.

(355) 19-24-107-008

Lot 2 in Block 1 in John Bain's subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

(356) 19-24-107-009

Lot 1 in Block 1 in John Bain's Subdivision of the East half of the East half of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(357, 19-24-200-001,
358) & 002

Lots 8,9 and 10 in Block 16 in Avondale Addition to Chicago, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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- (359) 19-24-200-003 Lot 7 in Block 16 in Avondale, a Sub-division of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (360- 19-24-200-004,
363) 005, 006, 007 Lots 3,4,5 and 6 in Block 16 in Avondale, a Subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian
- (364) 19-24-200-008 Lots 1 and 2 in Block 16 in Avondale, a subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (365) 19-24-201-004 Lot 7 in Block 9 in Avondale Addition to Chicago, a subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (366) 19-24-201-005 Lot 6 in block 9 in Avondale. A subdivision of the West half (1/2) of the North East quarter (1/4) of section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- (367) 19-24-201-043 Lots 8,9 and 10 in Block 9 in Avondale Addition to Chicago, being a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (368) 19-24-201-044 Lots 1,2,3,4 and 5 in Block 9 in Avondale Addition to Chicago, being a subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (369) 19-24-202-001 Lots 9 and 10 in Block 8 in Avondale Addition to Chicago a Subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- (370) 19-24-202-004 Lot 6 in Block 8 in Avondale, said Avondale being a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (371) 19-24-202-005 Lot 5 in Block 8 in Avondale. A Subdivision of the West half of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1872 in Book 1 of Plats page 39 as Document 49253 in Cook County, Illinois
- (372) 19-24-202-006 Lot 4 in Block 8 in Avondale, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1872 in Book 1 of Plats Page 39 as Document #49253, in Cook County, Illinois

Exhibit 1
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- 1772- 19-24-202-007.
175) 108, 109
- Lots 1 to 3 in Block 3 in Avondale being a subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- 176) 19-24-202-043
- Lots 7 and 8 in Block 3 in Avondale in addition to Chicago, being a subdivision of the West half of the North East quarter of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- 177) 19-24-203-001
- Lots 9 and 10 in Block 1 in Avondale, a subdivision of the West half of the North East quarter of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- 178) 19-24-203-002
- Lots 7 and 8 in Block 1 in Avondale, a subdivision of the West half of the North East quarter of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- 179) 19-24-203-003.
180) 004
- Lots 5 and 6 in Block 1 in Avondale, a subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- 181) 19-24-203-005
- Lot 4 in Block 1 in Avondale, said Avondale being a subdivision of West 1/2 of the North East 1/4 of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- 182) 19-24-203-006
- Lot 3 in Block 1 in Avondale, said Avondale being a subdivision of the West half of the North East quarter of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- 183) 19-24-203-007
- Lot 1 and 2 in Block 1 in Avondale, a subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded of said Avondale recorded August 12, 1972 in Book 1 of Plats, page 49 as Document #925 in Cook County, Illinois
- 184) 19-24-204-001
- Lots 9 and 10 in Block 12 in Cobe & McKinnon's 63rd Street Subdivision of the South East 1/4 of the Southeast 1/4 of Section 13, and of the Northeast 1/4 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- 185) 19-24-204-002
- Lots 8 and 7 in Block 12 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- 186) 19-24-204-003
- Lots 5 and 6 in Block 12 in Cobe & McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, Township 18 North, Range 13 East of the Third Principal Meridian, and the North East 1/4 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Exhibit 1
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- (187) 19-24-204-104
 Lot 4 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the South East 1/4 of the South East 1/4 of Section 13, Township 18 North, Range 13 East of the Third Principal Meridian and the North East 1/4 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- (188) 19-24-204-105
 Lot 1 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (189) 19-24-204-106
 Lots 1 and 2 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (190) 19-24-205-101
 Lot 10 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (191) 19-24-205-102
 Lots 8 and 9 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the South East 1/4 of the South East 1/4 of Section 13, the North East 1/4 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- (192) 19-24-205-103,
 (193) 104
 Lots 6 and 7 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (194) 19-24-205-105
 Lots 4 and 5 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 18 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (195) 19-24-205-106
 Lot 1 in Block 11 in Cobe and McKinnons 3rd Street subdivision of the South East quarter of the South East quarter of Section 13 and of the North East quarter of the North East quarter of Section 24, Township 18 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (196) 19-24-205-107
 Lots one (1) and two (2) in Block eleven (11) in Cobe and McKinnons 3rd Street subdivision of the South East quarter of the South East quarter of Section thirteen (13) and the North East quarter of the North East quarter of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois

Exhibit I
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- (397) 19-24-206-001
- Lots 9 and 10 in Block 10 in Cobe and McKinnons 3rd Street Subdivision of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of section 13, Township 38 North, Range 13, East of the Third Principal Meridian, and the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois and commonly known as 2433-47 West 3rd Street, Chicago, Illinois and also known as the Southeast corner of 3rd and Campbell Avenue
- (398) 19-24-206-002
- Lot 8 in Block 10 in Cobe and McKinnons 3rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and of the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois
- (399) 19-24-206-003
- Lots 6 and 7 in Block 10 in Cobe and McKinnons 3rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
- (400, 19-24-206-004,
401) 003
- Lots three (3), four (4) and five (5) in Block ten (10) in Cobe and McKinnons 3rd Street Subdivision of the South East Quarter of the South East Quarter of Section thirteen (13) and of the North East Quarter of the North East Quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian
- (402) 19-24-206-006
- Lots 1 and 2 in Block 10 in Cobe and McKinnons 3rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 13, and the Northeast quarter of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (403) 19-24-207-001
- Lots nine (9) and ten (10) in Block nine (9) in Cobe and McKinnons 3rd Street Subdivision of the South East quarter of the South East quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), and the North East quarter of the North East quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
- (404, 19-24-207-002,
405) 003
- Lots seven (7) and eight (8) in Block nine (9) in Cobe and McKinnons 3rd Street Subdivision of South East quarter of South East quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, and the North East quarter of the North East quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
- 406) 19-24-207-004
- Lot six (6) in Block nine (9) of Cobe and McKinnons 3rd Street Subdivision of the South East quarter of the South East quarter of Section thirteen (13) and of the North East quarter of the North East quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois.

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(407) 19-24-207-003

Lot 5 in Block 9 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(408) 19-24-207-006

Lots 1, 2, 3, and 4 and one-half of the vacant alley South and adjacent to Lots 1-4 in Block 9 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian Cook County, Illinois.

(409) 19-24-207-021

Lots 41, 42 and 43 and one-half of the vacant alley North and adjacent to Lot 43 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the Southeast quarter of Section 13, and of the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

(410) 19-24-207-022

Lots 39 and 40 in Block 9 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13 and of the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian..

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- (411- 19-24-207-023,
412) 024
- Lots 37 and 38 in block 9 in Cobe and McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of Section 13 and of the north east quarter of the north east quarter of Section 24, Township 38 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois
- (413) 19-24-207-025
- Lots 36 in Block 9 in Cobe & McKinnon's 63rd Street subdivision of the South East 1/4 of the South East 1/4 of section 13 and of the North East 1/4 of the North East 1/4 of section 24, all in Township 38 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois
- (414) 19-24-207-026
- Lot 35 in block 9 in Cobe and McKinnon's 63rd Street subdivision of the south east 1/4 of the south east 1/4 of section 13, Township 38 north, range 13, east of the Third Principal Meridian and the north east 1/4 of the north east 1/4 of Section 24, Township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- (415) 19-24-207-027
- Lot 34 in block 9 in Cobe & McKinnon's 63rd Street subdivision of the south east 1/4 of the south east 1/4 of section 13 and of the northeast 1/4 of the northeast 1/4 of section 24, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- (416- 19-24-207-028,
417) 029
- Lots 32 and 33 in Block 9 in Cobe and McKinnon's 63rd Street subdivision of the south east quarter of the south east quarter of section 13, township 38 north, range 13, east of the Third Principal Meridian, and the north east quarter of the north east quarter of section 24, township 38 north, range 13, east of the Third Principal Meridian
- (418, 19-24-207-030,
419) 031
- Lots Thirty (30) and Thirty One (31) in Block Nine (9) in Cobe & McKinnon's 63rd Street subdivision of the South East Quarter of the South East Quarter of Section Thirteen (13), and the North East Quarter of the North East Quarter of Section Twenty Four (24), Township Thirty-Eight (38) North, Range Thirteen (13) East of the Third (3rd) Principal Meridian
- (420- 19-24-207-032,
421) 033
- Lots 28 & 29 in Block nine (9) in Cobe & McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of section thirteen (13), and the northeast quarter of the northeast quarter of section twenty-four (24), Township thirty eight (38) north, range thirteen (13), east of the Third Principal Meridian
- (422- 19-24-207-034,
423) 035
- Lots twenty-six (26) and twenty-seven (27) in block nine (9) in Cobe & McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of section thirteen (13) and of the northeast quarter of the northeast quarter of section twenty four (24), township thirty-eight (38) north, range thirteen (13) east of the Third Principal Meridian, in Cook County, Illinois

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(424- 20-18-302-001,002,003
429) 004,005,006

Lots 52 to 57 inclusive, together with the vacated alley adjoining said lots, in Leighton's subdivision of lots 3 & 4 of block 5 (except the south 125 feet thereof) and all of block 4 in the subdivision of the south 1/4 of the southwest 1/4 of section 18, township 38 north, range 14, east of the Third Principal Meridian, Cook County Illinois

(430) 20-18-302-034

Lots fifty-one (51) to forty-three (43) inclusive and that part of Lot forty-two (42) lying North of a line 24.17 feet South of and parallel to the North line of said Lot forty-two (42) in Leighton's Subdivision of Lots three (3) and four (4) of Block five (5) (except the South 125 feet thereof) and all of Block four (4) in the Subdivision of the South Half (S 1/2) of the South West Quarter (SW 1/4) of Section eighteen (18), Township thirty-eight (38) North, Range fourteen (14), East of the Third Principal Meridian.

(432- 20-18-310-006,
435 & 007, 008, 009,
443) & 039

Lots 22 to 33 both inclusive in Leighton's subdivision of lots 3 and 4 in block 5 (except the south 125 feet) and all of block 4 in the subdivision of the south half of the south west quarter of section 18, township 38 North, Range 14, east of the Third Principal Meridian

(436, 20-18-310-010,
437) 011

Lots twenty (20) and twenty-one (21) in Leighton's subdivision of block four (4) except the south one hundred twenty-five (125) feet of lots three (3) and four (4) in block five (5) in the subdivision of the south half (S 1/2) of the southwest quarter (SW 1/4) section eighteen (18), Township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian

(438) 20-18-310-012

Lots eighteen (18) and Nineteen (19) in Leighton's subdivision of Lots three (3) & four (4) in block five (5) (except the south one hundred twenty-five (125) feet thereof) and all of block four (4) in the subdivision of the south half of the south west quarter of section eighteen (18), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian

(439) 20-18-310-013

Lots sixteen (16) and seventeen (17) in Leighton's subdivision of Block four (4) and lots three (3) and four (4) of block five (5) (except the south 125 feet thereof) in the subdivision of the south half of the south west quarter of section 18, township 38 North, Range 14, east of the Third Principal Meridian

(440) 20-18-310-036

Lots 10 and 11 and the west one and nine-tenths feet of lot 9 in John P. Sheehan's subdivision of the south 125 feet of lots 3 and 4 in block 5 in the subdivision of the south half of the south west quarter of section 18, Township 38 North, Range 14, east of the 3rd Principal Meridian, in Cook County, Illinois

Exhibit 1
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- (441, 20-18-310-037,
442) 038
- Lots 1 to 8 inclusive, and all of lot 9 except the west 1.90 feet thereof, in John P. Sheenan's subdivision of the south 125 feet of lots 3 and 4 in block 5 of the south half of the southwest quarter of section 18, township 38 north, range 14 east of the 3rd Principal Meridian
- (444, 20-18-311-036-8001,
445) 8002
- Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, in E.A. Cummings subdivision of block 2 & 7, blocks 3 & 6 (except the east 340 feet thereof) & lots 1 & 2 in block 5, all in subdivision of the south half of the south west quarter of section 18, township 38 north, range 14 east of the Third Principal Meridian
- (446) 20-18-312-001
- Lot "A" consolidation of Lots 174 to 200, both inclusive and vacated alleys lying between said lots in E.A. Cummings subdivision of blocks 2 & 7 & blocks 3 & 6, (except the east 340 feet thereof) & lots 1 & 2 in block 5 in the subdivision of the south half (S 1/2) of the south west quarter (SW 1/4) of section 18, township 38 north, range 14, east of the Third Principal Meridian
- (447) 20-19-100-001
- Lots 8, 9, 10 and 11 in Block 16 in South Lynne, being a subdivision of the north half of section 19, township 38 north, range 14, east of the Third Principal Meridian, in Cook County, Illinois
- (448) 20-19-100-002
- Lot 7 in Block 16 in South Lynne, being a subdivision of the North half of section 19, Township 38 north, range 14 east of the Third Principal Meridian in Cook County, Illinois, commonly known as 2349 W. 63rd St., Chicago, Illinois
- (449- 20-19-100-003,
454) 004, 005, 006,
007, 008
- Lots one, two, three, four, five and six (1, 2, 3, 4, 5 & 6) in Block sixteen (16) in South Lynne, a subdivision of the north half (N 1/2) of section nineteen (19), township thirty-eight (38) north, range fourteen (14), east of the Third (3rd) Principal Meridian
- (455) 20-19-100-009
- Lots 12, 13, 14, 15 and 16 in Block 16 in South Lynne, a subdivision of the north half of section 19, township 38 north, range 14 east of the Third Principal Meridian, in Cook County, Illinois
- (456) 20-19-100-015
- Lots twenty-two (22) and twenty-three (23) in block sixteen (16) in South Lynne, a subdivision of the north half (N 1/2) of section nineteen, township thirty-eight (38) North, range fourteen (14), east of the Third Principal Meridian in Cook County, Illinois
- (457) 20-19-100-016
- Lot twenty four (24) in block sixteen (16) in South Lynne, a subdivision in the north half (1/2) of section nineteen (19), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian

Exhibit 1
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(458, 39)	20-19-100-017, 018	Lots 25 and 26 in Block 16 in South Lynne a subdivision of the north half of section 19, in township 38 north, range 14, east of the Third Principal Meridian, in Cook County, Illinois
(460, 61)	20-19-100-019, 020	Lots 27 and 28 in block 16 in South Lynne a subdivision of the north half of section 19, township 38 north, range 14 east of the Third Principal Meridian, in Cook County, Illinois
(462-467)	20-19-100-036-8001, 20-19-100-036-8002, 20-19-100-037-8001, 20-19-100-037-8002, 20-19-100-038-8001, 20-19-100-038-8002	Lots 17, 18, 19, 20 and 21 in Block 16 in South Lynne, a subdivision of the north 1/2 of section 19, township 38 north, range 14, east of the Third Principal Meridian in Cook County, Illinois
(468)	20-19-101-001	Lots one (1) to forty-five (45) both inclusive in block fifteen (15) in South Lynne, being Vail's subdivision of the north half of section nineteen (19), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian
(469, 70)	20-19-102-004, 005	Lots 6 and 7 in Block 14 in South Lynne being Vail's subdivision of the North half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois
(471-475)	20-19-102-006, 007, 008, 009, 010	Lots 1 to 5 inclusive in block 14 in South Lynne being Vail's subdivision of the north half in section 19, township 38 north, range 14, east of the Third Principal Meridian
(476)	20-19-102-042	Lots eight (8), nine (9), ten (10) and eleven (11) in block fourteen (14), in South Lynne, being Vail's subdivision of the north half of section nineteen (19) township thirty-eight (38) north, range fourteen (14) east of the Third (3rd) Principal Meridian

Exhibit 1
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- (477) 20-18-302-018 Lot 58 and the east $\frac{1}{4}$ of vacated alley west and adjoining in Block 4 of Leighton's Subdivision of Lots 3 and 4 of Block 5 (except the south 125 feet thereof) and all of Block 4 in subdivision of south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 38 north, Range 14 east of the third principal meridian in Cook County, Illinois.
- (478) 20-18-302-019 Lot 59 and the east $\frac{1}{4}$ of vacated alley west and adjoining in Block 4 in Leighton's Subdivision of Lots 3 and 4 of Block 5 (except the south 125 feet thereof) and all of Block 4 in subdivision of south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 38 north, Range 14 east of the third principal meridian in Cook County, Illinois.
- (479) 20-18-302-020 Lot 60 and the east $\frac{1}{4}$ of vacated alley west and adjoining in Block 4 in Leighton's Subdivision of Lots 3 and 4 of Block 5 (except the south 125 feet thereof) and all of Block 4 in subdivision of south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 38 north, Range 14 east of the third principal meridian in Cook County, Illinois.
- (480) 20-18-302-021 Lot 61 and the east $\frac{1}{4}$ of vacated alley west and adjoining in Block 4 in Leighton's Subdivision of Lots 3 and 4 of Block 5 (except the south 125 feet thereof) and all of Block 4 in subdivision of south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 38 north, range 14 east of the third principal meridian in Cook County, Illinois.
- (481) 20-18-302-022 Lot 62 and the east $\frac{1}{4}$ of vacated alley west and adjoining in Block 4 of Leighton's Subdivision of Lots 3 and 4 of Block 5 (except the south 125 feet thereof) and all of Block 4 in subdivision of south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 38 north, range 14 east of the third principal meridian in Cook County, Illinois.
- (482) 20-18-302-035 Lots 63, 64, 65, 66, 67, 68, 69, 70 and the north 9.76 feet of Lot 71 in Block 4 in Leighton's Subdivision of Lots 3 and 4 of Block 5 (except the south 125 feet thereof) and all of Block 4 in Subdivision of south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 38 north, range 14 east of the third principal meridian in Cook County, Illinois.
- (483) 20-18-302-036 Lot 71 (except the north 9.76 feet and except the south 4.24 feet thereof) in Block 4 of Leighton's Subdivision of Lots 3 and 4 and all of Block 4 in subdivision of south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 38 north, Range 14 east of the third principal meridian in Cook County, Illinois.
- (484) 20-18-302-033 Lots thirty-four (34) to forty-one (41) inclusive, and that part of Lot forty-two (42) lying south of a line .33 feet north of and parallel to the south line of said Lot forty-two (42), and Lots seventy-two (72) to seventy-seven (77) inclusive and that part of Lot seventy-one (71) lying south of a line $4\frac{6}{25}$ feet north of and parallel to the south line of said Lot

Exhibit 1
(Page 47 of 47)

(431) 20-18-302-033

seventy-one (71), and that part of the North South Sixteen (16) foot public alley heretofore vacated lying East of and adjoining the East Line of Lots thirty-four (34) to forty-one (41) both inclusive and west of and adjoining the west line of Lots seventy-one (71) to seventy-seven (77) both inclusive and lying south of a line one hundred eighty-four (184) feet north of and parallel to the South line of Lot seventy-seven (77) produced west sixteen (16) feet in Leighton's Subdivision of Lots three (3) and four (4) of Block five (5) (except the South one-hundred twenty-five (125) feet thereof) and all of block four (4) in the Subdivision of the South half (S ½) of the South West quarter (SW ¼) of Section eighteen (18), Township thirty-eight (38) North, Range fourteen (14), East of the Third Principal Meridian.

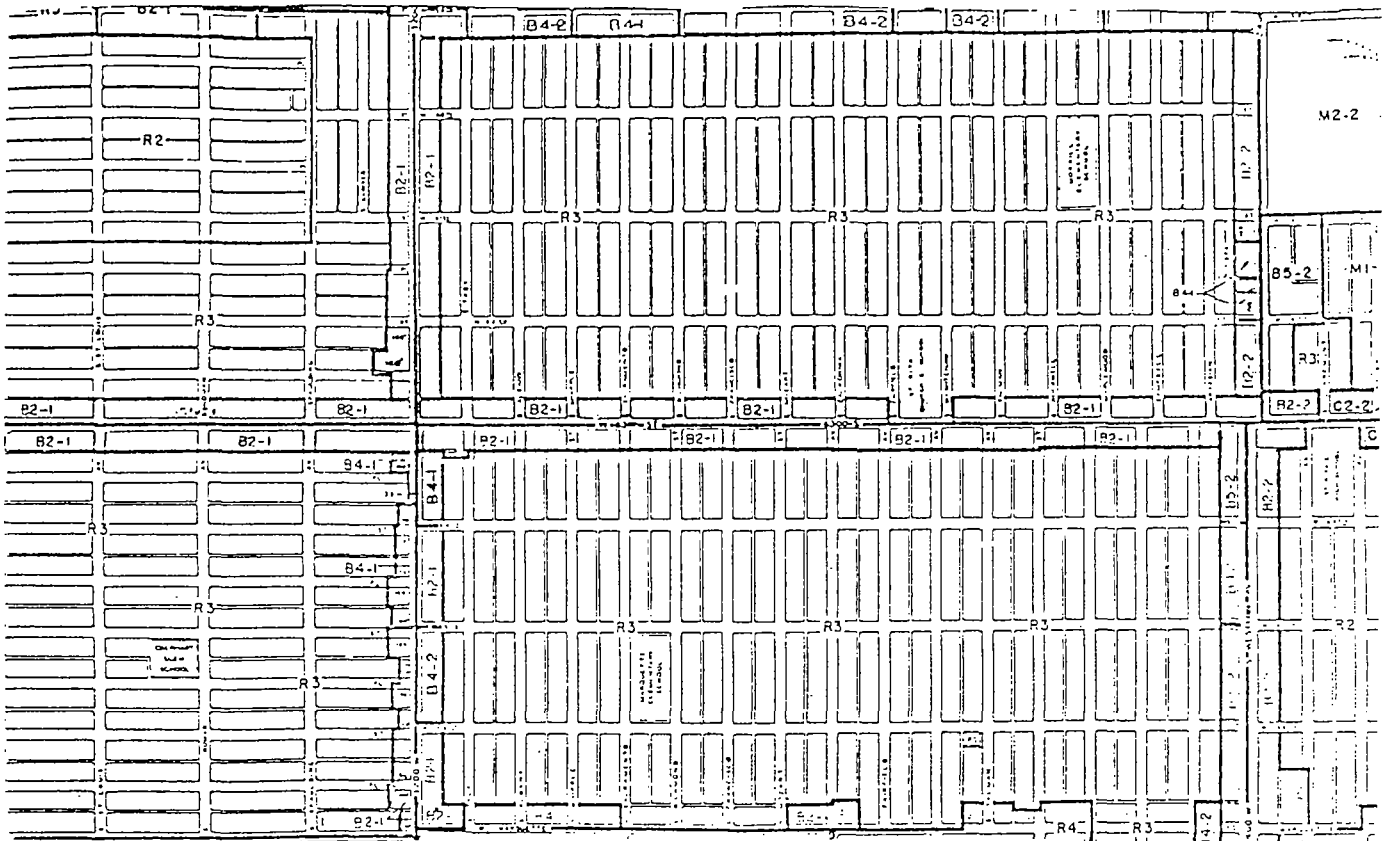
(485) 20-18-300-008

The east 250 feet of the north 249.74 feet of the south 282.74 feet of the north ¼ of the west ¼ of Section 18, Township 38 North, Range 14 east of the Third Principal Meridian in Cook County, Illinois.

Exhibit 2

63RD/WESTERN

Special Service Area Number 3

RESIDENCE DISTRICTS

- R1 SINGLE-FAMILY RESIDENCE DISTRICT
- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT
- R7 GENERAL RESIDENCE DISTRICT
- R8 GENERAL RESIDENCE DISTRICT

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7
 FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 9
 FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9
 FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10

BUSINESS DISTRICTS

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

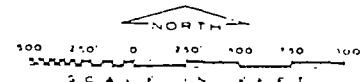
AS
 AMENDED
 5-26-82

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT



(Continued from page 14941)

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 et seq. (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 8 and to the authorization of the levy of a special annual services tax (the "services tax") for a period of five years within Special Service Area Number 8 for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services to be provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of Special Service Area Number 8 and the levy of the services tax within said area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on _____ of the City Council of the City of Chicago at _____ o'clock A.M., on the _____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois (the "hearing"), to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 8 and the authorization of the levy of the services tax for a period of five years within Special Service Area Number 8, said area described in the notice set forth in Section 5 hereof (the "notice"). At the hearing there will be considered the levy of the services tax upon the taxable property within Special Service Area Number 8 sufficient to produce revenues required to provide special services in the area. Said tax shall not exceed the sum of forty-one one hundredths of one percent (.41%) of the equalized assessed value of the taxable property within the area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Lake View East Special Service Area Commission, as described in Section 3 hereof, and may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic

development. Said special services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 3. The Lake View East Special Service Area Commission consisting of fifteen members is hereby established (the "Commission"). Of the initial Commission members, seven members shall be appointed to serve one year terms and eight members shall be appointed to serve two year terms. The Mayor, with the approval of the City Council, shall appoint the fifteen initial Commission members from lists of nominees submitted by the Lake View East Development Corporation. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Lake View East Development Corporation. Each Commission member shall be appointed to serve for a term of two years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Lake View East Development Corporation. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the services tax is authorized unless said services tax is continued by ordinance adopted by the City Council.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than two consecutive two year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 4. Notice of hearing shall be published by the City Clerk at least once, not less than fifteen days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 5. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 8.

Notice is hereby given that at ____ o'clock A.M., on the ____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on _____ of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 8 and the authorization of the levy of a special annual services tax (the "services tax") for a five year term commencing January 1, 1989, within Special Service Area Number 8. The purpose of Special Service Area Number 8 is to provide special services to the area, which may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included within Special Service Area Number 8 for the provision of said special services, said services tax not to exceed the sum of forty-one one hundredths of one percent (.41%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 8 shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway Avenue, from Diversey Parkway to Cornelia Avenue; and on Halsted Street, from Belmont Avenue to Diversey Parkway.

At the public hearing any interested person affected by the creation of Special Service Area Number 8 and the levy of the services tax for a period of five years at a rate of not to exceed the sum of forty-one one hundredths of one percent (.41%) of the equalized assessed value of taxable property within Special Service Area Number 8, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the boundaries of proposed Special Service Area Number 8 and by at least 51% of the owners of record of the land included within the boundaries of said area, objecting to the creation of Special Service Area Number 8 and the levy of the services tax therein, is filed with the City Clerk

within 60 days following the final adjournment of the public hearing, no such area shall be created and no such tax shall be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 1988.

City Clerk, City of Chicago
Cook County, Illinois.

SECTION 6. This ordinance shall become effective from and after its passage.

CREATION OF SPECIAL SERVICE AREA NUMBER NINE
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing the creation of Special Service Area Number Nine and the levy of a special annual services tax in the area generally bounded by West Foster Avenue, West Devon Avenue, North Broadway and North Clark Street.

On motion of Alderman T. Evans, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of

"An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 et seq. (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 9 and to the authorization of the levy of a special annual services tax (the "services tax") for a period of ten years within Special Service Area Number 9 for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services to be provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of Special Service Area Number 9 and the levy of the services tax within said area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at _____ o'clock _____ M., on the _____ day of _____, 1988, at _____, Chicago, Illinois (the "hearing"), to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 9 and the authorization of the levy of the services tax for a period of ten years within Special Service Area Number 9, said area described in the notice set forth in Section 5 hereof (the "notice"). At the hearing there will be considered the levy of the services tax upon the taxable property within Special Service Area Number 9 sufficient to produce revenues required to provide special services in the area. Said tax shall not exceed the sum of sixty-seven one hundredths of one percent (.67%) of the equalized assessed value of the taxable property within the area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Edgewater Special Service Area Commission, as described in Section 3 hereof, and may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. Said special services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 3. The Edgewater Special Service Area Commission consisting of nine members is hereby established (the "Commission"). Of the initial Commission members, three members shall be appointed to serve three year terms, three members shall be

appointed to serve two year terms and three members shall be appointed to serve one year terms. The Mayor, with the approval of the City Council, shall appoint the nine initial Commission members from lists of nominees submitted by the Edgewater Development Corporation. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Edgewater Development Corporation. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Edgewater Development Corporation. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the services tax is authorized unless said services tax is continued by ordinance adopted by the City Council.

The Commission shall designate one member of the Chairman of the Commission, and he/she shall serve for no more than two consecutive three year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 4. Notice of hearing shall be published by the City Clerk at least once, not less than fifteen days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 5. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 9.

Notice is hereby given that at ____ o'clock __.M., on the ____ day of _____, 1988, at _____, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 9 and the authorization of the levy of a special annual services tax (the "services tax") for a ten year term commencing January 1, 1989, within Special Service Area Number 9. The purpose of Special Service Area Number 9 is to provide special services to the area, which may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included within Special Service Area Number 9 for the provision of said special services, said services tax not to exceed the sum of sixty-seven one hundredths of one percent (.67%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 9 shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the area on Broadway Avenue, bounded by Foster Avenue and Devon Avenue; on Devon Avenue, bounded by Broadway Avenue and Clark Street; and on Clark Street, bounded by Devon Avenue and Foster Avenue.

At the public hearing any interested person affected by the creation of Special Service Area Number 9 and the levy of the services tax for a period of ten years at a rate of not to exceed the sum of sixty-seven one hundredths of one percent (.67%) of the equalized assessed value of taxable property within Special Service Area Number 9, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the boundaries of proposed Special Service Area Number 9 and by at least 51% of the owners of record of the land included within the boundaries of said area, objecting to the creation of Special Service Area Number 9 and the levy of the services tax therein, is filed with the City Clerk

within 60 days following the final adjournment of the public hearing, no such area shall be created and no such tax shall be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 1988.

City Clerk, City of Chicago
Cook County, Illinois.

SECTION 6. All ordinances, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed.

SECTION 7. This ordinance shall become effective from and after its passage.

AMENDMENT OF PREVIOUSLY PASSED ORDINANCE TO
PROVIDE ADDITIONAL FINANCING THROUGH
URBAN DEVELOPMENT ACTION GRANT
REPAYMENT FUNDS FOR
WINNECONNA PARK
PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the use of Urban Development Action Grant Repayment Funds in the amount of \$171,000.00 as additional financing in the Winneconna Park Urban Development Action Grant Project.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has approved an Urban Development Action Grant No. B-83-AA-17-0156 ("U.D.A.G.") which provides for a grant to the City of Chicago ("City") in the amount of \$432,250, said funds to provide financial assistance in the form of low-interest second mortgages to buyers (meeting certain income eligibility requirements) of units in the Englewood-Winneconna Project ("Eligible Buyers"), said project to provide for construction of 16 for-sale townhouses at 62nd and Halsted and 18 for-sale townhouses at 79th and Normal; and

WHEREAS, An ordinance was approved by the City Council of the City of Chicago ("Council"), authorizing the Mayor to execute an Urban Development Action Grant Agreement between the City and H.U.D., said U.D.A.G. Agreement having been executed on August 23, 1985; and

WHEREAS, The Council, by ordinance passed on July 9, 1984 authorized the Mayor or the Commissioner of the Department of Housing of the City of Chicago ("Commissioner") to enter into and execute on behalf of the City a development agreement which obligated the City, upon granting of sufficient security, to lend \$432,250 of Urban Development Action Grant funds to Eligible Buyers of the 16 for-sale townhouses at 62nd and Halsted and the 18 for-sale townhouses at 79th and Normal; and which development agreement obligated the developers, Englewood Commons Associates and Winneconna Park Associates (each an Illinois limited partnership whose general partners are Elzie L. Higginbottom, Jr. and Herbert L. Hedgeman), to construct and sell the 34 aforementioned townhouses as represented in the original application for funds; and

WHEREAS, The Commissioner and Winneconna Park Associates have executed an Urban Development Action Grant Redevelopment/Loan Agreement, dated as of August 1, 1987 between the City and Winneconna Park Associates providing for the use of U.D.A.G. funds as low interest second mortgages ("U.D.A.G. Mortgage") and the construction of 18 for sale townhouses at 79th and Normal ("Project"), and

WHEREAS, The second mortgages provided for under the U.D.A.G. do not provide adequate financing for sale of the Project to Eligible Buyers, and additional financing support is necessary to carry out the U.D.A.G. objectives; and

WHEREAS, The Department of Housing's U.D.A.G. Repayment Fund, Fund 899-27-2010-092R ("Fund"), contains \$171,000 and will reach \$315,000 by the end of 1988; and

WHEREAS, Pursuant to H.U.D. regulations the Fund can be utilized for any community or economic development activities eligible for assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Additional financing could be provided to the Project from the Fund in the form of:

- (a) a third mortgage in the amount of \$7,500 under the same terms as the U.D.A.G. Mortgage; and
- (b) a grant of up to \$2,000 to each Eligible Buyer to pay 50% of the closing costs attendant to the sale of the Project unit; and

such additional financing would make it possible to carry out the objectives of the U.D.A.G. in providing housing through home ownership to low and moderate income City residents; now, therefore,

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

SECTION 1. The use of the Department of Housing U.D.A.G. Repayment Fund, Fund 899-27-2010-092R, to provide financing assistance for Eligible Buyers of units in the Project is an eligible activity for the use of such funds as provided by Title I of the Housing and Community Development Act of 1974.

SECTION 2. The ordinance passed on July 9, 1987, including the form of U.D.A.G. Redevelopment/Loan Agreement attached thereto, is hereby amended to provide that the Commissioner of the Department of Housing is authorized to enter in a U.D.A.G. Redevelopment/Loan Agreement amendment and such other related documents as are necessary to provide the following financing assistance to Eligible Buyers of units constructed as part of the Project:

- a) a second mortgage (U.D.A.G. Mortgage) in the amount of \$12,500 for a term of 30 years, at an interest rate of 2% or 5%, as determined by the income of the Eligible Buyer.
- b) a third mortgage (U.D.A.G. Repayment Fund Mortgage) in the amount of \$7,500 for a term and interest rate identical to the U.D.A.G. Mortgage
- c) the payment of interest under the U.D.A.G. Mortgage and the U.D.A.G. Repayment Mortgage will accrue and be deferred during years 1--4 of the mortgage term. At the beginning of Year 5 accrued interest will be added to the principal of the loan amounts. Payment on the restated principal will be amortized over the remaining term of the loans.
- d) a grant not to exceed \$2,000 to pay up to 50% of closing costs (legal fees, title insurance, recording and transfer fees, survey costs and other related expenses) incurred by each Eligible Buyer.

SECTION 3. All other provisions and terms of the ordinance remain unchanged.

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

AMENDMENT OF MUNICIPAL CODE CHAPTER 33, VARIOUS SECTIONS,
BY ESTABLISHING PERMIT FEES FOR CREATING PAVEMENT
OPENINGS IN PUBLIC WAYS AND BY INCREASING
CERTAIN VIOLATION FEES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending Municipal Code Chapter 33, Sections 33-1, 33-3, 33-4 and 33-5 by establishing permit fees for creating pavement openings in public ways and by increasing certain violation fees.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

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 33 of the Municipal Code of Chicago is hereby amended in sections 33-1, 33-3, 33-4, and 33-5 by deleting the language in brackets and adding the language in italics, as follows:

33-1. It shall be unlawful for any person to make an opening in any public way or other public place without first obtaining a permit therefor from the Commissioner of [Streets and Sanitation] *Public Works*. *A permit fee of one- hundred dollars (\$100.00) shall be required for creating any pavement opening in the public way. A permit fee of twenty-five dollars (\$25.00) shall be required for creating an opening in any parkway or unimproved portion of the public way.*

The foregoing fees, however, shall not be required of any person who has been granted the right to use the public way pursuant to a franchise ordinance approved by the City Council and which franchise ordinance specifically prohibits the imposition of such fees in addition to the compensation to be received by the city pursuant to the franchise ordinance.

The Commissioner of [Streets and Sanitation] *Public Works* shall not issue any permit for the opening of any public way or public place until he shall have been fully advised of the time, place and character of such opening and the purpose thereof. *The Commissioner of Public Works may require that [All] applications for permits [shall] be*

accompanied by a plat or pencil tracing or sketch showing the location, character and dimensions of any proposed opening for the installation of new work, or the location and character of any alterations involving changes in the location of pipes, conduits, wires or other conductors.

Before a permit shall be granted to open any public way of public place for any purpose, the Commissioner of [Streets and Sanitation] *Public Works* shall make an estimate of the cost [of inspection and] of restoring the [said] pavement and surface [to a condition equally as good as before it shall have been so opened with a fair additional sum as margin for contingent damages] *in accordance with city specifications. The estimate shall be based on current construction costs.*

When a permit [shall be] is issued, it shall be transmitted to the Director of Revenue, and he shall collect the amount of *both* the [said] estimate and the *permit* fee [for the said permit] before delivering the [same] *permit to the applicant. Where the applicant is a city agency, the payment of the permit and estimate fees shall be waived. Also, where the opening is required to perform underground work to facilitate a city or state project or the repair of damage caused by city forces, the payment of permit fees shall be waived. When the applicant is a utility company, the estimate deposit shall also be waived.*

33-3. All work done under authority of [such] *the* permit shall be [supervised and] inspected by a [city inspector] *field service specialist* [to be] designated by the Commissioner of [Streets and Sanitation] *Public Works*.

Immediately after the completion of the work done [under such authority,] *pursuant to the permit*, the [Commissioner of Streets and Sanitation] *permittee* shall, [with city workmen,] forthwith put back and restore and replace in proper shape and condition any pavement displaced by reason of [such] *the* work, and shall restore and replace the surface of any public way which may be opened or otherwise disturbed. All of this work shall be done in such manner as shall be satisfactory to the [said] Commissioner of [Streets and Sanitation] *Public Works*, [and as will leave the said public way in a condition equally as good as before it was opened or disturbed under said authority] *in accordance with city pavement restoration standards.* [Provided, however, that where such permit is granted to open any public way or public place, where such public way or public place is still under reserve of the guarantee period of the contract under which such public way or public place was improved, such replacement or restoration shall be made by the contractor in accordance with the terms of his contract for the construction and maintenance of such improvement.]

33-4. *Where the Department of Streets and Sanitation replaces or restores the final asphalt surface above the concrete base,* [The] *the* cost [of such supervision and inspection, and] of restoring the [said] pavement shall be determined by the Commissioner of [Streets and Sanitation] *Public Works*, and shall be deducted and paid in to the City Treasury from the amount deposited with the Director of Revenue as hereinbefore provided.

After completion of the work to the satisfaction of the Commissioner of [Streets and Sanitation] *Public Works*, he shall certify to the Comptroller the amount of any surplus remaining from the amount deposited in such case, and [said] *the* surplus shall

thereupon be paid over to the proper claimant. If for any reason the amount of such deposit shall be insufficient to cover the cost of such work, or if any damage shall have been done to any underground work or connections, or otherwise, which shall have caused increased expenditures, the amount of such deficiency or damage shall be certified to the Comptroller, who shall collect the same from the person to whom the permit was issued.

33-5. Any person who shall injure or tear up any pavement, side or cross walk, or any part thereof, dig any hole, ditch or drain in, or dig or remove any sod, stone, earth, sand or gravel from any public way or public ground in the city without having first obtained written permission from the Commissioner of [Streets and Sanitation] *Public Works*, shall be subject to a penalty for each offense of not less than [one] *two* hundred dollars nor more than five hundred dollars.

SECTION 2. This ordinance shall be in full force and effect ten days after its passage and publication.

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH APPLIED
PRODUCTS OF ILLINOIS, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement in the amount of \$450,000.00 with Applied Products of Illinois, Incorporated, located at 1401--1441 East 98th Street, for the purchase of capital equipment.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

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 has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

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

WHEREAS, Applied Products of Illinois, Incorporated, has made an application to the Department of Economic Development to borrow \$350,000 under the Business Development Loan program and \$100,000 under the Revolving Loan Fund program for the purpose of acquiring capital equipment which will result in the creation of 56 full-time new permanent job opportunities for low and moderate income persons residing in the City of Chicago; and

WHEREAS, The Economic Development Commission has approved the applications of Applied Products of Illinois, Incorporated, for a total of \$450,000; now, therefore,

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

SECTION 1. The Commissioner of Economic Development, or his designee, is authorized to enter into and execute, subject to review by the Corporation Counsel, a loan and security agreement with Applied Products of Illinois, Incorporated, pursuant to which the City will lend a total of \$450,000 to Applied Products of Illinois, Incorporated, for the purchase of capital equipment. The loan and security agreement shall contain those basic terms and conditions outlined in Exhibit "A" which is attached hereto and made a part of this ordinance.

SECTION 2. The Commissioner of Economic Development, or his designee, is further authorized to enter into and execute such other documents as may be necessary and proper to implement and administer the terms of the loan and security agreement.

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

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

Exhibit "A".

Basic Terms And Conditions.

Applied Products of Illinois, Incorporated.

Loan Amount: \$350,000 Business Development Loan
100,000 Revolving Loan Fund Loan:

- a) the term of the loans shall be five (5) years;
- b) the interest rate charged shall be 75% of the prime rate, adjusted quarterly;

c) the City shall receive a second lien position on acquired and existing machinery and equipment, shared with the State of Illinois;

d) the City shall receive a second lien position on accounts receivable, inventory work-in-process, and raw materials, shared with the State of Illinois;

e) the City shall receive the personal guarantees of repayment of David Grogan, President and shareholder of Applied Products of Illinois, Incorporated and William Henning, a major shareholder;

f) the City shall receive the corporate guaranty of repayment of Applied Products, Incorporated, the parent company of Applied Products of Illinois, Incorporated;

g) Applied Products of Illinois, Incorporated shall furnish to the City proof of additional financing in substantial compliance with the following terms:

- (1) private financing of \$1,800,000 over a term of 5 years at the rate of 1% over prime; and
- (2) financing of \$150,000 over a term of 5 years from the State of Illinois at a rate to be determined; and
- (3) private equity investment of \$323,000.

SUBMISSION OF APPLICATION AND EXECUTION OF URBAN
DEVELOPMENT ACTION GRANT WITH UNITED STATES
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT FOR THE GRANADA
CENTRE PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application and the execution of an Urban Development Action Grant in the amount of \$4,990,000.00 with the United States Department of Housing and Urban Development for the Granada Centre Project located at 6455 North Sheridan Road.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which stimulate private investment and promote decent housing in urban communities; and

WHEREAS, S.L.C. Properties, an Illinois corporation and a subsidiary of Senior Lifestyle Corporation, on behalf of a limited partnership to be formed, of which S.L.C. Properties will be the general partner, has proposed to purchase a site, located at 6455 North Sheridan Road to develop 43,000 square feet of commercial space and 308 rental apartments ("Project"). The Project will include 25 units which will be adaptable for physically handicapped residents and 47 units which will be available for low or moderate income residents; and

WHEREAS, The City of Chicago, through the Department of Housing, has prepared an application for an Urban Development Action Grant in the amount of \$4,990,000, to be used along with \$24,637,000 in funds from the Department of Housing and Urban Development under the Section 221(d)(4) Program which provides mortgage funds, and \$3,934,667 in private funds to construct the Project to be known as the Granada Centre; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$4,990,000 for the Granada Centre.

SECTION 2. That the Mayor of the City of Chicago, and the Commissioner of Housing are authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Project.

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

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO SETTLEMENT AGREEMENT REGARDING
*LOPEZ, ET AL. V. CITY OF
CHICAGO, ET AL.*

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Corporation Counsel is authorized to enter into and execute a settlement agreement in the following matter: *Lopez, et al. v. City of Chicago, et al.*, 82 L 14485, in the amount of \$185,058.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

SUBMISSION OF APPLICATIONS AND EXECUTION OF GRANT
CONTRACTS WITH FEDERAL AND STATE AGENCIES
FOR ADDITIONAL FUNDING OF JACKSON
PARK TRANSIT IMPROVEMENT
PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of applications and the execution of grant contracts for additional funding of the Jackson Park Transit Improvement Project in the amount of \$3,000,000.00 from the United States Department of Transportation, the Urban Mass Transportation Administration and the Illinois Department of Transportation.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinances passed by the City Council of the City of Chicago on August 17, 1983 (C.J. p. 1527) and October 1, 1984 (C.J. p. 9807) the Council authorized the submission of grant applications and the execution of grant contracts between the city and the U.S. Department of Transportation; and between the city and the Illinois Department of Transportation for the design, engineering and construction of the Jackson Park Transit Improvement Project in an amount up to \$26,000,000 of which \$22,100,000 is the federal share; \$3,892,500 is the state share; and \$7,500 is the city share; and

WHEREAS, Additional funding is required to carry out the project which will increase the total grant amount from \$26,000,000 to \$29,000,000; and

WHEREAS, These funds will be allocated as follows:

	Current Awards	This Amendment	New Budget
Federal Share	\$22,100,000	\$2,550,000	\$24,650,000
State Share	3,892,500	450,000	4,342,500
City Share	<u>7,500</u>	<u>-</u>	<u>7,500</u>
TOTAL:	\$26,000,000	\$3,000,000	\$29,000,000

WHEREAS, It is required by U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant gives assurances that it will comply with the aforesaid Title VI, and the U.S. Department of Transportation regulations established pursuant thereto; and

WHEREAS, It is the goal of the applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum, feasible opportunity to compete for contracts for construction, supplies, equipment, or consultant and other services; now, therefore,

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

SECTION 1. The Mayor is authorized to file applications and amendments thereto, with the U.S. Department of Transportation, Urban Mass Transportation Administration, and the Illinois Department of Transportation, for additional funds in an amount up to \$3,000,000 for a total project budget of up to \$29,000,000 on the Jackson Park Transit Improvement Project.

SECTION 2. The Mayor is further authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality, contracts and amendments thereto pertaining to the Jackson Park Transit Improvement Project.

SECTION 3. The Mayor is further authorized to file additional assurances and/or documents as may be required by the U.S. Department of Transportation to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended.

SECTION 4. The Mayor is further authorized to set forth and execute affirmative minority business procurement goals for the aforementioned Jackson Park Transit Improvement Project.

SECTION 5. The Commissioner of Public Works is authorized to furnish such additional information, and execute and file such additional assurances or other documents as the U.S. Department of Transportation and/or the Illinois Department of Transportation may require in connection with the applications.

SECTION 6. That the Commissioner of Public Works is authorized to carry out the project in accordance with federal, state and local requirements.

SECTION 7. There is hereby appropriated the sum of \$29,000,000 or such amounts as may be actually received from the U.S. Department of Transportation and/or the Illinois Department of Transportation for the Jackson Park Transit Improvement Project.

SECTION 8. The City Comptroller is hereby authorized to disburse such appropriated funds as are required to complete the Jackson Park Transit Improvement Project.

SECTION 9. This ordinance shall be effective by and from the date of its passage.

EXECUTION OF AGREEMENT WITH ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR FISCAL YEAR 1989
HIGHWAY PLANNING SERVICES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement in the amount of \$243,950.00 with the State of Illinois, Department of Transportation for fiscal year 1989 highway planning services.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 104(f) of Title 23 U.S.C. (i.e., Federal-Aid Highway Section of the U.S. Code) provides for highway planning funds, generally known as PL funds, to be apportioned to the State of Illinois for the purpose of carrying out Section 134 of Title 23 U.S.C.; and

WHEREAS, The Governor of the State of Illinois, pursuant to Title 23 C.F.R. 450.106, has designated the Chicago Area Transportation Study (C.A.T.S.) as the Metropolitan Planning Organization (M.P.O.) for the six-county northeastern Illinois region; and

WHEREAS, The State of Illinois has allocated PL funds to C.A.T.S. as the M.P.O., and the M.P.O., in turn, has allocated an amount not to exceed \$243,950 in PL funds to cover 85 percent of the costs to the City of Chicago for planning and programming the city's highway needs; and

WHEREAS, The City of Chicago will provide the 15 percent local match in the amount not to exceed \$43,050; now, therefore,

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

SECTION 1. That the agreement for Planning Services between the State of Illinois, acting by and through its Department of Transportation, and the City of Chicago, which agreement is incorporated herein by reference, which provides financial assistance to the city in the amount not to exceed \$287,000 of which \$243,950 (85%) is the state's share, and \$43,050 (15%) is the city's share, is hereby approved.

SECTION 2. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, the Agreement for Planning Services.

SECTION 3. That the Commissioner of Public Works is authorized and directed to carry out the provisions of said Agreement and to enter into a Memorandum of Agreement with the State of Illinois, and Cook County and the Chicago Area Transportation Study which is appended to said Agreement for Planning Services.

SECTION 4. That the Commissioner of Public Works is authorized and directed to execute any supporting documentation required by state and federal governments to implement the terms and provisions of said Agreement for Planning Services, and to amend said Agreement provided that there is no net change in the total dollar amount of the grant.

SECTION 5. That the city's matching share in the amount not to exceed \$43,050 will be in the form of cash match from Fund 100.

SECTION 6. That the City Comptroller is authorized to disburse grant funds in accordance with the budget of the Agreement for Planning Services.

SECTION 7. That this ordinance shall be in full force and effect from the date of its passage.

EXECUTION OF LOCAL COOPERATION AGREEMENT WITH UNITED
STATES ARMY CORPS OF ENGINEERS FOR SHORELINE
FLOOD CONTROL MEASURES AT VARIOUS LAKEFRONT
LOCATIONS AND ADDITIONAL AGREEMENT WITH
STATE OF ILLINOIS TO FUND CITY'S
LOCAL CONTRIBUTION
REQUIREMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a local cooperation agreement with the United States Army Corps of Engineers for shoreline flood control measures in the Edgewater/Rogers Park Area (Reach 6) and in the area from 67th to 75th Streets (Reach 7) and furthermore, to enter into an agreement in the amount of \$674,000.00 with the State of Illinois to fund the city's local contribution requirements.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Army Corps of Engineers (the "Corps") has developed a program of flood control measures for the shoreline of Lake Michigan in two reports entitled "Advanced Measures Report, Edgewater/Rogers Park Area of Chicago, Illinois - Reach 6" (dated March 23, 1988) and "Advanced Measures Report, 67th to 75th Streets, Chicago, Illinois - Reach 7" (dated March 21, 1988) together, the "Project", which recommend the construction of certain flood control measures at the following locations:

Location	Selected Facility
Reach 6	
5855 North Sheridan	Revetment
5901 North Sheridan	Revetment and Beach Nourishment
6145--6147 North Sheridan	Revetment
6249 North Sheridan	Breakwater
6301 North Sheridan	Revetment
6325 North Sheridan	Revetment
6363 North Sheridan	Revetment
Reach 7	
67th Street and South Shore Drive	Revetment
7251 South Shore Drive	Revetment and Jersey Barrier
2666 East 73rd Street	Revetment and Jersey Barrier
7321 South Shore Drive	Revetment
7337 South Shore Drive	Revetment

and

WHEREAS, Recently enacted federal law now requires that a local sponsor for federally funded lakeshore protection and flood control projects contribute a portion of the cost of such Project; and

WHEREAS, The local contribution requirements for the Reach 6 and Reach 7 portions of the Project have been estimated, respectively, at Four Hundred Thirty-nine Thousand and no/100 Dollars (\$439,000.00) and Two Hundred Thirty-five thousand and no/100 Dollars (\$235,000.00); and

WHEREAS, The State of Illinois Department of Transportation, Water Resources Division ("I.D.O.T.") has indicated its willingness to fund said local contribution requirements of the City of Chicago (the "City") as local sponsor of the Project; and

WHEREAS, The City Council has determined it to be in the best interests of the City to enter into a Local Cooperation Agreement with the Corps and an agreement with I.D.O.T. to provide for the local contribution requirement; now, therefore,

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

SECTION 1. The Commissioner of the Department of Public Works (the "Commissioner") is hereby authorized to execute and the City Clerk to attest, subject to the approval thereof by the Corporation Counsel, a Local Cooperation Agreement substantially in the form of Exhibit "A" attached hereto.

SECTION 2. The Commissioner is further authorized to execute and the City Clerk to attest, subject to the approval thereof by the Corporation Counsel, an agreement between the City and the State of Illinois (the "State") for the funding by the State of the local contribution for said Project.

SECTION 3. The Corporation Counsel is hereby authorized to prepare all documents and perform all acts required under the aforementioned agreements or otherwise necessary to implement this ordinance.

SECTION 4. This ordinance shall be in force and effect from the date of its passage and approval.

Exhibit "A" (Local Cooperation Agreement) attached to this ordinance reads as follows:

Exhibit "A".

*Agreement Between
The United States Of America*

And

*The City Of Chicago
For Flood Protection At
Reach 6 And Reach 7
Chicago, Illinois*

This Agreement, entered into this ____ day of _____, 1988, by and between the United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this Agreement, and the City of Chicago (hereinafter called the "City") under the provisions of Section 5 of Public Law 84-99 approved 18 August, 1941, as amended (33 U.S.C., 701n).

Witnesseth:

Whereas, the Governor of the State of Illinois on 29 May, 1986, requested assistance from the U. S. Army Corps of Engineers due to the imminent flood threat posed by the present Great Lakes water level; and

Whereas, said Section 5 of Public Law 84-99, as amended, provides supplementary assistance in performance of protective works required to cope with predicted flood flows, including the construction of levees or other protective works; and

Whereas, reports entitled "Advanced Measures Report, Edgewater/Rogers Park Area of Chicago, Illinois--Reach 6", dated 23 March, 1988 and "Advanced Measures Report, 67th to 75th Streets, Chicago, Illinois--Reach 7", dated 21 March, 1988, (hereinafter called "Advanced Measures Reports"), providing for the construction of required protective works and other interrelated features, were approved in April, 1988, under the provisions of Public Law 84-99, as amended; and

Whereas, in consideration of the benefits which are expected to accrue by reason of the participation of the United States in said protective works; and

Whereas, the City does hereby agree and pledge that it will truly and faithfully perform the following conditions as hereinafter agreed to;

Now, Therefore, the parties agree as follows:

1. The City agrees and pledges that, upon notification that the Government will commence construction of protective works under the provisions of Public Law 84-99, as amended, and in accordance with the Advanced Measures Reports, the City shall:

a. Provide, without cost to the United States, all lands, easements, and rights-of-way necessary for the authorized work.

b. Hold and save the United States free from damages due to the authorized work, exclusive of damages due to the fault or negligence of the United States or its contractors.

c. After completion of all authorized works, maintain and operate such works in a manner satisfactory to the Chief of Engineers, for a period of fifteen (15) years.

d. Contribute cash, prior to construction, equal to 30% of the construction cost of the project, including costs of engineering and design.

e. Comply with the provisions of Public Law 91-646, as amended, initially approved 2 January, 1971, entitled the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", in acquiring lands, easements and rights-of-way for the construction and subsequent maintenance of the project and inform affected persons of pertinent benefits, policies and procedures in connection with said Act.

f. Comply with Section 601 of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, in connection with the maintenance and operation of the project.

And further, the City, as a part of the aforesaid considerations, does hereby release and forever discharge the United States, its officers, employees, agents and assigns, in the prosecution of the proposed Advance Measures protective works herein contemplated from all claims, demands, actions and causes of action whatsoever, which may arise by reason of, or in any manner have grown out of or alleged to have grown out of, the construction of the said protective works as herein contemplated.

Permission is hereby granted to the United States of America, its officers, employees, agents and assigns and the Government contractors, their officers, employees, agents and assigns, to enter upon City lands and rights-of-way, including any additional rights-of-way to be obtained by the City for the purpose of performing the emergency flood control work hereinabove described.

It Is Hereby Certified that the undersigned have the legal authority to execute the above agreement; that the assistance herein requested is beyond the capability of local authorities; and that every possible effort shall continue to be made at the local level to accomplish effective protection from the flood.

Executed this _____ day of _____, 1988.

[Signature forms omitted for printing purposes.]

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

The Committee on Finance, to which had been referred (May 25, June 8 and 22, 1988) sundry proposed ordinances and an order transmitted therewith, to authorize the issuance of free permits, license fee exemptions and cancellation of existing water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

On motion of Alderman T. Evans, each of the said proposed ordinances and order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

Said ordinances and order, as passed; read respectively as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

The Art Institute Of Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Art Institute of Chicago, for Champlain Renovation Project on the premises known as Michigan Avenue at Adams Street.

Said building shall be used exclusively for exhibits 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.

Hyde Park Seventh Day Adventist Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Hyde Park Seventh Day Adventist Church, 4608 South Drexel Boulevard, for electrical installations on the premises known as 4450--4458 South Drexel Boulevard.

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

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

*Metro Chicago Habitat For Humanity.
(Westside Habitat)*

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 Metro Chicago

Habitat for Humanity (Westside Habitat), 367 North Karlov Avenue, for rehabilitation of a two-unit building on the premises known as 4051 West Monroe Street.

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

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

The Neighborhood Institute.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Neighborhood Institute, 1750 East 71st Street, for the development of a multi-family building on the premises known as 7010--7012 South Clyde Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Homes.

*Misericordia/Heart Of Mercy
(License Number 000014).*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia/Heart of

Mercy--Type C--(expiring license number 000014), 6300 North Ridge Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1988.

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

Misericordia/Heart Of Mercy
(License Number 000016).

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia/Heart of Mercy--Type C--(expiring license number 000016), 6300 North Ridge Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1988.

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

Misericordia/Heart Of Mercy
(License Number 000063).

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia/Heart of Mercy--Type C--(expiring license number 000063), 6300 North Ridge Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1988.

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

Hospitals.

Chicago College Of Osteopathic Medicine.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1988:

Chicago College of Osteopathic Medicine
5200 South Ellis Avenue.

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

Children's Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1988:

Children's Memorial Hospital
2300 Children's Plaza.

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

Public Place Of Amusement.

Other Enterprise (Culpepper And Merriweather Circus).

Ordered, That the Department of Revenue is hereby authorized and directed to give consideration to issuance of a Public Place of Amusement License, free of charge, to Other Enterprise (Culpepper and Merriweather Circus performance at Taste of Chicago July 1, 1988 to July 11, 1988) notwithstanding other ordinances of the city to the contrary.

CANCELLATION OF EXISTING WATER RATES.

All Saints Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$237.00, charged against All Saints Church, 4550 North Hermitage Avenue.

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

Chicago Historical Society.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates charged against the Chicago Historical Society, as follows:

Warrant No.	Amount	Building	Date
8-0033-01-0721-5	\$ 2.55	1659 North Clark Street	5/6/88
8-0033-01-0720-8	1,099.74	1659 North Clark Street	5/6/88
1-2508-05-4740-3	174.94	4853 North Ravenswood Avenue	5/9/88

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

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance, to which have been referred on June 22, 1988 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

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

Name And Address	Warrant No. And Type Of Inspection	Amount
Catholic Theological Union 5401 South Cornell Avenue	B1-805708	\$34.50
	B1-805672 (Bldg.)	57.50
Illinois Institute of Technology (various locations)	A1-411010	60.00
	A1-501599	60.00
	A1-508514 (Elev.)	60.00
	B1-521008	23.00
	B1-510217 (Bldg.)	34.50

Name And Address	Warrant No. And Type Of Inspection	Amount
LaSalle Partners 8735 West Higgins Road	B1-801044 (Bldg.)	\$126.50
The Norwegian Old Peoples Home Society 6016 North Nina Avenue	R1-801350 (Drwy. Maint.)	75.00
Saint Catherine of Genoa Church 840 West 118th Street	B1-806844 (Bldg.)	23.00
Saint Pauls House 3831 North Mozart Street	P1-801463 (Fuel Burn. Equip.)	456.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	A1-802873 (Elev.)	192.00
	B4-700245 (Fire Alarm)	138.00
Selfhelp Home for the Aged 908 West Argyle Street	R1-800614 (Drwy. Maint.)	75.00

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

INSTALLATION OF ALLEY LIGHT AT 6365 SOUTH
LOCKWOOD AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a light in the alley behind the premises located at 6365 South Lockwood Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

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

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman T. Evans, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

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

[Regular orders printed on pages 15025 through
15040 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 the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 15041 through
15044 of this Journal.]

7/13/88

REPORTS OF COMMITTEES

15025

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/07/87	15.00
ACOSTA	POLICE OFFICER	RECRUIT TRAINING	1/06/88	507.40
AGUIAR	POLICE OFFICER	FOURTEENTH DISTRICT	3/23/88	263.00
ALBERTS	CHRIS R	DETECTIVE DIV AREA 5 PROPERTY	10/01/86	2511.00
ALLEN	EDWARD	SIXTH DISTRICT	3/25/88	366.23
ALMANZA	LEROY	DETECTIVE DIV AREA 3 VIOLENT C	2/28/88	136.50
ALSTON	LENNIE E	SECOND DISTRICT	1/14/88	14.00
ALVAREZ	ROSENDO JR	SIXTEENTH DISTRICT	2/20/88	527.50
AMORI JR	LUIS	FIFTEENTH DISTRICT	3/17/88	265.00
ANDRE	LOUIS V	ELEVENTH DISTRICT	3/15/86	223.00
AUGUST	NATHANIE	THIRD DISTRICT	1/30/88	270.00
AUGUSTYN	JAMES W	FIFTH DISTRICT	2/16/88	217.70
AYERS	LARRY J	FIRST DISTRICT	2/11/88	358.50
BAILLY	THOMAS F	THIRD DISTRICT	3/27/87	267.50
BALOGCHI	LEONARD	THIRD DISTRICT	3/16/88	484.65
BARNES	GREGORY R	DETECTIVE DIV AREA 4 VIOLENT C	3/27/88	701.00
BARTON	JAMES H	FOURTH DISTRICT	3/18/88	380.25
BARTYLO	THOMAS	TWENTY-THIRD DISTRICT	2/12/88	82.00
BASTIE	JOHN	FOURTH DISTRICT	8/02/87	1399.00
BAUER	GEORGE	ROAD AND ARSON SECTION	3/21/88	3565.90
BEAUFRE	JOSEPH	FOURTH DISTRICT	11/04/87	105.00
BECKHORN	JOSEPH	FOURTH DISTRICT	3/15/88	69.10
BERTRAM	CHARLES E	INTERSECTION CONTROL UNIT	3/09/87	468.00
BEVAN	ALFRED G	ELEVENTH DISTRICT	3/21/88	245.00
BEYER	JOHN R	TWENTY-FIFTH DISTRICT	2/11/88	374.75
BILES	NARIN	NINETEENTH DISTRICT	1/03/88	225.00
BIRKEN	DAVID	TWENTY-THIRD DISTRICT	2/11/88	245.00
BLOOM	BERNARD H	FIRST DISTRICT	8/26/88	65.00
BLOOM	LAWRENCE D	TWENTY-FIFTH DISTRICT	1/29/88	167.25
BLOOM	BARBARA A	TWENTY-FOURTH DISTRICT	1/31/88	193.68
BLOOM	STEVEN	EIGHTEENTH DISTRICT	2/01/88	725.00
BLOOM	DAVID L	FIFTH DISTRICT	3/11/88	162.22
BLOOM	ROBERT C	EIGHTH DISTRICT	3/10/88	53.60
BLOOM	PATRICIA A	SEVENTH DISTRICT	2/22/88	261.00
BLOOM	WRIGHT L	RAVENS CRIMES ENFORCEMENT DIVISION	3/03/87	170.00
BLOOM	HAROLD	SEVENTH DISTRICT	2/10/88	2113.50
BLOOM	THOMAS J	SEVENTH DISTRICT	1/19/88	386.00
BLOOM	JOSEPH	TWENTY-FIFTH DISTRICT	2/11/88	425.60
BLOOM	EDWARD P	UNION LAW ENFORCEMENT	2/17/87	630.00
BLOOM	MATTHEW	FIFTEENTH DISTRICT	3/19/88	195.60
BLOOM	THOMAS E	SEVENTH DISTRICT	1/03/88	424.50
BLOOM	CHARLES J	THIRD DISTRICT	11/02/87	648.00
BLOOM	MATTHEW	SEVENTH DISTRICT	2/28/88	77.25
BLOOM	CLYDE S	FOURTH DISTRICT	6/20/87	211.00
BLOOM	ROBERT L	RECRUIT TRAINING	7/19/87	75.00
BLOOM	ROBERT	RECRUIT-SECOND DISTRICT	9/23/87	3026.00
BLOOM	ROBERT	FOURTH DISTRICT	1/26/88	113.87
BLOOM	ROBERT V	SEVENTEENTH DISTRICT	3/29/88	321.25
BLOOM	ROBERT	RECRUIT TRAINING	2/16/88	661.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BURN JR	ROBERT J	NINTH DISTRICT	12/14/87	3758.80
BAUNE	JOHN M	FIFTEENTH DISTRICT	9/23/87	53.00
BYRD	CHARLENE T	FIFTH DISTRICT	1/28/88	246.30
BYRNE	JAMES C	SEVENTEENTH DISTRICT	1/01/88	161.75
CALLAGREDE	WILLIAM	DETECTIVE DIV AREA 4 VIOLENT C	6/06/87	20.00
CALLAGHAN	WILLIAM M	NARCOTIC GENERAL ENFORCEMENT	1/25/88	153.50
CALLAHAN	MICHAEL	FOURTH DISTRICT	2/10/88	552.00
CALLENOS	HEMERISE A	ELEVENTH DISTRICT	3/08/88	405.00
CAMARENA	JESSE	FOURTH DISTRICT	2/26/88	355.05
CAMBELL	JOSEPH M	TEND AND ARSON SECTION	2/16/88	157.50
CAMBELL	WAYNE C	NINTH DISTRICT	3/05/88	243.00
CAMPICILLA	VINCENT	EIGHTH DISTRICT	1/03/84	300.00
CAPPETTO	JOSEPH	YOUTH DIVISION AREA ONE	2/10/88	124.70
CAPPJELLI	PHILLIP L	TWENTIETH DISTRICT	2/27/88	112.00
CARLSON	MARIE F	SIXTH DISTRICT	2/12/88	129.55
CARR	JUDITH L	ELEVENTH DISTRICT	1/27/88	211.50
CASEY	JEROME	EIGHTH DISTRICT	8/02/87	187.00
CASEY	TIMOTHY A	FIFTH DISTRICT	2/06/88	147.00
CASPER	JOHNNY	FIFTEENTH DISTRICT	2/29/88	229.00
CASIMELA	FRANK F	NINTH DISTRICT	9/07/87	2352.56
CASTRO	LOUIS	TENTH DISTRICT	1/07/88	212.50
CECHIN	ANNE F	MAJOR ACCIDENT INVESTIGATION S	2/12/88	545.50
CHAMBERS	LOUIE	THIRTEENTH DISTRICT	2/16/88	532.00
CHAPMAN	ROBERT F	TWENTY-FOURTH DISTRICT	9/10/87	18.00
CHESLOCK	MICHAEL J	TWENTY-FIFTH DISTRICT	1/30/88	127.00
CICCHION	CHESLER	TWENTY-FOURTH DISTRICT	1/06/88	411.25
CLOTURZYNSKI	ROBERT	SECOND DISTRICT	2/05/88	96.00
CLEMONS	GERIC D	GANG CRIMES ENFORCEMENT DIVISI	2/02/88	1682.50
COLLINS	MARY L	SECOND DISTRICT	3/18/87	69.00
COLLINS	MICHAEL S	SIXTH DISTRICT	3/12/87	67.00
COLLINS	TYRONE	TWENTY-THIRD DISTRICT	9/08/87	391.70
COLLINS	JAMES	SEVENTH DISTRICT	10/06/87	892.00
COMITO	JANICE D	AUTOMOTIVE FOUNUS SECTION	6/15/87	2100.00
CORNELIN	CAROLINE M	FIFTEENTH DISTRICT	3/19/87	72.00
CORNELLY	ANTHONY D	SEVENTH DISTRICT	1/10/88	392.00
CONSTANZO	RICHARD	SIXTEENTH DISTRICT	1/23/88	202.55
CONTANT	JOHN J	PUBLIC HOUSING DIVISION-SOUTH	1/17/88	612.00
CONWAY	KAREN D	RECRUIT TRAINING	1/18/88	170.70
COONS	MICHAEL	ELEVENTH DISTRICT	11/30/87	2032.50
COOBY	DANIEL W	SEVENTH DISTRICT	1/17/88	164.50
COYLE	ROBERT J	TWENTY-THIRD DISTRICT	11/21/87	68.00
CRAWFORD	DONALD	FIFTH DISTRICT	3/17/88	125.00
CROSBY	IRVIN E	TWENTY-FIFTH DISTRICT	3/23/88	281.50
CROWLEY	DIANA J	ELEVENTH DISTRICT	8/09/86	300.00
CURLEY	JOHN	THIRTEENTH DISTRICT	1/28/88	400.00
CURCLO	RANDALL T	EIGHTEENTH DISTRICT	2/21/88	96.65
CUTDINE	EUGENE A	TWENTY-FIFTH DISTRICT	1/02/88	311.00
DANIEL	LETINA	NOTOR MAINTENANCE DIVISION	2/27/88	546.50
		RECRUIT TRAINING	9/22/86	496.20

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BARLING-YATES				
BELOCA	APRIL	FOURTH DISTRICT	2/07/88	65.00
BERNARD	SALVATORE	NINTH DISTRICT	12/29/86	90.00
BERNARD	ANTHONY	NARCOTIC SPECIAL ENFORCEMENT	1/20/88	198.90
BERNARD	CRAIG A	RECRUIT TRAINING	2/02/88	576.00
BERNARD	JOHN S	TWENTY-THIRD DISTRICT	2/18/88	734.50
BERNARD	ROBERT M	DIANE LAW ENFORCEMENT	2/24/88	188.00
BERNARD	JOSEPH	DIANE LAW ENFORCEMENT	4/01/87	2196.48
BERNARD	ROSE M	RECRUIT TRAINING	1/06/88	336.00
BERNARD	THOMAS J	DIANE LAW ENFORCEMENT	1/11/88	231.98
BERNARD	DAVID W	RECRUIT TRAINING	2/27/88	227.00
BERNARD	GUS	RECRUIT TRAINING	1/01/88	366.00
BERNARD	MARK	NINTH DISTRICT	12/20/87	72.75
BERNARD	ANTHONY	SEVENTH DISTRICT	9/15/87	50.00
BERNARD	BYRON	SEVENTH DISTRICT	2/14/88	492.00
BERNARD	RHONDA D	YOUTH DIVISION AREA TWO	1/06/88	126.50
BERNARD	JAMES	NINTH DISTRICT	1/16/88	61.00
BERNARD	PATRICK G	SECOND DISTRICT	12/31/87	55.40
BERNARD	DANIEL	SEVENTH DISTRICT	3/27/88	569.33
BERNARD	THOMAS J	THIRTEENTH DISTRICT	8/29/87	147.00
BERNARD	JAMES F	RECRUIT TRAINING	12/14/87	307.00
BERNARD	JOHN J	FIFTH DISTRICT	10/06/87	16.00
BERNARD	MICHAEL P	TENTH DISTRICT	11/02/83	250.00
BERNARD	JAMES M	EIGHTEENTH DISTRICT	2/26/88	65.00
BERNARD	JAMES	NINTH DISTRICT	1/16/88	186.50
BERNARD	GEORGE F	ELEVENTH DISTRICT	2/01/88	367.75
BERNARD	RICCARDO G	SEVENTEENTH DISTRICT	2/03/88	50.90
BERNARD	SALVATORE	TENTH DISTRICT	2/13/88	246.50
BERNARD	ION M	NINETEENTH DISTRICT	1/29/88	210.00
BERNARD	JUDE	GANG CRIMES ENFORCEMENT DIVISI	2/25/88	139.00
BERNARD	WILLIE B	SEVENTH DISTRICT	2/03/88	927.55
BERNARD	PATRICK	RECRUIT TRAINING	9/13/87	14.00
BERNARD	DONALD	FIFTH DISTRICT	9/10/87	60.00
BERNARD	TRACY	NINETEENTH DISTRICT	2/04/88	298.00
BERNARD	BRITAN A	NINETEENTH DISTRICT	1/22/88	87.50
BERNARD	WILLIAM	PUBLIC HOUSING DIVISION-NORTH	12/17/87	62.00
BERNARD	JUAN	TWENTY-FIFTH DISTRICT	12/16/87	88.50
BERNARD	RAYMOND	TWENTY-THIRD DISTRICT	2/25/88	637.50
BERNARD	THOMAS V	TENTH DISTRICT	2/15/88	52.00
BERNARD	ROBERT W	TWENTY-SECOND DISTRICT	2/02/88	607.00
BERNARD	LINDA	EIGHTEENTH DISTRICT	1/19/88	141.05
BERNARD	MARTIN	YOUTH DIVISION AREA FIVE	1/02/88	1446.00
BERNARD	NANCY E	TWENTY-FOURTH DISTRICT	1/06/88	218.75
BERNARD	FRANK	YOUTH DIVISION AREA FOUR	12/10/87	238.00
BERNARD	RONALD	FOURTH DISTRICT	10/22/87	14.50
BERNARD	RONALD	FOURTH DISTRICT	1/02/88	79.85
BERNARD	LINDEN	SECOND DISTRICT	1/30/88	85.00
BERNARD	TERRENCE	TENTH DISTRICT	4/14/87	175.00
BERNARD	TERRY R	SIXTEENTH DISTRICT	1/05/88	957.75
BERNARD	FRANK J	SEVENTH DISTRICT	1/20/88	527.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FULTZ LORETTA	POLICE OFFICER	ELFVENTH DISTRICT	1/12/88	225.00
GATNER TIMOTHY P	POLICE OFFICER	CONLINE UNIT	6/15/87	1795.40
GAJEWSKI ANDREW	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/88	204.45
GAJEWSKI ANDREW	POLICE OFFICER	FIFTEENTH DISTRICT	2/28/88	209.00
GALLEGOS AREL A	POLICE OFFICER	RECRUIT TRAINING	1/06/88	122.00
GALLOWAY -BRISKY PHILIP J	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	11/09/87	14.00
GARCIA MORIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/21/87	35.00
GARDNER ROBERTICK	POLICE OFFICER	TENH DISTRICT	2/14/88	296.50
GARGUL JOHN M	POLICE OFFICER	FIFTEENTH DISTRICT	11/30/87	93.00
GATES RONALD	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/20/88	184.00
GATES TERI F	POLICE OFFICER	FIFTEENTH DISTRICT	2/24/88	215.00
GAYNOR SHARON R	POLICE OFFICER	NINTH DISTRICT	2/23/88	73.90
GEERS JAMES T	POLICE OFFICER	TENTH DISTRICT	1/06/88	68.00
GEROLI GENE R	POLICE OFFICER	THIRTEENTH DISTRICT	1/15/88	190.00
GERWIG ROBERT M	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/31/88	144.00
GIENE THOMAS C	POLICE OFFICER	NINETEENTH DISTRICT	2/02/88	83.00
GRILAREN EDWARD J	POLICE OFFICER	EIGHTEENTH DISTRICT	9/12/87	4205.07
GORMAN JOSEPH F	POLICE OFFICER	TENH DISTRICT	2/06/88	179.50
GOSTON VANESSA	POLICE OFFICER	EIGHTEENTH DISTRICT	12/03/87	44.00
GRAF ALBERT	POLICE OFFICER	EIGHTH DISTRICT	10/20/87	176.00
GRAMBERG MICHAEL E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/29/88	61.00
GRAYZECK CHARLES	POLICE OFFICER	SEVENTEENTH DISTRICT	1/24/88	160.16
GRZYB ALLAN J	POLICE OFFICER	SEVENTH DISTRICT	12/30/87	17.00
GUTIEREZ RICKY A	POLICE OFFICER	NINTH DISTRICT	2/15/88	610.00
HAIKE EDWARD JR.	POLICE OFFICER	SEVENTH DISTRICT	2/10/88	141.50
HANSEN ROBERT E	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/24/88	1322.00
HARRIS DALE J	POLICE OFFICER	TWENTYETH DISTRICT	11/17/85	9.20
HARRIS DALE J	POLICE OFFICER	TWENTYETH DISTRICT	1/24/88	401.19
HART VINCENT L	POLICE OFFICER	THIRD DISTRICT	8/25/87	2407.75
HAYES RAYMOND	POLICE OFFICER	ELEVENTH DISTRICT	1/11/88	932.00
HAYES REX	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/02/88	101.00
HAYS ROBERT T	POLICE OFFICER	FOURTH DISTRICT	1/29/88	134.50
HELLWITZ LAWRENCE I	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/14/88	227.25
HENDERSON ARTHUR B	POLICE OFFICER	THIRTEENTH DISTRICT	2/13/88	192.00
HENK JAMES P	POLICE OFFICER	FIFTH DISTRICT	1/28/88	326.75
HENNING THOMAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/28/88	292.50
HERNANDEZ NINA	POLICE OFFICER	NINTH DISTRICT	1/18/88	157.40
HILL WILLIAM E	POLICE OFFICER	RECRUIT TRAINING	2/08/88	164.00
HINES DARRON	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/87	1704.00
HOLMES JACK F	POLICE OFFICER	ELFVENTH DISTRICT	2/15/88	187.50
HOLMES RICHARD	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/13/88	10900.52
HOLT EUGEN	POLICE OFFICER	RECRUIT TRAINING	2/16/88	326.00
HUGUINY JANICE A	POLICE OFFICER	SEVENTEENTH DISTRICT	12/20/87	650.40
HOWARD GERARD	POLICE OFFICER	THIRD DISTRICT	6/12/87	14305.76
HURDSON THOMAS J	POLICE OFFICER	FOURTEENTH DISTRICT	12/02/87	89.00
HUELS KAREN A	POLICE OFFICER	SEVENTH DISTRICT	2/13/88	195.29
HURTO WILLIAM G	POLICE OFFICER	ELEVENTH DISTRICT	1/21/88	219.40
	POLICE OFFICER	NINTH DISTRICT	1/01/88	88.00
	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/88	160.40

7/13/88

REPORTS OF COMMITTEES

15029

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HYATT KENNETH R	POLICE OFFICER	THIRTEENTH DISTRICT	1/05/88	139.00
IVERS KAREN A	POLICE OFFICER	NINTH DISTRICT	2/23/88	46.00
JACKSON EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	201.00
JACKSON EUGENE	POLICE OFFICER	SEVENTH DISTRICT	10/27/87	140.00
JANUSZYK DONALD F	POLICE OFFICER	SECOND DISTRICT	1/28/88	72.50
JARMUSZ DAVID	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/20/88	1050.00
JENKINS JOHNNIE B	POLICE OFFICER	RECRUIT TRAINING	2/22/87	80.00
JOHNSON IWAYNE	POLICE OFFICER	TENTH DISTRICT	9/12/87	237.50
JOHNSON EDWARD M	POLICE OFFICER	SEVENTH DISTRICT	1/28/88	85.00
JOHNSON FRANK	POLICE OFFICER	THIRTEENTH DISTRICT	2/19/88	886.00
JOHNSON HAROLD F	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/28/86	152.00
JOHNSON PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	9/24/87	135.00
JOHNSON ROBERT	POLICE OFFICER	ELEVENTH DISTRICT	2/16/88	44.00
JONES JAMES J	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	8/03/87	69.00
JONES MICHAEL J	POLICE OFFICER	NINETEENTH DISTRICT	1/29/88	120.25
JONES PENELOPE	POLICE OFFICER	FIFTEENTH DISTRICT	11/15/87	104.40
JONES RALPH	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/83	144.00
JONES RICHARD A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/88	391.85
JORDAN JOHN H	POLICE OFFICER	FIFTH DISTRICT	2/10/88	246.75
JOVAROVICH ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/17/87	50.00
JUSTO MICHAEL J	POLICE OFFICER	FIRST DISTRICT	12/17/87	118.50
KACINSKI THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	1/30/88	504.00
KATATING ROBERT F	POLICE OFFICER	NINTH DISTRICT	10/24/87	661.50
KELLY NELLY	POLICE OFFICER	FOURTH DISTRICT	2/18/77	434.50
KELLY NELLY	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	12/15/87	126.00
KERSTING BRUCE	POLICE OFFICER	SEVENTH DISTRICT	6/04/87	5010.00
KING ALFRED J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/30/87	788.00
KING ALFRED J	POLICE OFFICER	FIFTEENTH DISTRICT	2/23/88	187.50
KING ALFRED J	POLICE OFFICER	FIFTENTH DISTRICT	2/02/88	891.00
KNUITSON NORMAN C	POLICE OFFICER	FIRST DISTRICT	2/15/88	112.50
KOCHLER FRANK R	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINIST	2/03/88	209.00
KOFISKY CHRISTINE A	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	10/10/87	1339.00
KORZENIEWSKI RONALD L	POLICE OFFICER	TWELFTH DISTRICT	1/10/88	93.50
KORZENIEWSKI MARGARET	POLICE OFFICER	ELEVENTH DISTRICT	2/03/88	242.00
KRISCHUNAS EDWARD R	POLICE OFFICER	ELEVENTH DISTRICT	2/02/88	449.00
KRUYER FRANK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/18/87	96.00
KRUYER MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/25/88	133.05
KUNTS JAMES J	POLICE OFFICER	RECRUIT TRAINING	9/10/87	55.00
LAFRES MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/22/87	24.00
LAPPE JAMES C	POLICE OFFICER	SIXTEENTH DISTRICT	2/22/88	118.00
LASCOLA EILEEN	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	2/09/88	217.00
LATKOWSKI JAMES R	POLICE OFFICER	NINTH DISTRICT	1/16/88	187.00
LAWRENCE MICHAEL	POLICE OFFICER	FIFTH DISTRICT	5/15/89	120.00
LAWRENCE-MAKOWSKI NATHAN M	POLICE OFFICER	THIRTEENTH DISTRICT	11/07/87	80.00
LAZZARO MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	6/26/85	30.00
LEACH LINELL E	POLICE OFFICER	FIRST DISTRICT	11/24/87	265.75
LEAHY KAREN S	POLICE OFFICER	RECRUIT TRAINING	2/06/87	3292.50
LEWIS CRAIG M	POLICE OFFICER	FOURTEENTH DISTRICT	1/28/88	181.00
LEWIS TAINYA	POLICE OFFICER	SECOND DISTRICT	12/23/87	175.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LIBERTY	POLICE OFFICER	DEFECTIVE DIV AREA 1 VIOLENT C	2/19/88	150.00
LIERER	POLICE OFFICER	UNKNOWN	1/28/88	100.26
LINDFORD	POLICE OFFICER	NINETEENTH DISTRICT	2/24/88	619.50
LINDSAY	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/07/88	85.00
LIPINSKI	POLICE OFFICER	NINTH DISTRICT	2/05/88	46.00
LOCKRIDGE	POLICE OFFICER	FIFTH DISTRICT	2/24/88	113.22
LOHMAN	POLICE OFFICER	RECRUIT TRAINING	12/24/87	48.00
LONG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/14/88	60.00
LONGOS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	1/19/88	223.00
LOPEZ	POLICE OFFICER	RECRUIT TRAINING	3/21/88	302.50
LOPLI	POLICE OFFICER	NINTH DISTRICT	12/15/87	121.00
LOTTIS	POLICE OFFICER	NINETEENTH DISTRICT	8/01/87	84.50
LUNT	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	3/18/87	380.00
MACHILLAN	POLICE OFFICER	ELIGENTH DISTRICT	11/29/87	716.00
MADSEN	POLICE OFFICER	ELEVENTH DISTRICT	2/04/88	187.50
MAJOR	POLICE OFFICER	SIXTEENTH DISTRICT	2/27/88	337.90
MAKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/21/87	205.25
MALONEY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/17/87	11062.00
MARCHIA	POLICE OFFICER	TWELFTH DISTRICT	2/13/88	80.00
MARCINI	POLICE OFFICER	FOURTEENTH DISTRICT	2/02/88	110.00
MAREN	POLICE OFFICER	FIFTH DISTRICT	2/06/88	157.00
MARNS	POLICE OFFICER	NINETEENTH DISTRICT	1/13/88	728.00
MAROWALLY	POLICE OFFICER	NINETEENTH DISTRICT	2/26/88	104.00
MARTIN	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/11/86	300.00
MARTIN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	2/09/88	165.00
MARTINEZ	POLICE OFFICER	FOURTH DISTRICT	1/22/88	127.00
MASON	POLICE OFFICER	FOURTEENTH DISTRICT	11/15/87	17.00
MATHEWS	POLICE OFFICER	FIFTH DISTRICT	2/02/88	158.00
MATTERA	POLICE OFFICER	FOURTH DISTRICT	2/25/88	187.00
MAXWELL	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/88	76.50
MAYS	POLICE OFFICER	SECOND DISTRICT	1/28/88	986.50
MCCAFFERY	POLICE OFFICER	THIRD DISTRICT	7/07/87	257.00
MCCAFFERY	POLICE OFFICER	FIFTEENTH DISTRICT	11/12/87	217.00
MCCANN	POLICE OFFICER	CHARGE SECURITY	8/22/87	33.00
MCCANN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	7/11/84	225.50
MCCANN	POLICE OFFICER	FIFTH DISTRICT	2/11/88	228.70
MCCLELLAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/20/86	4296.00
MCCLELLAN	POLICE OFFICER	SIXTH DISTRICT	2/24/88	214.63
MCCLELLAN	POLICE OFFICER	SECOND DISTRICT	1/20/88	155.00
MCCORMACK	POLICE OFFICER	SIXTH DISTRICT	1/18/88	426.15
MCKENRICK	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/16/88	6350.75
MCKENRICK	POLICE OFFICER	EIGHTH DISTRICT	9/01/87	3100.26
MCKENRICK	POLICE OFFICER	EIGHTH DISTRICT	2/20/88	446.00
MCKENRICK	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	210.00
MENDOZA	POLICE OFFICER	RECRUIT TRAINING	10/03/86	56.00
MEZICRE	POLICE OFFICER	FIFTEENTH DISTRICT	2/22/88	212.50
MIDNA	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/07/87	854.50
MILLER	POLICE OFFICER	NINETEENTH DISTRICT	2/02/88	110.00
MIRANDA	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/10/87	256.00

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CITY COUNCIL ORDERS

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REGULAR ORDERS

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MITZNER ROBERT P	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/87	36.90
MODESTO JAMES	POLICE OFFICER	FIRST DISTRICT	5/30/70	75.00
MONESTERO PHILLIP J	POLICE OFFICER	TWELFTH DISTRICT	1/30/86	1309.97
MONTELLA FERNANDO E	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	12/09/87	255.00
MOORE JAMES F	POLICE OFFICER	FIFTEENTH DISTRICT	2/03/88	672.00
MOORE THOMAS P	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/13/87	35.00
MOORE-FOWELL CENTERIA	POLICE OFFICER	FIFTH DISTRICT	8/04/87	806.00
MURKIN JEAN	POLICE OFFICER	SECOND DISTRICT	2/13/88	249.00
MURKIN-RHODES JUAN	POLICE OFFICER	TWELFTH DISTRICT	1/16/88	50.00
MURKIN RONALD L	POLICE OFFICER	RECRUIT TRAINING	2/22/88	35.00
MURKIN SUSAN	POLICE OFFICER	NINETEENTH DISTRICT	1/28/88	137.99
MURKIN CARLOS	POLICE OFFICER	RECRUIT TRAINING	1/15/88	231.70
MURKIN JAMES J	POLICE OFFICER	NINTH DISTRICT	2/10/88	68.50
MURKIN MICHAEL	POLICE OFFICER	CHARGE LAW ENFORCEMENT	1/23/88	216.00
MURKIN GERARD	POLICE OFFICER	TENTH DISTRICT	1/18/88	832.29
MURKIN ROLAND L	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/09/88	140.60
MURKIN RONALD	POLICE OFFICER	FOURTH DISTRICT	8/15/87	130.00
MURKIN DAVID M	POLICE OFFICER	FIRST DISTRICT	1/19/88	136.75
MURKIN KATHLEEN	POLICE OFFICER	RECRUIT TRAINING	2/27/87	2857.50
MURKIN PHILLIP	POLICE OFFICER	SEVENTEENTH DISTRICT	1/24/88	331.41
MURKIN ARTHUR M	POLICE OFFICER	TWENTYTH DISTRICT	1/17/88	632.50
MURKIN SHARON	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/15/87	2060.65
MURKIN DARLENE A	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/86	1140.00
MURKIN STARLEY	POLICE OFFICER	ELEVENTH DISTRICT	2/18/88	131.00
MURKIN CYNTHIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/31/88	11637.75
MURKIN JOHN	POLICE OFFICER	TWENTYTH DISTRICT	10/15/87	158.00
MURKIN PAUL F	POLICE OFFICER	FIRST DISTRICT	12/06/87	475.80
MURKIN RUBEN	POLICE OFFICER	ELEVENTH DISTRICT	12/14/87	4697.40
MURKIN RUBEN	POLICE OFFICER	ELEVENTH DISTRICT	2/22/88	313.50
MURKIN KATHLEEN A	POLICE OFFICER	SEVENTH DISTRICT	1/03/88	3102.88
MURKIN EDWARD L	POLICE OFFICER	CHARGE LAW ENFORCEMENT	2/24/88	60.00
MURKIN LARRY E	POLICE OFFICER	NINTH DISTRICT	2/07/88	221.90
MURKIN CORNELIUS	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/22/87	28.00
MURKIN MARTIN	POLICE OFFICER	TENTH DISTRICT	2/13/88	65.00
MURKIN WAYNE H	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/26/87	79.00
MURKIN RICHARD	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	10/16/87	220.00
MURKIN JAMES	POLICE OFFICER	EIGHTH DISTRICT	12/14/87	135.00
MURKIN JOHN A	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	8/07/87	840.50
MURKIN ESTANISLAC	POLICE OFFICER	TENTH DISTRICT	1/31/88	65.00
MURKIN MICHAEL A	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	11/19/87	355.00
MURKIN JAMES R	POLICE OFFICER	NINTH DISTRICT	2/23/88	600.50
MURKIN FLOYD	POLICE OFFICER	TENTH DISTRICT	6/14/87	20.00
MURKIN JOSE S	POLICE OFFICER	ELEVENTH DISTRICT	11/15/87	25.00
MURKIN CONSTANCE M	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/21/85	305.00
MURKIN JONET L	POLICE OFFICER	DETECTIVE DIVISION ADMINISTRATION	12/14/87	104.25
MURKIN GLENN M	POLICE OFFICER	ELEVENTH DISTRICT	7/27/87	199.00
MURKIN TED	POLICE OFFICER	FIRST DISTRICT	5/29/87	25.00
MURKIN JAMES T	POLICE OFFICER	FIFTEENTH DISTRICT	12/26/86	93.00
MURKIN ROBERT D	POLICE OFFICER	THIRD DISTRICT	5/23/87	425.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FORTILLO	POLICE OFFICER	ELEVENTH DISTRICT	1/26/88	324.00
FORTIS	POLICE OFFICER	THIRD DISTRICT	8/01/87	257.00
FRIVYL	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	2/24/88	474.00
FUSATERI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/87	596.50
QUAD	POLICE OFFICER	FOURTEENTH DISTRICT	2/02/88	327.00
RAAD	POLICE OFFICER	INTELLIGENCE SECTION	1/28/88	434.60
RALPH	POLICE OFFICER	TWELFTH DISTRICT	2/05/88	50.00
RAMON	POLICE OFFICER	SIXTEENTH DISTRICT	2/15/88	375.00
RESCINE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/16/85	25.00
RESENDEZ	POLICE OFFICER	THIRTEENTH DISTRICT	12/10/87	476.00
RESTIVO	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/87	3813.75
REYES	POLICE OFFICER	TWELFTH DISTRICT	2/18/88	50.00
REYNOLDS	POLICE OFFICER	SIXTEENTH DISTRICT	1/01/88	187.50
REYNOLDS	POLICE OFFICER	SEVENTH DISTRICT	7/12/87	71.00
RHINUS	POLICE OFFICER	FOURTH DISTRICT	5/28/87	177.25
RINALDI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/14/88	227.50
RINE	POLICE OFFICER	TWELFTH DISTRICT	2/29/88	145.00
ROBINSON	POLICE OFFICER	THIRD DISTRICT	1/15/88	295.30
ROBINSON	POLICE OFFICER	ELEVENTH DISTRICT	2/24/88	1134.00
RODRIGUEZ	POLICE OFFICER	RECRUIT TRAINING	2/25/88	508.40
RODRIGUEZ	POLICE OFFICER	RECRUIT TRAINING	1/10/88	181.50
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	11/11/87	3866.91
ROGERS	POLICE OFFICER	SIXTEENTH DISTRICT	2/16/88	172.63
ROMERO	POLICE OFFICER	RECRUIT TRAINING	2/11/88	367.00
ROSADO	POLICE OFFICER	THIRTEENTH DISTRICT	2/27/88	142.00
ROSAS	POLICE OFFICER	TENTH DISTRICT	12/17/84	574.00
ROWLEY	POLICE OFFICER	NINTH DISTRICT	2/07/88	578.68
RUBIN	POLICE OFFICER	ELEVENTH DISTRICT	2/19/88	63.00
RUIZ	POLICE OFFICER	TWELFTH DISTRICT	6/18/87	614.00
RUIZ	POLICE OFFICER	SIXTEENTH DISTRICT	2/22/88	1325.00
RUIZ	POLICE OFFICER	TENTH DISTRICT	1/25/88	18.25
RYAN	POLICE OFFICER	FOURTEENTH DISTRICT	2/07/88	100.00
SAKIO	POLICE OFFICER	TENTH DISTRICT	12/07/87	304.00
SALCEDO	POLICE OFFICER	THIRTEENTH DISTRICT	2/27/88	268.00
SALUSTRO	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/24/87	43.00
SANABRIA	POLICE OFFICER	TWELFTH DISTRICT	7/25/87	27.00
SANCHEZ	POLICE OFFICER	TWELFTH DISTRICT	1/17/88	145.00
SANCHEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/11/88	14.00
SANDERS	POLICE OFFICER	CORPUS UNIT	12/28/87	265.00
SANDERS	POLICE OFFICER	TWELFTH DISTRICT	4/01/87	210.00
SANDERS	POLICE OFFICER	SIXTEENTH DISTRICT	2/11/88	185.50
SARGUS	POLICE OFFICER	SIXTEENTH DISTRICT	2/21/88	242.25
SASSO	POLICE OFFICER	EIGHTEENTH DISTRICT	1/19/87	49.00
SCAPARONE	POLICE OFFICER	NINTH DISTRICT	2/22/88	375.00
SCARFETTI	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	12/15/87	30.00
SCHAEFER	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/29/88	128.95
SCHAFER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/16/88	172.00
SCHULTE	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	6/17/87	182.00
SCHULTZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/10/88	138.25

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	**** UNIT OF ASSIGNMENT ****	DATE INJURED	VOUCHER TOTAL
SCHWARTZ	POLICE OFFICER	EIGHTEENTH DISTRICT	11/14/87	7.00
SEGOVIA	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/87	329.35
SHERMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/20/88	48.00
SEWARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/30/87	2237.70
SEYTON	POLICE OFFICER	FOURTH DISTRICT	2/25/88	169.25
SHOFIN	POLICE OFFICER	TWELFTH DISTRICT	9/08/86	251.50
SHORTER	POLICE OFFICER	FIFTH DISTRICT	2/29/88	165.50
SHOUF	POLICE OFFICER	FIFTH DISTRICT	11/12/87	123.28
SINKSKI	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	5/03/87	55.00
SIMMONS	POLICE OFFICER	FOURTH DISTRICT	11/23/87	39.00
SIMPSON	POLICE OFFICER	SIXTEENTH DISTRICT	12/30/87	108.45
SKIFFER	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/28/88	318.00
SKRZYFEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/12/88	135.00
SMITH	POLICE OFFICER	TWELFTH DISTRICT	4/04/87	224.00
SMITH	POLICE OFFICER	FIFTH DISTRICT	2/13/88	237.00
SMITH	POLICE OFFICER	FIFTH DISTRICT	2/25/88	433.50
SPARNO	POLICE OFFICER	SEVENTEENTH DISTRICT	12/08/87	40.00
SPEIDEN	POLICE OFFICER	FOURTEENTH DISTRICT	9/21/87	17.00
SPELLMAN	POLICE OFFICER	FOURTEENTH DISTRICT	2/16/88	84.05
SPENCER	POLICE OFFICER	FOURTEENTH DISTRICT	1/17/88	193.00
STACHON	POLICE OFFICER	YOUTH DIVISION AREA SIX	2/29/88	45.00
STADON	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/21/87	1042.00
STEVENS	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/15/88	249.70
STEWART	POLICE OFFICER	TRAINING DIVISION	12/01/87	90.00
STOCKREHER	POLICE OFFICER	FIFTEENTH DISTRICT	6/20/84	73.00
STOKES	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/88	174.00
STOREY	POLICE OFFICER	TWELFTH DISTRICT	12/24/87	274.09
SUMMERVILLE	POLICE OFFICER	RECRUIT TRAINING	3/16/88	344.00
SWEETHEY	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	12/12/87	435.00
SZELAG	POLICE OFFICER	FOURTH DISTRICT	2/28/88	459.30
TANNEHILL	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/31/87	393.00
TAUBER	POLICE OFFICER	RECRUIT TRAINING	2/20/88	190.50
THOMAS	POLICE OFFICER	RECRUIT TRAINING	1/11/88	252.09
THOMAS	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/01/87	235.00
THOMAS	POLICE OFFICER	FOURTH DISTRICT	12/21/87	126.00
TINERELLA	POLICE OFFICER	FIFTEENTH DISTRICT	3/24/88	393.75
TINSMAN	POLICE OFFICER	SECOND DISTRICT	12/14/87	21.00
TOLLIVER	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	6/27/87	602.00
TOOLTS	POLICE OFFICER	TWELFTH DISTRICT	12/02/87	150.00
TORRES	POLICE OFFICER	RECRUIT TRAINING	2/19/88	282.03
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	3/13/88	421.00
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	3/24/88	247.00
TRAFLICANTI	POLICE OFFICER	RECRUIT TRAINING	2/29/88	577.25
TRAHANAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/15/88	166.70
TREMAINE	POLICE OFFICER	FIFTEENTH DISTRICT	1/22/88	10899.33
TREPAC	POLICE OFFICER	TRAINING DIVISION	3/22/88	208.27
TRIPP	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/24/88	183.50
TROTTER	POLICE OFFICER	UNKNOWN	3/30/88	2296.00
	POLICE OFFICER	FIFTH DISTRICT	2/18/88	291.73

CITY OF CHICAGO

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TUCKER	JAMES A	POLICE OFFICER	FIRST DISTRICT	95.00
TUNNO	JOSEPH F	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4359.95
TURNER	ERNEST F	POLICE OFFICER	ELEVENTH DISTRICT	421.00
TURNER	GLENN	POLICE OFFICER	ELEVENTH DISTRICT	44.00
TUTTLE	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	3300.60
UTTERBACK	EDWARD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	113.00
VEGUILLA	ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	130.00
VENTICINQUE	PAUL M	POLICE OFFICER	FOURTEENTH DISTRICT	160.00
VINSON	ALEC	POLICE OFFICER	FIFTH DISTRICT	710.88
VITTORINI	BETTY	POLICE OFFICER	FIFTEENTH DISTRICT	393.00
VLECK	PAMELA	POLICE OFFICER	SIXTH DISTRICT	25.00
WAGNER	MAUREEN A	POLICE OFFICER	RECRUIT TRAINING	251.50
WALERSZAK	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	159.00
WALLACE	ANDREW E	POLICE OFFICER	NINETEENTH DISTRICT	346.00
WALSH	DESMOND	POLICE OFFICER	THIRTEENTH DISTRICT	117.00
WALTON	THOMAS M	POLICE OFFICER	TWENTYTH DISTRICT	106.72
WARD	JANET C	POLICE OFFICER	FIFTH DISTRICT	175.00
WARD	JOHN	POLICE OFFICER	FOURTH DISTRICT	759.00
WARE	HENRY	POLICE OFFICER	NINTH DISTRICT	30.00
WARE	WILLIE	POLICE OFFICER	TRAINING DIVISION	110.00
WARLING	EUGENE	POLICE OFFICER	ELEVENTH DISTRICT	50.00
WASHINGTON	EARL B	POLICE OFFICER	NINTH DISTRICT	4339.06
WEERS	JOEL R	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	303.00
WEHRIELM	EILEEN	POLICE OFFICER	FOURTEENTH DISTRICT	90.00
WEISS	ELLYNE	POLICE OFFICER	FOURTEENTH DISTRICT	792.50
WESTPHAL	MARY G	POLICE OFFICER	FOURTEENTH DISTRICT	231.00
WHEELER	ROBERT D	POLICE OFFICER	FOURTEENTH DISTRICT	437.00
WHITE	RALPH D	POLICE OFFICER	NINTH DISTRICT	46.00
WHITMORE	ROY L	POLICE OFFICER	EIGHTH DISTRICT	85.25
WILLIAMS	DELORES M	POLICE OFFICER	FOURTEENTH DISTRICT	212.00
WILLIAMS	ERNEST L	POLICE OFFICER	THIRTEENTH DISTRICT	165.00
WILLIAMS	NICHOLAS M	POLICE OFFICER	FIFTH DISTRICT	165.53
WILLIAMS	STACY	POLICE OFFICER	FIFTH DISTRICT	1599.10
WILLIAMSON	MICHAEL P	POLICE OFFICER	FIFTH DISTRICT	227.80
WINSBERG	JERI L	POLICE OFFICER	RECRUIT TRAINING	174.95
WOLCIECHOWSKI	RONALD D	POLICE OFFICER	YOUTH DIVISION AREA SIX	170.00
WOJCICK	ANTHONY T	POLICE OFFICER	FOURTEENTH DISTRICT	372.45
WOJCIK	JOSEPH J	POLICE OFFICER	FOURTEENTH DISTRICT	200.00
WOOTEN	VERNITA	POLICE OFFICER	FOURTEENTH DISTRICT	457.25
WOORTH	SONIA	POLICE OFFICER	FIFTH DISTRICT	639.40
WOORTH	HOMER	POLICE OFFICER	TRAFFIC COURT SECTION	133.05
WOORTH	JOHN E	POLICE OFFICER	THIRD DISTRICT	190.25
YRIGUEZ	MARK S	POLICE OFFICER	THIRD DISTRICT	275.00
ZACHARIAS	ROGER	POLICE OFFICER	THIRTEENTH DISTRICT	472.50
ZENE	RAYMOND T	POLICE OFFICER	THIRTEENTH DISTRICT	75.00
ZOLLER	RICHARD J	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	473.87
ZURKO	KATHLEEN A	POLICE OFFICER	THIRTEENTH DISTRICT	242.00
ALLEN	VERDIE	PARAMEDIC	AMBULANCE 37	163.19

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	MICHAEL	TRUCK 10	2/06/88	90.00
AUGUSTINE	CURT W	DISTRICT RELIEF 5	1/08/87	23.16
AUGUSTINE	CURT W	UNKNOWN	12/31/87	92.75
BALCAUSKI	RAYMOND	TRUCK 8	2/21/88	211.00
BARRETT	MICHAEL	TRUCK 44	4/12/87	93.00
BARRIENTOS	PETER	AMBULANCE 13	12/28/87	3248.50
BARRINGER	ROBERT	AMBULANCE 32	11/10/87	34.00
BEARY	ROBERT	AMBULANCE 32	4/29/87	250.75
BELLAIR	GEORGE	TRUCK 3	2/17/88	227.00
BENSON	WILLIAM	ENGINE COMPANY 47	2/08/85	62.88
BEST	MARK	ENGINE COMPANY 73	1/16/87	358.00
BIEHL	ISSAC H	ENGINE COMPANY 14	12/09/87	331.25
BISKUP	RICHARD	AMBULANCE 45	10/31/87	25.00
BIVIER	RICK	ENGINE COMPANY 23	6/16/87	119.00
BLOSS	JACQUELINE	DISTRICT RELIEF 3	1/19/88	209.75
BOMBENGER	CHARLES	ENGINE COMPANY 7	2/08/88	136.50
BONKO	THOMAS	ENGINE COMPANY 121	10/27/85	19615.18
BOTTGER	NANCY	AMBULANCE 12	4/04/86	211.00
BRETT	BRUCE	ENGINE COMPANY 65	9/19/87	214.38
BROCKE	MATTHEW	UNKNOWN	2/13/87	161.00
BUFFORD	RAYMOND	TRUCK 27	3/23/88	175.00
BUGAJ	GREGORY	ENGINE COMPANY 26	9/26/87	85.00
BUGAJ	DEBRA	AMBULANCE 47	8/15/87	138.75
BURKE JR	DEBRA	AMBULANCE 47	3/15/87	49.50
BUTLER	FATICK	TRUCK 14	1/11/88	8469.64
BYRNE	JAMES	ENGINE COMPANY 47	1/04/86	95.00
CALES	DAVID	ENGINE COMPANY 116	2/12/88	127.00
CARKORNEAU	THOMAS	ENGINE COMPANY 8	4/09/83	2358.60
CARUSO	JAMES S	SQUAD 1	12/18/87	138.25
CASANOVA	CARLOS	AMBULANCE 42	11/05/87	162.75
CHANDERS	CARLOS	ENGINE COMPANY 44	7/22/87	755.50
CIANKA	DOREEN	AMBULANCE 27	3/30/88	71.90
CLARK	PATRICIA	EMERGENCY MEDICAL SERVICES HQ	11/09/87	32.18
CLAYBOURNE	GILBERT	AMBULANCE 22	2/05/88	256.40
CNDTA	RONALD	TRUCK 11	1/10/88	187.00
COLON	FRED A	DISTRICT RELIEF 3	12/24/86	542.00
COFFE	PATRICIA	AMBULANCE 33	1/03/88	467.60
CORNERO SR	MICHAEL G	DISTRICT RELIEF 5	10/30/87	268.50
CORSELO	JOSEPH	ENGINE COMPANY 72	2/07/88	369.00
CRAWFORD	DONALD	AMBULANCE 48	3/01/88	105.90
CROFTIN	WILLIAM	BATTALION 1/ENGINE COMPANY 13	7/20/87	2542.16
CUNNINGHAM	EUGENE H	ENGINE COMPANY 8	2/05/88	291.00
CZERWIONKS	EDWARD	TRUCK 44	6/26/87	3871.57
DAFFIN	MICHAEL	ENGINE COMPANY 43	2/21/88	305.00
DANIELS	ALPHONSO	TRUCK 18	2/17/88	161.00
DEYONGE	DARWIN	TRUCK 32	3/31/88	134.60
DIVER	MICHAEL	ENGINE COMPANY 79	10/12/86	144.20
DONAHUE	RICHARD	ENGINE COMPANY 95	8/21/86	127.00
	JAMES D	DISTRICT RELIEF 5	11/17/87	847.60

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HAYNES	FIREFIGHTER	ENGINE COMPANY 19	10/15/87	951.00
HEALY	FIREFIGHTER	UNKNOWN	10/01/87	240.90
HEISER	FIREFIGHTER	TRUCK 14	2/16/88	189.00
HELGESON	FIREFIGHTER	TRUCK 14	1/11/88	371.50
HENNELLY	FIREFIGHTER	TRUCK 50	10/08/87	291.50
HILLISTAD	PARAMEDIC	AMBULANCE 22	7/27/87	377.00
HILLMERT	ENGINEER	ENGINE COMPANY 142	1/07/88	2127.85
HOEH	PARAMEDIC	CANDIDATE TRAINING	4/28/87	135.00
HOEHN	LIEUTENANT	ENGINE COMPANY 57	2/05/88	263.00
HOFFMAN	JOHN	TRUCK 20	4/09/88	127.50
HOLMAN	MARK	ENGINE COMPANY 124	5/02/87	102.05
HOLMAN	MARK	ENGINE COMPANY 124	11/12/87	113.07
HURIST	ENGINEER	ENGINE COMPANY 55	9/26/87	1107.00
HUSTY	THOMAS	TRUCK 60	9/03/87	308.00
HOME	EDWARD F	UNKNOWN	7/22/87	60.00
HUECK	WALTER	AMBULANCE 15	2/04/88	195.00
HUGHES	GERALD	ENGINE COMPANY 23	1/06/88	260.00
HUMPHRIES	CURTIS	ENGINE COMPANY 99	9/21/87	270.00
HURN	IRIAN	AMBULANCE 14	6/22/87	50.00
HYNES	JAMES	BATTALION 21	5/16/87	40.00
IMPARATO	ANGELO	TRUCK 8	12/29/87	161.10
JACKSON	MOSE	TRUCK 17	12/16/87	225.80
JANITZEWSKI	DAVID	AMBULANCE 21	3/20/88	1016.20
JOHNSON	MICHAEL R	AMBULANCE 32	12/31/87	72.10
JOHNSON	ROBERT	AMBULANCE 42	8/08/87	186.25
JOHNSON	ROBERT	AMBULANCE 42	11/18/87	278.75
KANE	LAWRENCE	TRUCK 29	2/13/88	127.00
KANE	JOHN K	AMBULANCE 44	1/04/87	327.00
KAWA	MICHAEL	AMBULANCE 23	12/11/87	125.00
KEDOE	LEO	ENGINE COMPANY 99	7/21/85	40.00
KEDOE	PATRICK	ENGINE COMPANY 30	9/09/87	15.00
KEIM	EDWARD	ENGINE COMPANY 67	4/07/88	292.00
KELLY	PATRICK M	AMBULANCE 18	10/11/87	75.00
KINGNORTH	DALE	TRUCK 12	5/06/87	187.00
KNOTT	STEVE	ENGINE COMPANY 102	6/13/87	104.00
KOCH	TEROME	TRUCK 14	2/13/88	301.00
KOERTGEN	TIMOTHY J	SQUAD 2	2/11/87	186.40
KOLF	MARK	AMBULANCE 36	10/22/87	294.00
KOVACS	RONALD	TRUCK 62	11/06/87	198.00
KOVATS	WILLIAM	ENS DISTRICT 5 HEADQUARTERS & R	9/11/87	382.00
KRAMARSKI	FRANK	UNKNOWN	7/20/87	95.00
KRAUTZ	HOWARD J	ENS DISTRICT 3 HEADQUARTERS & R	3/23/88	149.00
KRICHTER	MARK	DISTRICT RELIEF 1	4/15/86	98.00
KIRKLY	CRATO	AMBULANCE 4	8/10/84	105.00
KIRKLY	JAMES	ENGINE COMPANY 45	9/04/87	168.00
KUNGIS	JOHN	TRUCK 37	12/05/87	3866.40
KUNIS	VICTOR	UNKNOWN	10/24/87	147.00
KYLE	JOHN	ENGINE COMPANY 129	9/30/87	2738.73
LASCO	SAMUEL	TRUCK 50	2/01/85	1288.01

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LAWRENCE	FIREFIGHTER	UNKNOWN	12/28/87	174.00
LEGGETT	FIREFIGHTER	ENGINE COMPANY 19	4/11/88	246.00
LESLIE	FIREFIGHTER	TRUCK 13	2/06/88	48.00
LESTINSKY	FIREFIGHTER	ENGINE COMPANY 74	10/22/86	1217.80
LEVIN	PARAMEDIC	DISTRICT RELIEF 1	10/10/87	46.00
LICHTER	PARAMEDIC	AMBULANCE 20	9/23/87	60.00
LINSE	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS 4	11/20/87	349.00
LOIZ	FIREFIGHTER	ENGINE COMPANY 91	9/24/87	6376.65
LORENZ	FIREFIGHTER	TRUCK 58	11/10/87	133.50
LUNZ	PARAMEDIC	AMBULANCE 33	7/19/87	105.00
LUNZ	FIREFIGHTER	ENGINE COMPANY 38	11/28/87	300.50
LIFO	FIREFIGHTER	TRUCK 44	2/11/88	420.00
MAUDEN	FIREFIGHTER	ENGINE COMPANY 115	1/06/87	394.00
MAUDEN	FIREFIGHTER	ENGINE COMPANY 107	7/06/86	62.00
MAIDNEY	LIEUTENANT	TRUCK 13	2/10/88	90.86
MALARY	PARAMEDIC	UNKNOWN	9/17/87	317.00
MALONEY	PARAMEDIC	AMBULANCE 20	9/23/87	60.00
MARSHEN	PARAMEDIC	DISTRICT RELIEF 1	5/29/87	88.00
MARTIN	FIREFIGHTER	TRUCK 36	11/27/87	240.75
MATHEWS	FIREFIGHTER	TRUCK 1	12/12/87	2413.80
MCAULIFFE	FIREFIGHTER	ENGINE COMPANY 30	9/02/87	44.00
MCCANN	FIREFIGHTER	TRUCK 32	11/30/87	301.50
MCCORMICK	FIREFIGHTER	ENGINE COMPANY 32	1/24/88	7.38
MCCORMICK	LIEUTENANT	ENGINE COMPANY 84	1/10/88	259.10
MCDERMOTT	FIREFIGHTER	TRUCK 28	1/23/88	305.00
MCGARRY	PARAMEDIC	AMBULANCE 13	2/27/88	148.50
MCGURAN	LIEUTENANT	ENGINE COMPANY 15	9/09/85	2101.50
MCGUINNESS	PARAMEDIC	AMBULANCE 23	6/06/86	283.00
MCNEE	LIEUTENANT	ENGINE COMPANY 95	2/11/88	127.02
MCKINNIS	PARAMEDIC	UNKNOWN	12/14/87	11319.41
MCKINNON	LIEUTENANT	TRUCK 59	2/23/82	125.00
MCMANUS	FIREFIGHTER	OFFICE OF THE FIRE COMMISSIONER	1/20/86	1577.00
MCMILLIN	FIREFIGHTER	TRUCK 41	9/02/87	75.50
MCMANARA	FIREFIGHTER	ENGINE COMPANY 142	3/20/71	3064.70
MCMANARA	LIEUTENANT	SQUAD 3	2/19/88	140.38
MCMURPHY	PARAMEDIC	AMBULANCE 38	9/08/87	268.50
MENON	PARAMEDIC	AMBULANCE 45	2/01/88	110.00
METROPULOS	FIREFIGHTER	TRUCK 37	9/23/87	619.04
MICHI	FIREFIGHTER	ENGINE COMPANY 57	3/10/88	215.00
MIELING	ENGINEER	ENGINE COMPANY 56	8/26/85	350.00
MILLER	FIREFIGHTER	ENGINE COMPANY 43	2/21/88	143.69
MORAN	OZZIE	TRUCK 18	11/01/87	46.00
MORONEY	CAPTAIN	BATTALION 2	3/04/88	260.05
MORRIS	PARAMEDIC	DISTRICT RELIEF 5	11/08/87	107.75
MORRIS	FIREFIGHTER	TRUCK 2	11/14/86	140.20
MOTTISI	PARAMEDIC	UNKNOWN	11/18/87	274.60
MOOCZEK	PARAMEDIC	AMBULANCE 41	10/12/87	65.40
MURDOE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS 4	9/18/87	942.50
MUSCIA	FIREFIGHTER	SQUAD 4	3/00/88	296.25

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NEUBENBACH	FIREFIGHTER	TRUCK 14	1/11/88	325.00
OBROKOVITZ	FIREFIGHTER	ENGINE COMPANY 101	11/03/83	601.75
GOYLE	CAPTAIN	SQUAD 1	1/02/84	865.00
OCORNOR	CAPTAIN	ENGINE COMPANY 71	10/09/87	3985.25
QUONNELL	PARAMEDIC	AMBULANCE 9	10/21/87	175.60
OKELFE	PARAMEDIC	AMBULANCE 35	3/30/87	375.00
OLRY	ENGINEER	ENGINE COMPANY 95	4/26/87	235.00
OLSEN	PARAMEDIC	AMBULANCE 20	7/18/87	82.00
OMALLEY	FIREFIGHTER	TRUCK 44	1/17/88	77.95
ONTIVEROS	FIREFIGHTER	ENGINE COMPANY 91	8/24/87	40.50
OSHIA	PARAMEDIC	AMBULANCE 13	1/29/87	101.50
PALISTER	FIREFIGHTER	ENGINE COMPANY 117	3/19/88	111.00
PARKER	FIREFIGHTER	TRUCK 20	2/10/88	202.79
PERKINS	FIREFIGHTER	ENGINE COMPANY 75	7/20/87	8235.60
PETROSEK	CAPTAIN	ENGINE COMPANY 47	6/02/84	337.76
PHALIN	PARAMEDIC	EMS CITY WINE RELIEF	8/24/87	196.00
PITRENTI	PARAMEDIC	AMBULANCE 48	11/19/87	119.00
RABIELA	LIEUTENANT	EMS DISTRICT 4 HEADQUARTERS A	11/19/87	207.00
RANEY	PARAMEDIC	AMBULANCE 4	10/16/87	79.00
RANEY	PARAMEDIC	AMBULANCE 4	12/27/86	176.00
REARLON	PARAMEDIC	AMBULANCE 31	11/12/79	126.00
REED	PARAMEDIC	UNKNOWN	3/30/88	275.00
RENNER	FIREFIGHTER	ENGINE COMPANY 46	1/12/88	373.16
RETTY	FIREFIGHTER	ENGINE COMPANY 115	10/14/87	391.30
REYES	FIREFIGHTER	ENGINE COMPANY 57	11/10/87	139.00
RUEHMALD	FIREFIGHTER	ENGINE COMPANY 77	3/16/88	170.50
RICHARDS	CAPTAIN	ENGINE COMPANY 94	2/13/88	223.50
RICHARDSON	FIREFIGHTER	TRUCK 3	1/09/88	74.00
RIDGEWAY	PARAMEDIC	SQUAD 1	8/29/87	211.00
RITT	PARAMEDIC	DISTRICT RELIEF 5	8/19/87	104.00
ROCCASALVA	FIREFIGHTER	TRUCK 36	10/03/87	231.75
ROCHE	FIREFIGHTER	UNKNOWN	2/10/88	150.00
ROMERO	FIREFIGHTER	ENGINE COMPANY 32	11/21/87	65.00
RODNEY	CAPTAIN	TRUCK 33	11/08/87	27.40
ROSE	PARAMEDIC	AMBULANCE 46	3/03/88	149.00
ROTA	PARAMEDIC	AMBULANCE 31	8/01/86	329.00
ROECK	LIEUTENANT	TRUCK 51	1/30/88	2629.95
RYLON	FIREFIGHTER	ENGINE COMPANY 29	10/08/87	161.90
SANFAY	FIREFIGHTER	TRUCK 36	1/03/88	263.00
SASSANA	PARAMEDIC	AMBULANCE 47	12/26/86	51.75
SCHLITENREIF	ENGINEER	ENGINE COMPANY 77	1/11/88	398.50
SCHROEDLE	FIREFIGHTER	TRUCK 50	12/11/87	114.50
SCHWASH	FIREFIGHTER	ENGINE COMPANY 127	6/07/86	19.00
SHERSTOR	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	14.00
SIMONS	FIREFIGHTER	ENGINE COMPANY 72	5/09/85	632.00
SMITH	FIREFIGHTER	ENGINE COMPANY 38	2/02/88	403.50
SODUS	ENGINEER	ENGINE COMPANY 10	2/14/88	585.00
STABLE	PARAMEDIC	UNKNOWN	10/20/87	397.65
STENSLAND	FIREFIGHTER	ENGINE COMPANY 55	4/02/87	2306.75

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STEWART	CAPTAIN	ENGINE COMPANY 75	7/05/87	16.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	7155.65
STURGE	PARAMEDIC	AMBULANCE 32	2/06/88	68.00
STUTZ	PARAMEDIC	AMBULANCE 7	10/22/87	10010.69
SULLIVAN	PARAMEDIC	AMBULANCE 44	7/17/87	6379.15
TANAH	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	6/20/87	71.00
TARNHILL	CAPTAIN	TRUCK 14	3/25/87	1575.00
TAYLOR	FIREFIGHTER	TRUCK 21	1/31/88	4709.62
TERRENS	CAPTAIN	BATTALION 19	10/25/87	2412.74
THAMES	PARAMEDIC	UNKNOWN	7/20/86	440.30
THAMES	PARAMEDIC	AMBULANCE 37	4/09/88	68.89
THOMAS	FIREFIGHTER	ENGINE COMPANY 28	5/14/87	193.00
THOMAS	FIREFIGHTER	TRUCK 41	7/12/87	174.00
THOMAS	FIREFIGHTER	TRUCK 19	3/06/88	279.00
THOMPSON	FIREFIGHTER	TRUCK 24	1/05/88	253.95
TOULEN	FIREFIGHTER	TRUCK 23	4/17/88	211.25
TRIBLE	FIREFIGHTER	ENGINE COMPANY 75	11/16/86	135.00
TRIBLE	FIREFIGHTER	ENGINE COMPANY 75	3/04/87	2931.58
TRIGO JR	PARAMEDIC	AMBULANCE 34	9/20/87	216.00
TUMFICH	CAPTAIN	BATTALION 23	11/13/86	640.00
TYLER	PARAMEDIC	ENG DISTRICT 4 HEADQUARTERS &	11/19/87	147.50
TYLER	FIREFIGHTER	TRUCK 27	7/20/87	75.00
VASQUEZ	PARAMEDIC	AMBULANCE 42	12/24/87	167.00
VASQUEZ	PARAMEDIC	AMBULANCE 42	9/29/87	101.00
VASQUEZ	PARAMEDIC	DISTRICT RELIEF 1	1/19/87	70.00
VETIT	PARAMEDIC	DISTRICT RELIEF 3	10/22/86	158.00
VINCI	ENGINEER	AMBULANCE 26	11/06/87	60.00
VINSON	ENGINEER	ENGINE COMPANY 116	10/11/87	405.00
WALLACE	FIREFIGHTER	UNKNOWN	3/31/88	137.00
WERNICK	FIREFIGHTER	ENGINE COMPANY 93	8/18/87	31.00
WHALEN	PARAMEDIC	AMBULANCE 20	10/09/87	174.50
WHITE	LIEUTENANT	TRUCK 33	9/00/87	5909.47
WHITE	PARAMEDIC	AMBULANCE 7	10/01/86	233.00
WILKS	FIREFIGHTER	TRUCK 8	3/08/88	233.65
WILLIAMS	PARAMEDIC	AMBULANCE 31	9/08/87	368.00
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 30	8/18/87	20.00
WILLINGHAM	FIREFIGHTER	TRUCK 24	8/11/87	76.50
WILSON	FIREFIGHTER	ENGINE COMPANY 44	9/22/86	5343.95
WITT	FIREFIGHTER	ENGINE COMPANY 104	11/22/87	231.90
ZAMBELLO	PARAMEDIC	AMBULANCE 44	9/03/87	65.00
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	1161.40

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/04/87	2111.00
ADAMS	POLICE OFFICER	TWELFTH DISTRICT	3/19/88	245.00
ALLISON	POLICE OFFICER	NINTH DISTRICT	2/18/88	179.00
ASUM	POLICE OFFICER	EIGHTH DISTRICT	9/22/85	200.00
AVILA	POLICE OFFICER	SEVENTH DISTRICT	1/10/88	12.00
BALLARD	POLICE OFFICER	SECOND DISTRICT	1/03/88	124.00
BARTOSTK	POLICE OFFICER	EIGHTH DISTRICT	2/25/87	55.00
BECKER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/16/88	473.25
BETTA	POLICE OFFICER	ELEVENTH DISTRICT	1/30/88	580.00
BELL	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	12/07/87	568.00
BERNARDZINOWSKI	POLICE OFFICER	SIXTEENTH DISTRICT	5/14/87	483.00
BOLGER	POLICE OFFICER	SEVENTEENTH DISTRICT	2/21/87	1945.00
BOWMAN	POLICE OFFICER	FIRST DISTRICT	3/12/87	9316.00
BOTICA	POLICE OFFICER	DETAIL UNIT	3/10/88	255.00
BRASCHI	POLICE OFFICER	SEVENTH DISTRICT	3/21/88	529.00
BRANCHIE	POLICE OFFICER	SEVENTH DISTRICT	1/31/88	325.50
BRODI	POLICE OFFICER	TENTH DISTRICT	2/12/88	380.85
BYRNE	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/88	868.99
CAGE	POLICE OFFICER	TENTH DISTRICT	2/02/86	40.00
CAPITILLO	POLICE OFFICER	FOURTEENTH DISTRICT	2/27/88	341.00
CAROTHERS	POLICE OFFICER	THIRTEENTH DISTRICT	12/26/87	153.00
CASEY	POLICE OFFICER	TWELFTH DISTRICT	4/12/87	75.00
CATCHA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/12/88	37.00
CHASE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/01/88	1529.00
COLEMAN	POLICE OFFICER	SECOND DISTRICT	1/22/88	397.00
COLEMAN	POLICE OFFICER	FIFTEENTH DISTRICT	1/27/88	422.00
COLEMAN	POLICE OFFICER	FIFTEENTH DISTRICT	1/27/88	535.50
COPELAND	POLICE OFFICER	SEVENTH DISTRICT	3/18/87	60.00
COYNE	POLICE OFFICER	TENTH DISTRICT	5/29/81	90.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	36470.90
CZERNAK	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	5/10/84	42.00
DAVID	POLICE OFFICER	FOURTH DISTRICT	12/20/87	73.00
DEHAM	POLICE OFFICER	FIFTH DISTRICT	1/15/88	200.50
DELODY	POLICE OFFICER	NINTH DISTRICT	12/22/86	30.00
DEVINE	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	1/25/88	424.00
DORAN	POLICE OFFICER	CHARGE LAW ENFORCEMENT	5/02/86	155.00
DOWNS	POLICE OFFICER	FIFTH DISTRICT	9/24/87	3415.13
DOWNS	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	1/16/88	445.50
DUBILINSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/01/88	484.00
DZURKO	POLICE OFFICER	THIRTEENTH DISTRICT	1/25/88	223.00
ECHLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/88	285.00
FASSEL	POLICE OFFICER	FIFTH DISTRICT	1/31/88	127.50
FENNELSEY	POLICE OFFICER	SEVENTH DISTRICT	11/20/87	6249.80
FERRER L	POLICE OFFICER	YOUTH DIVISION AREA TWO	3/19/88	490.00
FLOVIN	POLICE OFFICER	CRIME ENFORCEMENT DIVISION	1/20/88	242.00
FLETCHER	POLICE OFFICER	FOURTH DISTRICT	12/20/87	73.00
FORTINO	POLICE OFFICER	EIGHTEENTH DISTRICT	1/22/88	224.25
FRANCIS	POLICE OFFICER	THIRTEENTH DISTRICT	1/23/88	305.00
GARCIA	POLICE OFFICER	TENTH DISTRICT	7/18/87	8792.23

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	**** UNIT OF ASSIGNMENT ****	DATE INJURED	VOUCHER TOTAL
GARZA	POLICE OFFICER	THIRTEENTH DISTRICT	12/26/87	200.00
GATES	POLICE OFFICER	FIFTEENTH DISTRICT	1/28/88	535.00
GODDARD	POLICE OFFICER	NINETEENTH DISTRICT	1/27/88	304.50
GONZALEZ	POLICE OFFICER	THIRTY-THIRD DISTRICT	2/02/88	469.70
GORDON-GOLDON	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/03/87	45.00
GRANAUON	POLICE OFFICER	THIRTY-FOURTH DISTRICT	2/13/88	120.00
GRANICKS	POLICE OFFICER	RECRUIT TRAINING	8/22/87	11.00
GRIFTIN	POLICE OFFICER	EIGHTH DISTRICT	1/17/88	363.10
HARTLEY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/08/81	1350.00
HAMPTON	POLICE OFFICER	SECOND DISTRICT	2/02/88	25.00
HARRIS	POLICE OFFICER	SIXTH DISTRICT	1/20/88	367.45
HEAR	POLICE OFFICER	THIRTY-FOURTH DISTRICT	5/18/87	65.00
HETCALDAY	POLICE OFFICER	THIRTY-FIFTH DISTRICT	10/13/86	388.00
HIRSTON	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/19/88	150.00
ISCHUL	POLICE OFFICER	CHARGE LAW ENFORCEMENT	2/17/88	1070.75
JACKSON	POLICE OFFICER	NINETEENTH DISTRICT	1/27/88	734.25
JAWLASKI	POLICE OFFICER	CHARGE LAW ENFORCEMENT	11/06/86	3164.75
JACKOWSKI	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	2/02/88	633.40
JEDYNIAK	POLICE OFFICER	SEVENTEENTH DISTRICT	1/02/88	80.00
JIMINEZ	POLICE OFFICER	RECRUIT TRAINING	11/16/87	30.50
JONES	POLICE OFFICER	THIRD DISTRICT	2/17/88	380.00
JONES	POLICE OFFICER	THIRTY-THIRD DISTRICT	2/05/88	174.00
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	703.50
KAPLAN	POLICE OFFICER	NINETEENTH DISTRICT	7/28/86	57.00
KODATT	POLICE OFFICER	ELEVENTH DISTRICT	2/16/88	283.50
KOLOVITZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	180.00
KRUPA	POLICE OFFICER	THIRTY-FOURTH DISTRICT	2/13/88	120.00
KWILLOS	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	1/21/88	669.00
LOMB	POLICE OFFICER	EIGHTH DISTRICT	12/17/87	33.00
LOMB	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	1/21/88	1362.00
LAKE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/21/88	502.20
LEAHY	POLICE OFFICER	SECOND DISTRICT	6/05/87	195.00
LEAHY	POLICE OFFICER	CHARGE LAW ENFORCEMENT	3/15/87	580.00
LEGITTIMO	POLICE OFFICER	TENTH DISTRICT	12/30/87	645.00
LEIBAS JR	POLICE OFFICER	CHARGE LAW ENFORCEMENT	2/10/88	1627.75
LEIFERT	POLICE OFFICER	DETAIL UNIT	12/07/86	85.00
LEOS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/86	1086.00
LIVERGOOD	POLICE OFFICER	SEVENTEENTH DISTRICT	11/21/87	30.00
LIVERGOOD	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/88	1063.10
LOME	POLICE OFFICER	ELEVENTH DISTRICT	1/02/87	745.00
MADSEN	POLICE OFFICER	SEVENTH DISTRICT	1/04/88	205.00
MADNEY	POLICE OFFICER	THIRTY-FIFTH DISTRICT	2/15/88	562.00
MARTINEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/16/87	1077.00
MCALIFFE	POLICE OFFICER	SIXTEENTH DISTRICT	1/31/88	242.00
MCCOLURY	POLICE OFFICER	THIRTY-SECOND DISTRICT	1/23/88	498.00
MCCORMACK	POLICE OFFICER	SIXTH DISTRICT	2/28/87	20.00
MEADAMS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/88	50.00
MENEGAZZO	POLICE OFFICER	ENFORCEMENT SECTION	1/19/88	671.00
MEYER	POLICE OFFICER	SECOND DISTRICT	1/22/88	280.00
MILLER	POLICE OFFICER			

7/13/88

REPORTS OF COMMITTEES

15043

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MINGO	BRIAN D	POLICE OFFICER	11/07/87	897.00
MORRISON JR	WILLIAM	POLICE OFFICER	9/04/87	1500.00
MULHEARN	PAIRICK	POLICE OFFICER	12/28/87	392.05
MUSSO	PHILIP	POLICE OFFICER	12/28/87	1580.00
OSTROM	JOHN	POLICE OFFICER	12/23/87	297.00
OSTROM	DONALD E	POLICE OFFICER	6/05/87	899.10
OVERTON	SUSAN P	POLICE OFFICER	11/25/84	28671.00
PARKS	MICHAEL E	POLICE OFFICER	2/25/88	730.90
PAULIN	PAUL J	POLICE OFFICER	12/29/87	17.00
PEARSON	CHARLES	POLICE OFFICER	10/17/86	25.00
PENA	AARON	POLICE OFFICER	7/18/87	150.00
PIETRUSKI	ROBERT M	POLICE OFFICER	1/07/88	208.00
PIRNA	JAMES A	POLICE OFFICER	3/27/87	405.00
FINOLLI	ALFRED E	POLICE OFFICER	1/27/88	130.00
PRINCIPATO	DANIEL A	POLICE OFFICER	2/11/87	175.00
RAMIREZ	RAY	POLICE OFFICER	2/17/88	306.00
REITER	MARK E	POLICE OFFICER	9/01/87	46.50
RICHARDS	MARGUERITE	POLICE OFFICER	2/18/88	379.50
RICHARDSON	JOSEPH S	POLICE OFFICER	10/24/87	75.00
RIDGES	JESSE	POLICE OFFICER	2/13/88	445.00
ROBERTS	KENNETH	POLICE OFFICER	2/17/88	990.25
ROBINSON	MARTIN	POLICE OFFICER	1/31/88	246.80
ROBINSON	JANICE M	POLICE OFFICER	12/23/87	505.30
ROBINSON	GENALD	POLICE OFFICER	2/21/88	260.00
SAMARAS	MAC C	POLICE OFFICER	2/02/88	105.00
SASSO	VERONICA	POLICE OFFICER	1/04/88	309.50
SCALDI	JOHN J	POLICE OFFICER	12/29/82	48.56
SCALIA	PHILLIP	POLICE OFFICER	8/10/87	65.00
SCIMIT	THOMAS	POLICE OFFICER	11/16/87	29.00
SCHUBERT	NICHOLAS J	POLICE OFFICER	2/12/88	147.50
SCHULTZ	ALFRED C	POLICE OFFICER	2/23/87	1599.00
SCOTT	KENNETH E	POLICE OFFICER	12/10/87	265.50
SENPE	NESTER L	POLICE OFFICER	2/20/88	302.70
SJAS	CHARLES	POLICE OFFICER	3/10/87	417.00
SIMPSON	HARRY L	POLICE OFFICER	4/02/85	295.75
SMOCH	LARRY L	POLICE OFFICER	2/12/88	2604.85
SMITH	FRANK	POLICE OFFICER	2/10/88	392.00
SPILA	LINDA S	POLICE OFFICER	2/10/88	394.00
STEWART	GEORGE A	POLICE OFFICER	1/23/88	100.00
TAKOWSKI	THOMAS E	POLICE OFFICER	3/07/88	4334.12
TASOH	MARIE C	POLICE OFFICER	2/05/88	46.00
TAYLOR	PAUL L	POLICE OFFICER	9/04/87	45.00
TENNOIR	KENNETH	POLICE OFFICER	3/25/88	310.20
THIELMANN	ERVIN P	POLICE OFFICER	7/26/87	528.00
TOOLYS	JOSEPH P	POLICE OFFICER	7/13/87	95.00
TRIBE	THOMAS J	POLICE OFFICER	8/23/87	376.00
VEGA	STEVE	POLICE OFFICER	8/03/87	197.50
WALLACE JR	RAMON	POLICE OFFICER	3/15/88	399.00
	EDDIE	POLICE OFFICER	8/20/87	1200.20

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY)
PERMITS.

The Committee on Finance submitted a report recommending that the City Council place on file two applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

Southside Tabernacle Family Enrichment Center
August 6 and 13, 1988--southside locations; and

Southside Tabernacle Royal Rangers Boys Club
August 6 and 13, 1988--southside locations.

On motion of Alderman T. Evans, the committee's recommendations were *Concurred In* and said applications were *Placed on File*.

Action Deferred -- ISSUANCE OF CHICAGO O'HARE INTERNATIONAL
AIRPORT SPECIAL FACILITY REVENUE BONDS FOR
IMPROVEMENT OF TERMINAL FACILITIES AND
CONSTRUCTION OF NEW AIR CARGO
FACILITY FOR NORTHWEST
AIRLINES, INCORPORATED.

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

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance from the Office of the Mayor authorizing the issuance of Chicago-O'Hare International Airport Facility Revenue Bonds for the improvement and modernization of certain terminal facilities and the construction of a new air cargo facility for Northwest Airlines, Incorporated, located at Chicago-O'Hare International Airport in the amount of \$27,500,000.00, 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) TIMOTHY C. EVANS,
Chairman.

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

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

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the cost of the design, reconstruction, improvement, expansion and modernization of portions of Terminal 2 and Concourse E and to finance the cost of acquisition, construction and equipping of a new cargo facility (collectively, the "Projects"), for the benefit of Northwest Airlines, Incorporated (the "Airline") at Chicago-O'Hare International Airport (the "Airport"), which is owned and operated by the City; and

WHEREAS, The City is in the process of implementing a major redevelopment of the Airport and as part of such redevelopment the City has entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease with the Airline dated as of January 1, 1985, as amended (the "Airport Use Agreement"), and in relation thereto, the City now desires to provide for, among other things, the design, financing, construction and installation of the Projects by the Airline on behalf of the City; and

WHEREAS, The City Council enacted an ordinance on June 5, 1987 (the "Inducement Ordinance") authorizing the execution and delivery of an agreement between the Airline and the City providing for the issuance of the City's special facility revenue bonds for the purpose, among others, of financing costs relating to the design, reconstruction, improvement and modernization of Terminal 2 and Concourse E at the Airport (the "Terminal Project"), and, in addition, of financing costs relating to the design, construction and equipping of a new cargo facility at the Airport for the use of the Airline (the "Cargo Facility Project"); and

WHEREAS, The Airline has requested that the City issue its special facility revenue variable rate demand bonds for the purpose, among others, of financing the cost of the Projects; and

WHEREAS, The Terminal Project will be financed by the issuance of "Chicago- O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-A (Northwest Airlines, Incorporated Terminal Project)" (the "Series 1988-A Bonds"), issued pursuant to an Indenture of Trust (the "Series 1988-A Indenture"), from the City to

Security Pacific National Trust Company (New York), as Trustee (the "Series 1988-A Bond Trustee"); and

WHEREAS, The City and the Airline will enter into a Special Facility Use Agreement (Terminal Facilities) (the "Terminal Special Facility Use Agreement") in order to provide, among other things, for the payment by the Airline at certain specified times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal or purchase price of and interest on the Series 1988-A Bonds; and

WHEREAS, The Cargo Facility Project will be financed by the issuance of "Chicago-O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-B (Northwest Airlines, Inc. Cargo Facility Project)" (the "Series 1988-B Bonds"), issued pursuant to an Indenture of Trust (the "Series 1988-B Indenture") from the City to Security Pacific National Trust Company (New York), as Trustee (the "Series 1988-B Bond Trustee"); and

WHEREAS, The City and the Airline will enter into a Special Facility Use Agreement (Cargo Facility) (the "Cargo Special Facility Use Agreement") in order to provide, among other things, for the payment by the Airline at certain specified times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal or purchase price of and interest on the Series 1988-B Bonds; and

WHEREAS, The City and the Underwriters desire to enter into a Bond Purchase Agreement in the form submitted to this meeting (the "Bond Purchase Agreement") pursuant to which the City will sell and the Underwriters will purchase the Series 1988-A Bonds and the Series 1988-B Bonds (collectively, the "Series 1988 Bonds"); and

WHEREAS, There has been prepared and presented to this meeting of the City Council the Preliminary Official Statement of the City (the "Preliminary Official Statement") relating to the Series 1988 Bonds; now, therefore,

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

SECTION 1. Definitions. In addition to the words and terms defined in the preambles to this ordinance, the following words and terms as used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"City Clerk" means the City Clerk of the City or, with respect to attestation or affixing the City Seal, the Deputy City Clerk of the City.

"Final Official Statement" means the Official Statement of the City to be dated the date of the Bond Purchase Agreement, together with all appendices attached thereto, relating to the Series 1988 Bonds.

"Indentures" means, collectively, the Series 1988-A Indenture and the Series 1988-B Indenture.

"Ordinance" means this Ordinance.

"Special Facility Use Agreements" means, collectively, the Terminal Special Facility Use Agreement and the Cargo Special Facility Use Agreement.

"Trustee" means Security Pacific National Trust Company (New York), New York, New York, as Trustee under each of the Indentures, and its successors in trust.

"Underwriters" means Dain Bosworth, Incorporated; Grigsby, Brandford & Co., Inc.; and Van Kampen Merritt Incorporated; as provided in the Bond Purchase Agreement.

SECTION 2. Authorization Of The Projects. The Projects shall be and are hereby authorized to be financed as described herein. The estimated cost of (1) the design, reconstruction, improvement and modernization of the Projects; (2) the payment of interest on the Series 1988 Bonds; and (3) the expenses of issuing the Series 1988 Bonds will be provided by the issuance of the Series 1988 Bonds. It is hereby found and declared that the construction and financing of the Projects and the use thereof by the Airline, as hereinafter provided, constitute a valid public purpose within the meaning of the Constitution, and that in order to further secure the Series 1988 Bonds, the pledge and assignment by the City under each of the Indentures of certain of its rights under the Special Facility Use Agreements to the Trustee is necessary and proper. The Projects are authorized to be designed, reconstructed, improved and modernized according to the descriptions and in the manner provided in Exhibits "A" and "B" attached to the applicable Special Facility Use Agreement.

SECTION 3. Authorization And Payment Of Series 1988 Bonds. For the purpose of financing the cost of the Terminal Project there are hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-A (Northwest Airlines, Inc. Terminal Project). For the purpose of financing the cost of the Cargo Facility Project there are hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-B (Northwest Airlines, Inc. Cargo Facility Project). The aggregate amount of Series 1988-A Bonds and Series 1988-B Bonds issued by the City shall not exceed \$27,500,000. Each series of Series 1988 Bonds shall be issuable in fully registered form; shall be issued in the denomination authorized in the Indenture related to such series; and shall be dated and numbered as provided in the Indenture related to such series.

Each series of Series 1988 Bonds shall mature no later than June 1, 2038, and shall bear interest at a variable interest rate as more fully set forth in the Indenture related to such series, provided that in no event shall either series of Series 1988 Bonds bear interest at a rate in excess of the lesser of twenty-five percent (25%) per annum or, so long as either series of Series 1988 Bonds is secured by a Letter of Credit (as defined in the related Indenture), the maximum interest rate used in such Letter of Credit (15% in the case of the initial Letter of Credit) for purposes of calculating the stated amount thereof.

The final maturity date of each series of Series 1988 Bonds, the initial interest rate (if any) on each series of Series 1988 Bonds, the principal amount of each series, the aggregate principal amount of the Series 1988 Bonds and the purchase price to be paid for each series of Series 1988 Bonds shall be determined as provided in Section 6 hereof.

Each series of Series 1988 Bonds shall be subject to mandatory and optional redemption prior to maturity upon the terms and conditions set forth in the Indenture related to such series.

The principal of each series of Series 1988 Bonds shall be payable at the principal corporate trust office of the Trustee. Payment of interest on each series of Series 1988 Bonds shall be made to the registered owner thereof and shall be paid by check or other form of draft of the Trustee mailed to the registered owner at his address as it appears on the registration books of the City kept by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner, or in certain circumstances by wire transfer as further provided in the Indenture related to such series.

Each series of Series 1988 Bonds shall be executed by the Acting Mayor by his facsimile signature and attested by the facsimile signature of the City Clerk, and a facsimile of the corporate seal of the City shall be reproduced thereon.

SECTION 4. Series 1988 Bonds Are Limited Obligations. Each series of Series 1988 Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Special Facility Revenues" (as that term is defined in the Special Facility Use Agreements) derived by the City under the related Special Facility Use Agreement, and by other specified sources pledged under the Indenture related to such series, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee with respect to such series and such Special Facility Revenues derived from the Related Special Facility Use Agreement, which Special Facility Revenues shall be used for no other purposes than to pay the principal and purchase price of and interest on such series of Series 1988 Bonds, except as may be expressly authorized otherwise in the related Special Facility Use Agreement or the related Indenture. Each series of Series 1988 Bonds and the obligation to pay interest thereon are not general obligations of the City and do not now and shall never constitute any indebtedness or a loan of credit of the City, the State of Illinois or any political subdivision of the State of Illinois, or a charge against the general credit or taxing powers of the City, the State of Illinois or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions of the State of Illinois, or otherwise.

SECTION 5. Assignment. As security for the due and punctual payment of the principal and purchase price of and interest on each series of Series 1988 Bonds herein authorized, and as security for the rights of the Bank under the Reimbursement Agreement (as such terms are defined in the related Indentures) to the extent provided in the related Indentures, the City will, in the related Indentures, assign and pledge to the Trustee (i) certain Special Facility Revenues derived by the City under the related Special Facility Use Agreement, and (ii) certain rights and remedies of the City under the related Special Facility Use Agreement to enforce payment thereof.

SECTION 6. Approval Of The Bond Purchase Agreement And Official Statement; Execution And Delivery Of The Bond Purchase Agreement. (a) The form of the Bond Purchase Agreement presented to this meeting is hereby approved in all respects. The Acting Mayor or the City Comptroller of the City is hereby authorized and directed to execute (with the concurrence of the Chairman of the Committee on Finance of the City

Council) and deliver a Bond Purchase Agreement in substantially the form of the Bond Purchase Agreement presented to this meeting, together with such changes thereto and completions thereof as may be approved by the Acting Mayor or the City Comptroller, as the case may be, subject to the limitations contained in paragraph (b) of this Section 6, the execution thereof to constitute conclusive evidence of this City Council's approval of such changes and completions. The sale to the Underwriters of the Series 1988 Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) Authority is hereby delegated to the Acting Mayor or the City Comptroller to determine the aggregate principal amount of the Series 1988 Bonds, the principal amount of each series of Series 1988 Bonds, the initial interest rate (if any) on each series of Series 1988 Bonds, the final maturity date of each series of Series 1988 Bonds and the purchase price of each series of Series 1988 Bonds; provided, however, that (i) the aggregate principal amount of the Series 1988 Bonds shall not exceed \$27,500,000, (ii) the final maturity date of each series of Series 1988 Bonds shall not be later than June 1, 2038, (iii) the initial interest rate (if any) on each series of Series 1988 Bonds shall not be higher than ten percent (10%) per annum, and (iv) the aggregate purchase price for each series of Series 1988 Bonds shall not be less than ninety-seven percent (97%) of the principal amount thereof to be issued.

(c) The form of Preliminary Official Statement of the City with respect to the Series 1988 Bonds presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the Underwriters in connection with the offering of the Series 1988 Bonds are hereby authorized. The Acting Mayor or City Comptroller is hereby authorized to execute and permit the distribution of the Final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions as the Acting Mayor or the City Comptroller shall deem advisable, and the Acting Mayor or the City Comptroller are authorized to execute and deliver such Final Official Statement to the Underwriters in the name and on behalf of the City.

(d) Pursuant to each of the Indentures, the Acting Mayor shall execute the Series 1988 Bonds on behalf of the City, by facsimile signature, and a facsimile of the corporate seal of the City shall be reproduced on the Series 1988 Bonds and they shall be attested by the facsimile signature of the City Clerk. The Series 1988 Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Series 1988 Bonds to or upon the order of the Underwriters.

(e) Subsequent to the sale of the Series 1988 Bonds, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Series 1988 Bonds sold, (ii) the principal amount of each series of Series 1988 Bonds sold, (iii) the initial interest rates (if any) for each series of Series 1988 Bonds, (iv) the final maturity date of each series of Series 1988 Bonds, (v) the purchase price at which each series of Series 1988 Bonds was sold to the Underwriters, and (vi) the compensation paid to the Underwriters in connection with the sale of the Series 1988 Bonds, which notification shall constitute conclusive evidence of the proper exercise of the authority delegated to the Acting Mayor and the City Comptroller pursuant to

paragraph (b) of this Section 6. In addition, executed copies of the Indentures, the Special Facility Use Agreements, the Final Official Statement and the Bond Purchase Agreement shall be filed with such notification of sale.

SECTION 7. Execution Of Documents. (a) The Special Facility Use Agreements and the Indentures, in substantially the forms submitted to this meeting, are hereby authorized and approved.

(b) The Acting Mayor or the City Comptroller is hereby authorized to execute the Special Facility Use Agreements and the Indentures for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to impress thereon the corporate seal of the City. The Special Facility Use Agreements and the Indentures may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Acting Mayor or the City Comptroller, the execution or acceptance thereof to constitute conclusive evidence of this City Council's approval of any and all changes thereto or revisions thereof; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements as executed.

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 7 to be effective, and any such actions, executions and deliveries will constitute the legal and validly binding actions of the City.

SECTION 8. Appointment Of Trustee And Remarketing Agent. Dain Bosworth, Incorporated is hereby appointed Remarketing Agent under each of the Indentures for the purpose of determining the interest rate on each series of Series 1988 Bonds. The appointment of Security Pacific National Trust Company (New York), New York, New York, as Trustee under each Indenture is hereby authorized, approved and confirmed.

SECTION 9. Election To Apply Transition Rule; Allocation Of Volume Cap. (a) By the adoption of this Ordinance, the City hereby elects to apply the provisions of Section 1317(5)(B) of the Tax Reform Act of 1986 to the Series 1988 Bonds.

(b) By the adoption of this Ordinance, the City hereby allocates to the Bonds and the Projects volume cap authorization in accordance with Section 103(n) of the Internal Revenue Code of 1954, as amended, and Section 146 of the Internal Revenue Code of 1986.

SECTION 10. Performance Provisions. The Acting Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of each series of Series 1988 Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Acting Mayor, the City Comptroller and the City Clerk shall be, and they are hereby, further authorized and directed for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this

Ordinance or to evidence said authority, including an appropriate certificate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, with respect to the Series 1988 Bonds, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the Special Facility Use Agreements, the Indentures, the Final Official Statement and the Bond Purchase Agreement and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 11. Designation Of Another To Affix Signature. The Acting Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Series 1988 Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Acting Mayor or the City Comptroller pursuant to this ordinance; in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Acting Mayor and the City Comptroller, respectively. A written signature of the Acting Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Acting Mayor is placed on an instrument, certificate or document at the direction of the Acting Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Acting Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 12. Severability. It is the intention of this City Council that if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 13. Captions. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 14. Provisions in Conflict Repealed; Publication. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be made available to the public by the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 15. Effective Immediately. This Ordinance shall be in full force and effect from and after its adoption.

[Preliminary Official Statement, Bond Purchase Agreement, Indenture of Trust and Special Facility Use Agreements omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Action Deferred -- ISSUANCE OF CHICAGO O'HARE INTERNATIONAL
AIRPORT SPECIAL FACILITY REVENUE BONDS,
SERIES 1988, FOR FLYING TIGER LINE,
INCORPORATED PROJECT.

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

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration an ordinance from the Office of the Mayor authorizing the issuance of Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1988, The Flying Tiger Line, Incorporated, Project and authorizing a Special Facility Use Agreement with the Flying Tiger Line, Incorporated in the amount of \$20,000,000.00, 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) TIMOTHY C. EVANS.
Chairman.

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

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

WHEREAS, The Issuer, as a home rule unit, is authorized and empowered to issue its revenue bonds to finance the costs of design, construction and equipping of certain facilities at Chicago-O'Hare International Airport ("Airport"); and

WHEREAS, The Mayor of the City of Chicago has previously entered into a Memorandum of Intent with The Flying Tiger Line Inc., a Delaware corporation (the "Company"), whereby the Company agreed to design, construct and equip certain cargo facilities and other related structures and associated site work serving the Company at the Airport (the "Project"); and

WHEREAS, The City Council of the Issuer approved the form of said Memorandum of Intent by ordinance duly adopted on November 20, 1985; and

WHEREAS, The Issuer has entered a Cargo Building Site Lease dated as of September 23, 1987 (the "Lease") with the Company; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been or will be entered into by the Company for the construction of the Project, and it is proposed that the Issuer shall enter into a Special Facility Use Agreement (the "Agreement") with the Company, and the Issuer is willing to issue its airport special facility revenue bonds to finance a portion of the cost of the Project, all as set forth in the Agreement and the hereinafter defined Indenture; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of said revenue bonds, will not be more than \$20,000,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by Article VII, Section 1(a) of the Illinois Constitution; and

WHEREAS, The Issuer proposes to sell the airport special facility revenue bonds hereinafter authorized and designated "Chicago-O'Hare International Airport Special Facility Revenue Bonds (The Flying Tiger Line, Incorporated, Project) Series 1988"; now, therefore,

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

Definitions.

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

"Act" means the Tax Reform Act of 1986.

"Agreement" means the Special Facility Use Agreement dated as of July 15, 1988, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bonds" means the Chicago-O'Hare International Airport Special Facility Revenue Bonds (The Flying Tiger Line, Incorporated, Project) Series 1988 of the Issuer, to be issued in the aggregate principal amount not exceeding \$20,000,000, pursuant to the Indenture and this Ordinance.

"Bond Purchase Agreement" means a bond purchase agreement among the Issuer, the Company and the Underwriters.

"Code" means, collectively, the Internal Revenue Code of 1986 and the Internal Revenue Code of 1954, as applicable to the Bonds by virtue of Section 1317(5)(B) of the Act.

"Company" means The Flying Tiger Line, Incorporated, a Delaware corporation, and any surviving, resulting or transferee corporation as permitted by the Agreement.

"Indenture" means the Indenture of Trust dated as of July 15, 1988, from the Issuer to the Trustee, as from time to time supplemented and amended.

"Issuer" means the City of Chicago, Illinois, a municipality and a home rule unit of government under the Constitution and the laws of the State of Illinois, and any successor body to the duties or functions of the Issuer.

"Lease" means the Cargo Building Site Lease, dated as of September 23, 1987, from the Issuer to the Company, as from time to time supplemented and amended.

"Leased Premises" means the Leased Premises as defined in the Agreement.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Project" means the cargo facilities and other related structures, all to be used by the Company at the Airport in the City of Chicago, Illinois, as defined and described in the Agreement and the preambles to this Ordinance.

"Trustee" means LaSalle National Bank, as Trustee under the Indenture and its successors in trust.

"Underwriters" means Drexel Burnham Lambert, Incorporated, Pryor, Govan, Counts & Company, Incorporated, Southwestern Capital Markets, Incorporated, and their respective successors and assigns.

Authorization And Approval Of The Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by implementing and carrying out the redevelopment of the Airport, the Project shall be and is hereby approved and authorized to be financed through the issuance of the Bonds described herein. The estimated cost of the construction of the Project is not more than \$20,000,000, which will be provided by the issuance of the Bonds hereinafter authorized. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is desirable to accomplish the public purposes described in the preambles hereto, and that in order to secure the Bonds and carry out the Project, the execution and delivery of the Agreement and the Indenture by the parties thereto are necessary and proper.

Authorization And Payment Of Bonds.

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there are hereby authorized to be issued by the Issuer the Bonds in the aggregate principal amount not to exceed \$20,000,000. The Bonds shall be issued in substantially the form and in the denominations set forth in the Indenture; shall be dated as set forth in the Indenture; shall be numbered as provided in the Indenture; shall mature in the amounts and on the dates and shall bear interest at the rates per annum (not in excess of 15% per annum), payable on the dates, set forth in the Indenture; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be in such form and have the other terms and provisions as are set forth or provided for in the Indenture (as executed and delivered).

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bonds by his manual or facsimile signature, the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bonds by his manual or facsimile signature and the official seal of the Issuer shall be affixed to or imprinted on the Bonds, all as provided in the Indenture, and the Mayor and the City Clerk shall cause the Bonds, as so executed and attested, to be delivered to the Trustee for authentication.

Bonds Are Limited Obligations.

SECTION 4. The Bonds, together with interest thereon, shall be, limited obligations of the Issuer, shall be secured by the Indenture, and shall be payable solely from the revenues and receipts derived from the Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Agreement, which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general credit or taxing powers of any of them, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement (except as hereinbefore provided). No owner of the bonds shall have the right to compel the taxing power of the Issuer, the State of Illinois or any political subdivision thereof to pay the principal of and interest on the Bonds.

Agreement.

SECTION 5. As security for the due and punctual payment of the principal of and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee

certain revenues and receipts derived by the Issuer pursuant to the Agreement, including, but not limited to, certain revenues and receipts derived by the Issuer from persons other than the Company in respect of reletting of the Leased Premises and use and occupancy of the Project under the conditions specified in the Agreement, together with all right, title and interest of the Issuer in and to the Agreement (except Unassigned Rights, as defined in the Indenture), pursuant to the Indenture.

*Sale Of The Bonds; Execution And
Acceptance Of Documents.*

SECTION 6. (a) The sale of the Bonds to the Underwriters (at a price not less than 94% of the aggregate principal amount of the Bonds, plus accrued interest to the date of delivery) is hereby in all respects authorized and approved by the City Council of the Issuer. The Mayor or the City Comptroller is hereby authorized to execute, with the concurrence of the Chairman of the Committee on Finance, the Bond Purchase Agreement in connection with such sale.

(b) The Agreement, the Bond Purchase Agreement and the Indenture in substantially the same forms in which the same have been presented to the City Council of the Issuer are hereby approved by said City Council, and the Agreement, the Bond Purchase Agreement and the Indenture, in such forms, are in all respects authorized and approved by the City Council of the Issuer.

The Mayor or the Comptroller of the Issuer is hereby authorized, empowered and directed to execute the Agreement and the Indenture for and on behalf of the Issuer, and the City Clerk or the Deputy City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix thereto the official seal of the Issuer, and the Mayor or the Comptroller and the City Clerk or the Deputy City Clerk of the Issuer are hereby authorized, empowered and directed to deliver the Agreement, the Bond Purchase Agreement and the Indenture, such Agreement, Bond Purchase Agreement and Indenture to be in substantially the forms presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Bond Purchase Agreement and Indenture presented to and approved by the City Council of the Issuer; subject, however, to the interest rate limitation set forth in Section 3 hereof and the price limitation set forth in Section 6(a) hereof. The Mayor or the Comptroller of the Issuer is authorized and directed to cause the distribution of a Preliminary Official Statement and to execute and deliver a final Official Statement in connection with the Bonds.

Appointment Of Trustee.

SECTION 7. The appointment of LaSalle National Bank, as Trustee, Paying Agent and Bond Registrar under the Indenture, is hereby authorized and approved by the City Council of the Issuer.

Performance Provisions.

SECTION 8. The Mayor or the Comptroller and the City Clerk or the Deputy City Clerk of the Issuer for and on behalf of the Issuer are, and each of them hereby is, authorized, empowered and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance and the Indenture, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor or the Comptroller and the City Clerk or the Deputy City Clerk of the Issuer are hereby further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Bond Purchase Agreement and the Indenture and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability.

SECTION 9. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Captions.

SECTION 10. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Hearing And Approval.

SECTION 11. The publication of notice for the public hearing or hearings required under Section 147(f) of the Internal Revenue Code of 1986, in connection with the proposed issuance of the Bonds, is hereby ratified and approved by the City Council of the Issuer. The Finance Committee of such City Council has conducted the public hearing required by said Section 147(f).

Allocation Under The Act.

SECTION 12. The City Council of the Issuer hereby allocates to the Bonds, the Project and the Company \$20,000,000 of the Issuer's authority to issue bonds described in Section

1317(5)(B) of the Act, and certifies that such allocation does not exceed the remaining amount available to the Issuer under said Section 1317(5)(B).

Provisions In Conflict Superseded.

SECTION 13. To the extent that any ordinances, resolutions, sections of the Municipal Code of Chicago and orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. This Ordinance shall be made available to the public by the City Clerk of the Issuer, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 14. This ordinance shall be in full force and effect immediately upon its passage.

[Bond Purchase Agreement, Indenture of Trust and Special
Facility Use Agreement omitted for printing
purposes but on file and available
for public inspection in
the Office of the
City Clerk.]

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
25.1 BY ADDING NEW SECTIONS 25.1-8 THROUGH
25.1-14 ESTABLISHING SELECTION/PROMOTION
CRITERIA FOR NON-EXEMPT
POSITIONS.

The Committee on Finance submitted the following report, which was, on motion of Alderman T. Evans and Alderman Rush, *Deferred* and ordered published:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication from Alderman Timothy Evans recommending a proposed ordinance amending Chapter 25.1 of the Municipal Code of Chicago concerning the hiring of non-exempt career service and non-career service positions having had the same under advisement, begs leave to report

and recommend that Your Honorable Body pass the proposed do not pass ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) TIMOTHY C. EVANS,
Chairman.

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

WHEREAS, Since June 1983, the City of Chicago has designed and implemented a hiring procedure to assure that political sponsorship was not a criteria in the selection or promotion of City employees; and

WHEREAS, A detailed plan of hiring and promoting of City employees was prepared for the City of Chicago by Charles A. Young, a prominent management consultant; and

WHEREAS, The hiring plan implemented since 1983 has resulted in considerable budgetary savings, by reducing unnecessary hiring and hiring of more qualified City work force; and

WHEREAS, The adoption of a "Chicago Employment Ordinance" will insure equal access of all Chicagoans regardless of their gender or race to City of Chicago job opportunities; and

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

WHEREAS, The City of Chicago as a home-rule municipality 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. Chapter 25.1 of the Municipal Code of the City of Chicago is hereby amended by inserting the words and numbers in italics and deleting the words and numbers bracketed as follows:

25.1-8 Application. This Ordinance will apply to the hiring of all non- exempt positions including career service and non-career service positions. It will apply to filling of vacancies in non-exempt positions, whether from existing employees or former employees or new hires.

25.1-9 Goals and Objectives. The goals of the Ordinance include these aspects with respect to positions covered by the Ordinance:

- (i) It will exclude politics from hiring from all positions other than Exempt positions;*
- (ii) It will provide for excluding hiring procedures which discriminate by race, color, sex, religion, national origin, age, or handicap status, and will promote the City's ability to meet its affirmative action objectives;*
- (iii) It will seek to build a high quality professional work force for the City, with the City retaining discretion as to the means of building that work force;*
- (iv) It will provide for effective management control of employees; and*
- (v) it will permit a period of experimentation in hiring technique.*

25.1-10 Notice and Public Note of Job Availability. The City of Chicago shall not hire any non-exempt position, including career and non-career service position, unless prior public notice of the opportunity to apply for and be hired for the job has been given.

The notice shall be given at least fourteen days before the last date for which applications may be submitted for consideration for the job.

The notice shall include a description of the nature of the job, the qualifications, the pay and how and when to apply for the job. Notice shall be given in the following manner:

- (i) by prominently posting the notice for inspection by the general public at the main office by the Department of Personnel of the City of Chicago and at least eight geographically distributed City of Chicago facilities.*
- (ii) by mailing copies of the list of available job opportunities to each organization or person who shall have requested receiving such lists by mail.*
- (iii) by causing to be published in the "help wanted" section of a Chicago daily newspaper having a circulation of greater than 200,000, a prominent notice of the list of available jobs once each calendar quarter.*

The Department of Personnel shall make reasonable provisions for the hiring of persons in exceptional, emergency situations without prior notice. Any such provision shall provide for an annual report to the City Council of the instances in which such emergency hiring was made, setting forth the reasons why it was an emergency situation, including why it was not possible to have made the hiring without prior public notice.

25.1-11 Methods for Hiring. The methods for selecting employees from among applicants for available jobs or positions will follow these basic guidelines:

A. Applicant Screening and Eligibles List. All applicants will be screened for the purpose of preparing a list of eligible applicants ("Eligibles List"). The screening will be done either by the City's Department of Personnel or by a joint committee of the Department of Personnel and the department or departments of the City to which the jobs relate or which have relevant knowledge concerning applicants (a "Joint Committee"). Objective criteria will be used for the screening and will be set forth in the Detailed Hiring Provisions. Documentation shall be maintained as to the application of those criteria to each set of applicants.

B. Certification to Hiring Authority from Eligibles List.

(1) The Department of Personnel or Joint Committee shall rank, order or otherwise group the eligibles by a method (or methods) which is (are) appropriate for achieving the non-political, anti-discrimination, affirmative-action, and quality-workforce goals of the Plan, such as lottery, assembled examination, performance evaluation, interviews, meeting affirmative action goals, prior work experience or educational achievements, or other lawful methods of predicting job performance. The Detailed Hiring Provisions will include the criteria to be used for such ranking, ordering or grouping for the various City jobs. Documentation shall be maintained as to the application of those criteria to each Eligibles List. The applicants shall be certified from the Eligibles List by their ranking, ordering or grouping.

(2) When the Eligibles List is in the form of a rank ordering and the number of positions to be filled is 25 or less, the screening authority shall certify to the hiring authority up to five applicants for each position to be filled, except that the maximum number of names certified shall not exceed 15 more than the number of vacancies to be filled.

(3) When the Eligibles List is not in the form of a rank ordering of applicants, and

(i) the number of positions to be filled is 4 or less, the screening authority may certify to the hiring authority a number of applicants no greater than the number of positions to be filled plus 10. If the hiring authority does not fill the available positions from the applicants in the group initially certified, it is entitled to obtain 10 additional applicants for any lawful reason.

(ii) the number of positions to be filled is between 5 and 25, inclusive, the screening authority may certify to the hiring authority a number of applicants no greater than five applicants for each position to be filled except that the maximum number of names certified shall not exceed 50 more than the number of vacancies to be filled.

(4) Whether or not the Eligibles List is in the form of a rank ordering of applicants, if the number of positions to be filled exceeds 25, the screening authority will group the eligible applicants into pools of 25 eligible applicants (or one (or more) pool(s) of 25 and another pool of the remainder of eligible applicants) and then certify as many pools (or portions thereof) as it may decide,

except that in no event will the number of persons certified exceed two full pools (i.e., 50 persons) more than the number of positions to be filled.

(5) Whenever an applicant is certified to the hiring authority but does not duly respond to a request for confirmation of interest in the available position or indicates that he or she is not interested, or whenever an applicant does not duly respond to or declines an offer of employment, the screening authority may certify a replacement applicant from the Eligibles List, and such replacement applicant shall be counted in lieu of and not in addition to the applicant being replaced.

(6) The Detailed Hiring Provisions may incorporate modifications or additions to this paragraph 6 as may be necessary and proper to comply with equal employment opportunity requirements and lawful affirmative action commitments.

C. Hiring Authority Decisions.

(1) The hiring authority (in most cases, departmental heads) will have the discretion, within the parameters framed by the goals set forth in paragraph 4 herein, to select, on the basis of specified and lawful criteria, the applicants from those certified to be offered employment. The criteria should include, for example, cooperativeness (as seen in interviews), review of prior work history, assessment of ability to carry out instructions, initiative and creativity, suitable grooming for the job, compliance with affirmative action goals, or other job related criteria.

(2) The Detailed Hiring Provisions will include the specific and lawful written criteria to be used for these decisions by the hiring authorities. Documentation shall be maintained as to the applications of those criteria to each certified list.

25.1-12 Screening Authority. The screening authority will not be the same as the hiring authority. However, it shall be permissible to have a number or numbers of the hiring authority serve with a number or numbers of the Department of Personnel as a joint screening authority.

25.1-13 Emergency Hiring. The Detailed Hiring provision will make provision for emergency hirings and an annual report to the City Council. Emergency hirings will be limited to instances when there is no Eligibles List for the Position. No more than 0.25% of the budget work force of any department may be hired on an emergency basis in any one calendar year. In any event, no more than 0.50% of the total persons employed by the City, at any time, shall have been hired under the emergency hiring provision.

25.1-13 Test of Detailed Hiring Provisions. The Department of Personnel shall prepare a list of detailed hiring provisions of all non-exempt positions including career service and non-career service positions. Such detailed hiring provisions shall be approved by the City Council and shall be appended to this Ordinance as Appendix A.

25.1-14 Exempt Positions. The Department of Personnel shall prepare a list of positions exempt from this Ordinance. This list of positions shall be approved by the

City Council and shall not exceed 5% of the total persons employed by the City at any time.

SECTION 2. The following sections of Chapter 25.1 of the Municipal Code are renumbered as follows:

[25.1-8]	25.1-15
[25.1-9]	25.1-16
[25.1-10]	25.1-17
[25.1-11]	25.1-18
[25.1-12]	25.1-19
[25.1-13]	25.1-20
[25.1-14]	25.1-21
[25.1-15]	25.1-22

SECTION 3. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other provision of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be effective upon due passage and publication.

COMMITTEE ON BEAUTIFICATION AND RECREATION.

ISSUANCE OF PERMITS FOR CARNIVALS, SIDEWALK SALES, STREET FAIRS AND STREET CLOSINGS.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration 138 orders (which were referred on March 2, 1988; April 13, 1988; April 20, 1988; April 27, 1988; May 11, 1988; May 25, 1988; and June 8, 1988) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of street carnivals, street fairs, sidewalk sales and street closings for specific purposes, begs leave to recommend that Your Honorable Body *Pass* the said orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee, 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 Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

CARNIVALS.

Saint Hedwig Church.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Hedwig Church (Reverend Gerald G. Watt, Pastor) 2226 North Hoyne Avenue, a regularly organized religious organization, for the conduct of a street carnival on West Webster Avenue between North Hoyne Avenue and North Hamilton Avenue for the period of May 30 through June 6, 1988, 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.

Ms. Beth Sowa/Saint Columba Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Beth Sowa, St. Columba Church, 3340 East 134th Street for the conduct of Saint Columba Carnival on Greenbay Avenue to the first alley south of East 134th Street; East 134th Street church property frontage on June 1, 1988 through June 5, 1988, during the hours of 6:00 P.M. to Midnight.

Mr. Vincent Gomez/Boys And Girls Club Of Little Village.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Vincent Gomez, Executive Director, Boys and Girls Club of Little Village, 2801 South Ridgeway Avenue, for the conduct of a carnival and/or street fair on South Christiana Avenue between West 26th Street and 2628 for the period of July 13 through July 17, 1988, in accordance with the city's carnival ordinance Sections 34-49.1 through 34-49.4; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street(s) affected, as provided therefor by said carnival ordinance.

*Reverend John Clemens.
(Saint Gregory Carnival)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend John Clemens, 1634 West Gregory Street for the purpose of the Saint Gregory Carnival on North Paulina Street from West Gregory Street (5500 North) to West Bryn Mawr Avenue (5600 North) on June 13, 1988 through June 20, 1988, round the clock closing (24 hours daily).

Reverend Robert G. Darow/Saint Hilary Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Robert G. Darow, Saint Hilary Church, 5600 North Fairfield Avenue, for the purpose of the Saint Hilary Church carnival in the large parking lot (5600 block of North California Avenue) and on Fairfield Avenue, from alley adjacent to 5626 North Fairfield Avenue, southbound to small parking lot adjacent to 5600 North Fairfield Avenue.

Boys And Girls Clubs Of Chicago.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Boys and Girls Clubs of Chicago, 3400 South Emerald Avenue, a regularly organized charitable organization, for the conduct of a carnival on West 34th Street between South Halsted Street and South Union Avenue; and South Emerald Avenue from 3400 to 3430 and also in the parking lot of the Citicorp Savings & Loan Association at 3400 South Halsted Street, for the period of May 30 through June 6, 1988, 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. Kenneth Pickering.
(Chinatown Kiddie Carnival)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Kenneth Pickering, 267 West Alexander Street for the conduct of the Chinatown Kiddie Carnival on South Wentworth Avenue (both sides) from West Cermak Road to West 26th Street, beginning Tuesday, June 21, 1988 through Sunday, June 26, 1988.

Reverend James A. Henegham/Saint John Berchman Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to

grant permission to Saint John Berchman Church, 2517 West Logan Boulevard, Reverend James A. Henegham for the conduct of a carnival from May 30, 1988 through June 7, 1988 on the following streets; side drive of the 2500 block of West Logan Boulevard; West Logan Boulevard from North Campbell Avenue to North Rockwell Street including Parkway (south side) of the 2500 block of West Logan Boulevard.

Reverend Norbert E. Delort/Saint Alphonsus Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Norbert E. Delort, Associate Pastor, Saint Alphonsus Church, 1429 West Wellington Avenue for the conduct of Saint Alphonsus Family Carnival at 1429 West Wellington Avenue (church parish grounds) for the period of June 1, 1988 to June 5, 1988.

Mr. Daniel Ramos/Puerto Rican Parade Committee.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Daniel Ramos, President, Puerto Rican Parade Committee, 1237 North California Avenue, for the conduct of Fiestas Patronales Carnival on West Luis Munoz Marin Drive, from Humboldt Boulevard to West LeMoine Street, Sunday, June 5, 1988 through Wednesday, June 15, 1988, during hours of 12:00 P.M. to 12:00 A.M.

Saint Pascal Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Pascal Church, 3935 North Melvina Avenue, a regularly organized religious organization, for the conduct of a carnival on North Moody Avenue, from West Irving Park Road to the first alley north thereof; North Melvina, Avenue from West Irving Park Road to the first alley north thereof; and the first east-west alley north of West Irving Park Road from North Melvina Avenue to North Moody Avenue, for the period of May 23 through May 31, 1988, in accordance with the city's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the streets affected, as provided therefor in said carnival ordinance.

Pilsen And Little Village Community Center.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Pilsen and Little Village Community Center, 2654 West Cermak Road, for the conduct of a carnival/Little Village Community Center Summer Fest, on South California Boulevard, between West 24th Place and West 26th Street, from 12:01 A.M. on May 31 to 3:00 P.M. on June 6, 1988, 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 for by said carnival ordinance.

Reverend Arthur Krueger/Saint Bartholomew Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Reverend Arthur Krueger, Pastor, Saint Bartholomew Church, 4949 West Patterson Avenue a regularly organized religious organization, for the conduct of a carnival on North Laverne Avenue between West Patterson Avenue and West Addison Street; and in the east-west alley back of the school between North Lamon Avenue and North Laverne Avenue, for the period of June 5 through June 13, 1988, 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.

Queen Of Angels Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Queen of Angels Church, 2330 West Sunnyside Avenue, for the conduct of a carnival and/or street fair on West Sunnyside Avenue from North Western Avenue to the first alley west thereof for the period of July 18 through July 25, 1988, 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.

The Catholic Bishop of Chicago/Our Lady of Lourdes Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Catholic Bishop of Chicago/Our Lady of Lourdes Church, 4640 North Ashland Avenue, for the conduct of a carnival and/or street fair on parish grounds and on West Leland Avenue between North Ashland and North Greenview Avenues for the period of July 27 through July 31, 1988, 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.

Saint Demetrios Greek Orthodox Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Demetrios Greek Orthodox Church, 2727 West Winona Avenue, for the conduct of a carnival and/or street fair on West Winona Avenue between North California and North Washtenaw Avenues, for the period of August 21 through August 29, 1988, 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.

*Reverend Richard Klajbor.
(Sacred Heart Carnival)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Richard Klajbor, 4600 South Honore Street, for the conduct of the Sacred Heart Carnival on South Wolcott Avenue from 4600 south to 4700 south; West 46th Street from 1835 west to 1950 west on May 30, 1988 through June 6, 1988, during the hours of 6:00 A.M. until Midnight.

*Reverend James P. Keating.
(Saint Frances De Sales Carnival)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend James P. Keating, 10201 South Ewing Avenue, for the conduct of the Saint Francis De Sales Carnival, on South Avenue J, from 10201 South Avenue J to 10227 South Avenue J, on July 12, 1988 through July 18, 1988, during the hours of 5:00 P.M. to 12:00 Midnight.

SIDEWALK SALES.

Mrs. Darlene Myers/Mount Greenwood Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the issuance of permits to the Mount Greenwood Chamber of Commerce, Mrs. Darlene Myers, Baron Shoes, 3101 West 111th Street to conduct a sidewalk sale on both sides of West 111th Street from South Sacramento Avenue to South Homan Avenue and on South Kedzie Avenue (both sides) from West 103rd Street to West 112th Place on July 29 and July 30, 1988, from 9:00 A.M. to 9:00 P.M.

Back Of The Yards Businessmen's Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Back of the Yards Businessmen's Association, 1751 West 47th Street, for the conduct of a sidewalk sale on South Ashland Avenue (both sides) between West 42nd and West 52nd Streets, and on West 47th Street (both sides) between South Damen Avenue and South Loomis Street, for the period of July 14 through 17, 1988, during the hours of 9:00 A.M. and 9:00 P.M. each day.

South Chicago Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to

grant permission to the South Chicago Chamber of Commerce, 9204 South Commercial Avenue, for the conduct of a sidewalk sale on South Commercial Avenue (both sides) between East 85th and East 93rd Streets, for the period of August 4 through August 7, 1988, during the hours of 10:00 A.M. and 9:00 P.M. each day.

East Side Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the East Side Chamber of Commerce, 3658 East 106th Street, for the conduct of a sidewalk sale on South Ewing Avenue (both sides) from East 104th Street to East 108th Street; and East 106th Street from South Avenue H to South Avenue L, during the period of July 22 and 23, 1988, from 9:00 A.M. to 9:00 P.M., on the 22nd and from 9:00 A.M. to 5:00 P.M. on the 23rd.

Kham And Nate's Shoe Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Kham and Nate's Shoe Store, 755 East 87th Street, for the conduct of a sidewalk sale on East 87th Street, from 755 East 87th Street to the alley, on June 23, 1988 to June 26, 1988, during the hours of 9:00 A.M. to 6:00 P.M. and August 25, 1988 to August 28, 1988, during the hours of 9:00 A.M. to 6:00 P.M.

Ms. Beverly Lubin/Howard Paulina Development Corporation.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Beverly Lubin/Howard Paulina Development Corporation, 1514 West Howard Street, for the conduct of a sidewalk sale on West Howard Street between North Greenview Avenue and North Clark Street on Thursday, June 23, 1988 through Saturday, June 25, 1988, during the hours of 9:00 A.M. to 8:00 P.M.

Andersonville Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Andersonville Chamber of Commerce, 5209 North Clark Street, for the conduct of a sidewalk sale on North Clark Street (both sides) between West Foster Avenue and West Catalpa Avenue, for the period of June 18 through June 19, 1988, during the hours of 9:00 A.M. to 9:00 P.M. each day.

Ravenswood Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Ravenswood Chamber of Commerce, 1760 West Wilson Avenue, for the conduct of a sidewalk sale on both sides of West Lawrence Avenue between North Damen Avenue and North Clark Street, for the period of July 7 through July 10, 1988, during the hours of 8:30 A.M. and 9:00 P.M. each day.

*Diversey Merchants Branch Of Lake View East
Development Corporation.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Diversey Merchants Branch of Lake View East Development Corporation, 3171 North Halsted Street, for the conduct of a sidewalk sale on West Diversey Parkway (both sides) from 300 block through the 600 block, for the period of June 22 through June 25, 1988, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Mr. Ray Belcher/Perry Drugs Number 112.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ray Belcher/Perry Drugs Number 112, 3748 North Elston Avenue, for the conduct of a sidewalk sale on North Elston Avenue (west side) between West Bernard Street and North Kimball Avenue, for the period of June 9 through June 11, 1988, during the hours of 9:00 A.M. to 7:00 P.M. and June 12, 1988, during the hours of 10:00 A.M. to 6:00 P.M.

Cermak Road Chamber Of Commerce And Industry.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Cermak Road Chamber of Commerce and Industry, 2875 West Cermak Road, for the conduct of a sidewalk sale on West Cermak Road (both sides) between South Marshall Boulevard and South Damen Avenue, for the period of June 23 through June 26, 1988, during the hours of 9:00 A.M. and 8:00 P.M. daily.

Ms. Beverly Lubin.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Beverly Lubin, 1514 West Howard Street, for the conduct of a sidewalk sale on West Howard Street (both sides) between North Greenview Avenue and North Clark Street, for the period of June 23 through June 25, 1988, during the hours of 9:00 A.M. and 8:00 P.M. each day.

Ms. Florence Cirzan/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, c/o Florence Cirzan, 4651 North Milwaukee Avenue, for the conduct of a sidewalk sale for the period of July 28 through July 29, 1988, during the hours of 9:00 A.M. and 6:00 P.M. each day, on North Milwaukee Avenue (both sides) from 4630 to 4955; West Lawrence Avenue (both sides) from 5216 to 5401; West Higgins Avenue (east side) from 5403 to 5417; and West Ainslie Street (west side) from 5310 to 5334.

Edgebrook Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Edgebrook Chamber of Commerce, 5318 West Devon Avenue, c/o Janise Grey, for the conduct of a sidewalk sale for the period of July 29 through July 30, 1988, during the hours of 9:00 A.M. and 6:00 P.M. on West Devon Avenue (both sides)

between North Caldwell Avenue and North Spokane Avenue, and North Central Avenue (both sides) between North Caldwell Avenue and North Tahoma Avenue.

Mr. Jose Arellano/Little Village Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jose Arellano, Little Village Chamber of Commerce, 3610 West 26th Street, for a sidewalk sale on West 26th Street (both sides) from South Sacramento Avenue to the city limits on Thursday, June 9 through Saturday, June 11, 1988, during the hours of 9:00 A.M. to 8:00 P.M. and Sunday, June 12, 1988, during the hours of 9:00 A.M. to 5:00 P.M.

Mr. Francisco Contreras/Comerciantes Mexicanos.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Francisco Contreras, Comerciantes Mexicanos, 2858 South Lawndale Avenue, for the conduct of a sidewalk sale on West 26th Street from South Sacramento Avenue to the city limits on Thursday, August 25, 1988 through Saturday, August 27, 1988, during the hours of 9:00 A.M. to 9:00 P.M. and Sunday, August 28, 1988, during the hours of 9:00 A.M. to 5:00 P.M.

Mr. Neil J. Byster/Milwaukee Avenue Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Neil J. Byster, Milwaukee Avenue Chamber of Commerce, 1309 North Ashland Avenue, for the conduct of the Milwaukee Avenue Chamber of Commerce yearly sidewalk sale on North Milwaukee Avenue (both sides) from West Division Street to North Damen Avenue on Thursday, July 21, 1988 through Sunday, July 24, 1988, during the hours of 9:00 A.M. to 9:00 P.M.

Mr. Matt Rooney/Brighton Park Businessmen's Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Matt Rooney, 2429 West 43rd Street, for the conduct of a sidewalk sale for the Brighton Park Businessmen's Association on South Archer Avenue, from South California Avenue to South Kedzie Avenue (both sides), on Thursday, May 19, 1988 through Saturday, May 21, 1988, during the hours of 9:00 A.M. to 9:00 P.M.; and Sunday, May 22, 1988, during the hours of 9:00 A.M. to 5:00 P.M.

Englewood Businessmen's Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Englewood Businessmen's Association to conduct a sidewalk sale on both sides of South Halsted Street, from West 62nd Street to West 65th Street, and on West 63rd Street, from 700 to 900 west, from June 2 through June 4, 1988, during the hours of 9:00 A.M. to 8:00 P.M.

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 a sidewalk sale on North Milwaukee Avenue (both sides) in the 2600, 2700, 2800 and 2900 blocks, and on West Diversey Avenue (both sides) in the 3100, 3200, 3300 and 3400 blocks, for the periods of July 7 through July 10, 1988; and August 26 through August 28, 1988, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Belmont-Central Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Belmont-Central Chamber of Commerce, 5825 West Belmont Avenue, for the conduct of a sidewalk sale on West Belmont Avenue (both sides) between

North Austin and North Long Avenues; and North Central Avenue (both sides) between West Henderson Street and West Wellington Avenue, for the period of July 14 through July 17, 1988, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Ms. Jeannine Smentek/Portage Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Portage Park Chamber of Commerce, c/o Jeannine Smentek, Executive Director, 4921 West Irving Park Road, for the conduct of a sidewalk sale on North Cicero Avenue (both sides) from 3900 to 4300; North Milwaukee Avenue (both sides) from 3900 to 4200; and West Irving Park Road (both sides) from 4600 to 5300, for the period of July 28 through July 29, 1988, from 9:00 A.M. to 9:00 P.M. and July 30 through July 31, 1988, from 9:00 A.M. to 6:00 P.M.

Lincoln Square Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lincoln Square Chamber of Commerce, 4756 North Lincoln Avenue, for the conduct of a sidewalk sale on North Lincoln Avenue (both sides) between West Leland Avenue and West Ainslie Street; and North Western Avenue (both sides) between West Leland Avenue and West Ainslie Street, for the period of July 28 through July 31, 1988, during the hours of 9:00 A.M. and 9:00 P.M. each day.

*Cultural Awareness Council (C.A.C.) Loyola/Sheridan
Country Fair Committee.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Cultural Awareness Council (C.A.C.) Loyola/Sheridan Country Fair Committee, c/o Russell L. Game, Coordinator, 1936 West Bradley Place, for the conduct of a sidewalk sale on North Sheridan Road (west side between 1536 and 6604) and on West Albion Avenue, street and sidewalks (both sides) from 1200 to the first alley west of Sheridan Road for the conduct of an art fair and entertainment, on Saturday, September 24, 1988, during the hours of 8:00 A.M. and 7:00 P.M., 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 Albion Avenue affected, as provided by said carnival ordinance.

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, 6830--6840 South Cottage Grove Avenue, for the conduct of a sidewalk sale at the above address for the following periods, during the hours of 7:30 A.M. and 5:00 P.M., each day: May 6, 7, 13, 14, 20, 21, 27, 28, June 3, 4, 10, 11, 17, 18, 24, 25, July 1, 2, 8, 9, 15, 16, 22, 23, 29, 30, August 5, 6, 12, 13, 19, 20, 26, 27, September 2, 3, 9, 10, 16, 17, 23, 24, 30 and October 1, 7, 8, 14, 15, 21, 22, 28, 29, 1988.

Mr. Phil Blumenfield/Vertels.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Vertels/Phil Blumenfield, 1818 North Wells Street, for the conduct of a sidewalk sale for the period of June 11 through June 12, 1988, during the hours of 10:00 A.M. and 6:00 P.M. each day, in front of 1628 North Wells Street and in front of 1818 North Wells Street.

F. W. Woolworth Company.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to F. W. Woolworth Company, 2405 West Devon Avenue, for the conduct of a sidewalk sale for the period of May 1 through May 31, 1988, during the hours of 9:30 A.M. and 6:00 P.M.

Hyde Park-Kenwood Community Conference.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Hyde Park-Kenwood Community Conference, 5222 South Harper Avenue, for the conduct of a sidewalk sale on East 57th Street (both sides) between South Kenwood and South Dorchester Avenues, for the period of June 4--5, 1988, during the hours of 7:00 A.M. and 7:30 P.M. each day.

Northtown Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Northtown Chamber of Commerce, 2720 West Devon Avenue, for the conduct of a sidewalk sale on West Devon Avenue, between North Kedzie Avenue and North Bell Avenue, for the period of May 26 through May 29, 1988, during the hours of 8:30 A.M. and 8:30 P.M. each day.

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 North Kedzie Avenue (both sides) between West Wilson Avenue and West Ainslie Street, during the hours of 10:00 A.M. and 7:00 P.M. each day for the period of May 12 through May 15, 1988.

Morrie Mages Sports.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Morrie Mages Sports, for the conduct of a sidewalk sale in front of 620 North LaSalle Street and alongside on West Ontario Street for the period of May 26--27, 1988, from 9:00 A.M. to 9:00 P.M.; May 28, 1988, from 9:00 A.M. to 6:00 P.M.; and May 29--30, 1988, from 10:00 A.M. to 5:00 P.M.

Ms. Colette Novich.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Colette Novich, 2122 North Clifton Avenue, for the conduct of a sidewalk sale in front of "NICKS" at 1973 North Halsted Street, on Sunday, May 1, 1988 (fundraiser for Cactus Theatre), during the hours of 4:00 P.M. and 11:00 P.M.

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 on North Milwaukee Avenue (both sides) between 4630 and 4955; West Lawrence Avenue (both sides) between 5216 and 5401; West Higgins Avenue (both sides) between 5403 and 5417; and West Ainslie Street (both sides) between 5310 and 5334, during the hours of 9:00 A.M. and 5:00 P.M. each day of June 17--18, 1988 period.

Southwest Young Men's Christian Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the Southwest Y.M.C.A., 13040 South Pulaski Road, Alsip, Illinois 60658 (Florence Budz/385-6700) to conduct a candy day sale on the following streets: 95th and Western Avenue; 103rd and Western Avenue; 111th and Western Avenue; 115th and Western Avenue; 119th and Western Avenue; 111th and Kedzie Avenue; 115th and Kedzie Avenue; 111th and Pulaski Road; 115th and Pulaski Road; and 103rd and Vincennes Avenue, on Friday, April 8, 1988, from 3:00 P.M. to 7:00 P.M., and on Saturday, April 9, 1988, from 10:00 A.M. to 4:00 P.M.

Mr. Mark Reeves/Great Ace Hardware.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mark Reeves, Great Ace Hardware, for the conduct of a truckload sale

at the curb in front of 2818 North Broadway on Friday, May 13, 1988 from Noon to 9:00 P.M.; Saturday, May 14, 1988 from 9:00 A.M. to 8:00 P.M.; and Sunday, May 15, 1988 from 10:00 A.M. to 8:00 P.M.

Klaus Department Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Klaus Department Store, 2909 North Milwaukee Avenue, for the conduct of a sidewalk sale during the hours of 9:00 A.M. and 9:00 P.M. on each of the following dates: May 7, 14, 21, 28, June 4, 11, 18, 25, July 2, 9, 16, 23, 30, August 6, 13, 20, 27, and September 3, 10, 17, 24, 1988.

Jules 5¢ And \$1.00 Store And Boston Department Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jules 5¢ and \$1.00 Store, 2064 North Milwaukee Avenue; and Boston Department Store, 2010 North Milwaukee Avenue, for the conduct of sidewalk sales during the hours of 9:00 A.M. and 10:00 P.M., each of the following days: April 28, 29, 30, May 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, June 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 23, 24, 25, 26, 30 and July 1, 2, 3, 7, 8, 9, 10, 14, 15, 16, 17, 21, 22, 23, 24, 28, 29, 30, 31, 1988.

Ms. Roseann Monaco/Saint Pascal School.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Roseann Monaco/Saint Pascal School, 3935 North Melvina Avenue, for the conduct of a sidewalk sale for the period of June 4 through July 5, 1988, during the hours of 9:00 A.M. and 5:00 P.M., on West Irving Park Road (both sides) between North Melvina and North Meade Avenues; and North Meade Avenue (both sides) from West Irving Park Road to the first alley south thereof.

Mr. Michael Fahey/Stewart's Family Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Stewart's Family Store, 1908 West 103rd Street (Michael Fahey--233-4820) to conduct a sidewalk sale at 1908 West 103rd Street on Friday, July 8, 1988 and Saturday, July 9, 1988 from 9:30 A.M. to 4:00 P.M.

Mr. Vecchio/Hi-Grade Paints.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Vecchio/Hi-Grade Paints, 3545 North Kedzie Avenue, to conduct a truck sale along the east curb at 3545 North Kedzie Avenue, for the period of June 3 through June 5, 1988, during the hours of 9:00 A.M. and 9:00 P.M.

Ms. Hillary Rosenfield/Marshall Field's On State Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Marshall Field's, 111 North State Street, c/o Hillary Rosenfield, Public Relations Manager, for the conduct of a temporary sale exhibit (see attached letter) in front of Marshall Field's on North State Street, on June 16, 1988, during the hours of 11:30 A.M. and 2:00 P.M.

[Letter not available at time of printing.]

STREET FAIRS.

Catholic Archdiocese/Blessed Agnes Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Catholic Archdiocese/Blessed Agnes Church, 2651 South Central Park Avenue, for the conduct of a sidewalk and street fair on South Central Park Avenue, between West 26th and West 27th Streets, from 3:00 P.M. on August 26 through August 28, 1988 until 10:00 P.M., 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(s) affected, as provided therefor by said carnival ordinance.

*Ms. Sylvia Zappa.
(Gold Coast Art Fair)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sylvia Zappa, 26 East Huron Street, for the conduct of the Gold Coast Art Fair on North Rush Street (both sides) between East Cedar Street and East Chicago Avenue; North Wabash Avenue (both sides) between East Delaware Place and East Chicago Avenue; East Cedar Street (both sides) between North State Street and 1/4 block east of North Rush Street; East Bellevue Place (both sides) between North State Street and 1/4 block east of North Rush Street; East Oak Street (both sides) between North State Street and North Michigan Avenue; East Walton Street (both sides) between North State Street and North Michigan Avenue; East Delaware Place (both sides) between 1/2 block west of North Wabash Avenue and 1/2 block east of North Rush Street; East Chestnut Street (both sides) between 1/4 block west of North Wabash Avenue and 1/2 block east of North Rush Street; East Pearson Street (both sides) between 1/4 block west of North Wabash Avenue and North Michigan Avenue; and East Chicago Avenue (north side) between North Wabash Avenue and North Rush Street, on Friday, August 12, 1988 through Sunday, August 14, 1988, during the hours of 12:00 Noon to 10:00 P.M.

Ms. Marge Marcus/Arthritis Foundation.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Marge Marcus, Special Events Coordinator, Arthritis Foundation, 79 West Monroe Street for the conduct of a street party following a day-long baseball tournament sponsored by Anheuser-Busch/Bud Light Company on East Elm Street, between North State Street and North Rush Street, on Sunday, August 14, 1988, during the hours of 3:00 P.M. to 11:00 P.M.

West Andersonville Neighbors Together (W.A.N.T.).

Ordered, That the Commissioner of Public Works is hereby authorized and directed to

issue a permit to West Andersonville Neighbors Together (W.A.N.T.) 1637 West Gregory Street, for the conduct of a flea market on North Paulina Street (1700 block) between West Foster Avenue and West Balmoral Avenue for the period of August 26 through August 27, 1988 (from 12:00 Noon on August 26th to 6:00 P.M. on August 27th) 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.

95th Street Business Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the 95th Street Business Association (Lois Weber--9006 South Hoyne Avenue), to conduct an Arts and Crafts Fair on West 95th Street from South Western Avenue to South Ashland Avenue on Saturday, August 6, 1988, from 11:00 A.M. to 5:00 P.M.

*Mr. Edward Jarmuszka.
(Hegewisch Fest)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Edward Jarmuszka, 11034 South Green Bay Avenue, for the conduct of a Hegewisch Fest, on South Baltimore Avenue, between East 132nd and East 134th Streets; South Brandon Avenue, between East 132nd Street and East 134th Street; and East 133rd Street, between South Brandon Avenue and South Houston Avenue, for the period of August 6 through August 7, 1988, during the hours of 11:00 A.M. and 12:00 Midnight each day.

Greater State Street Council.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Greater State Street Council, 36 South State Street, for the conduct of a street fair "Celebrate on State Street", on State Street, between West Jackson Boulevard

and West Lake Street, from 1:00 P.M. on Friday, June 24 to 12:00 Midnight on Saturday, June 25, 1988, 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. Gregory Taylor/McKinley Neighborhood House.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gregory Taylor, Director, McKinley Neighborhood House, 8485 South Mackinaw Avenue, for the conduct of the 8th Annual McKinley Neighborhood House Street Fair on East 85th Street, from South Greenbay Avenue to South Buffalo Avenue; South Mackinaw Avenue, from East 84th Street to East 86th Street, on Saturday, August 20, 1988, during the hours of 9:00 A.M. to 9:00 P.M.

Ms. Jane Garza/El Hogar del Nino.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jane Garza/El Hogar del Nino, 2325 South California Avenue, for the conduct of a Radiothon and El Hogar del Nino Fair (fundraiser) on West 23rd Place between South California and South Washtenaw Avenues, for the period of June 17, 1988, from 3:00 P.M. to 10:00 P.M., June 18, 1988, from 12:00 Noon to 12:00 Midnight, and June 19, 1988, from 12:00 Noon to 8:00 P.M.

*Pecquet & Janowitz/57th Street Children's Book
Fair Committee.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Pecquet & Janowitz, Attorneys-at-Law, 188 West Randolph Street/57th Street Children's Book Fair Committee, 188 West Randolph Street, for the conduct of a Children's Book Fair on East 57th Street (both sides) between South Dorchester Avenue and South Kenwood Avenue, on Sunday, September 25, 1988, during the hours of 9:00 A.M. and 5:00 P.M.

Belmont-Central Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Belmont-Central Chamber of Commerce, 5825 West Belmont Avenue, for the conduct of a "Day for Animals" on West Belmont Avenue (both sides) between North Austin and North Long Avenues; and North Central Avenue (both sides) between West Henderson Street and West Wellington Avenue, during the hours of 9:00 A.M. and 5:00 P.M. on Saturday, May 21, 1988.

Belmont-Central Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Belmont-Central Chamber of Commerce, 5825 West Belmont Avenue, for the conduct of an art and craft fair on West Belmont Avenue (both sides) between North Austin and North Long Avenues; North Central Avenue (both sides) between West Henderson Street and West Wellington Avenue, for the period of August 19 through August 23, 1988, during the hours of 9:00 A.M. and 5:00 P.M. each day.

Ms. Cindy Summers/DePaul University.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Cindy Summers, DePaul University, 25 East Jackson Boulevard, for the conduct of a Blues Festival on North Seminary Avenue from West Belden Avenue to West Fullerton Avenue, on Friday, May 27, 1988, during the hours of 10:00 A.M. to 12:00 Midnight.

Mr. Bernard Lecog/Cafe Bernard.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bernard Lecog, Cafe Bernard, 2100 North Halsted Street for the conduct of the Bastille Day Celebration on West Dickens Avenue from North Halsted Street to the alley just west of North Halsted Street on Saturday, July 9, 1988, during the hours of 12:00 Noon to 12:00 Midnight.

Mr. Jimmy Barrientos/Buddhist Temple.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jimmy Barrientos, Buddhist Temple, 1150 West Leland Avenue, for the conduct of a festival on West Leland Avenue from North Racine Avenue to North Broadway, on Friday, June 24, 1988 through Sunday, June 26, 1988, during the hours of 12:00 Noon to 10:00 P.M.

*Mr. Kenneth Pickering.
(Chinatown Summer Fair)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Kenneth Pickering, 267 West Alexander Street, for the conduct of the Chinatown Summer Fair on South Wentworth Avenue from West Cermak Road to West 26th Street (both sides) Sunday, June 26, 1988, during the hours of 8:00 A.M. to 10:00 P.M.

*Mr. Kenneth Pickering.
(Chinatown Summer Fair Art Fair)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Kenneth Pickering, 267 West Alexander Street, for the conduct of the Chinatown Summer Fair Art Fair on South Wentworth Avenue, from West Cermak Road to West 26th Street; West 23rd Street (both sides) from South Wentworth Avenue to South Princeton Avenue, on Sunday, June 26, 1988, during the hours of 8:00 A.M. to 10:00 P.M.

*Ms. Bette Cerf Hill.
(1988 Printers Row Book Fair)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bette Cerf Hill, Coordinator, 343 South Dearborn Street, for the conduct of the 1988 Printers Row Book Fair on South Dearborn Street between West Polk Street and West Harrison Street, on Saturday, June 18, 1988 from 6:00 A.M. to 10:00 P.M. and Sunday, June 19, 1988 from 6:00 A.M. to 10:00 P.M.

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, 1323 East Hyde Park Boulevard, for the conduct of an art fair for the period of June 4 through June 5, 1988, during the hours of 9:00 A.M. and 10:00 P.M., on East 56th Street (both sides) between South Kimbark Avenue and the first alley; East 57th Street (both sides) between South Kimbark Avenue and South Dorchester Avenue; and South Kimbark Avenue (both sides) between East 56th Street and East 57th Street (and also the grounds of the William H. Ray Elementary School, 5631 South Kimbark Avenue).

*Reverend Keith L. Forni.
(Taste Of Incarnation International Fair)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Keith L. Forni, 4101 West Crystal Street, for the conduct of Taste of Incarnation International Fair, 1345 North Karlov Avenue on Saturday, April 23, 1988, during the hours of 11:00 A.M. to 2:00 P.M.

*Ms. Rebecca Janowitz/57th Street Children's
Book Fair Committee.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Rebecca Janowitz, 57th Street Children's Book Fair Committee, 188 West Randolph Street, for the conduct of the 57th Street Children's Book Fair on East 57th Street from South Dorchester Avenue to South Kenwood Avenue on Sunday, September 25, 1988, during the hours of 9:00 A.M. to 5:00 P.M.

Asociacion Pro-Derechos Obreros.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Asociacion Pro-Derechos Obreros, 1436 West 18th Street, a regularly

organized charitable organization, for the conduct of a street fair on South Blue Island Avenue between West Cullerton Street and West 21st Street; South Laflin Street between West Cullerton Street and West 21st Place; and West 21st Street from 1426 to South Ashland Avenue, for the period of April 19 through April 25, 1988, in accordance with the city's carnival ordinance, Sections 34-49.1 through 34-49.5 of the Municipal Code of Chicago; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the streets affected, as provided by said carnival ordinance.

Wrightwood Neighbors Conservation Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Wrightwood Neighbors Conservation Association, 990 West Fullerton Parkway, for the conduct of a street fair on North Lincoln Avenue between West Wrightwood Avenue and West Fullerton Parkway; West Altgeld Street between North Sheffield Avenue and North Lincoln Avenue; and West Montana Street between North Lincoln Avenue and North Sheffield Avenue, for the period of July 30--31, 1988, during the hours of 6:00 A.M. and 9:00 P.M. each day, in accordance with the city's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the streets affected, as provided by said carnival ordinance.

Old Town Triangle Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Old Town Triangle Association, 1763 North Park Avenue, for the conduct of the Old Town Art Fair to be held on West Menomonee Street from North Wells Street to North Sedgwick Street; North Lincoln Park West from West Menomonee Street to North Lincoln Avenue; North Orleans Street from West Wisconsin Street to West Menomonee Street; West Wisconsin Street from North Sedgwick Street to North Lincoln Avenue, Saturday, June 11, 1988 through June 12, 1988, during the hours of 6:00 A.M. to 9:00 P.M.

Old Saint Patrick's Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Old Saint Patrick's Church, 718 West Adams Street, a regularly organized charitable and/or religious organization, for the conduct of the world's largest block party on South Desplaines Street between West Monroe Street and West Jackson Boulevard; and West Adams Street between the Kennedy Expressway and South Jefferson Street, for the period beginning at 6:00 P.M. on Thursday, July 21, 1988 and ending at 6:00 P.M. on Sunday, July 24, 1988, in accordance with the city's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the streets affected, as provided by said carnival ordinance.

Ms. Helen Valdez/Mexican Fine Arts Center.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Helen Valdez, President, Mexican Fine Arts Center, 1852 West 19th Street for the conduct of the Latino Expressions Art Exhibition on West 19th Street from South Wood Street to South Wolcott Avenue for the period of Friday, April 22, 1988, 6:00 A.M. through Saturday, April 23, 1988 until 12:00 Noon.

Reverend Lawrence E. Collins/Saint Boniface Parish.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Lawrence E. Collins, Saint Boniface Parish, 921 North Noble Street for the conduct of the Feast of Saint Boniface on West Chestnut Street between North Elizabeth Street and North Noble Street on Saturday, June 4, 1988, from 12:00 Noon until Sunday, June 5, 1988, at 6:00 P.M.

Ms. Eleanor Grebener/2100 West Barry Block Club.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to

grant permission to Eleanor Grebener, Block Captain, 2100 West Barry Block Club for the conduct of the Residents' Restricted Block Party on West Barry Street (plus North Hamilton Avenue and the alley in subject area) on Saturday, August 20, 1988, during the hours of 12:00 Noon to 10:00 P.M.

*Mr. Jimmie Barreto.
(Street Festival)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jimmie Barreto, 3636 North Fremont Street, for the conduct of a street festival on North Fremont Street from West Addison Street to West Waveland Street, Saturday, July 9, 1988, during the hours of 2:00 P.M. to 10:00 P.M.

Saint Paul Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Paul Church, 2127 West 22nd Place, for the conduct of a fiesta and/or street fair on West 22nd Place between South Hoyne Avenue and the parish hall at 2131, on Sunday, June 12, 1988, during the hours of 8:00 A.M. and 8:00 P.M., 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.

*Reverend George A. Rice/Addison Street
Congregational Church.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend George A. Rice, Addison Street Congregational Church, 2132 West Addison Street, for the conduct of the Sunday evening concerts on North Hamilton Avenue from West Addison Street to the first east-west alley north thereof, for the period of Sunday, July 3, 1988, 3:00 P.M. to 9:00 P.M.; Sunday, July 10, 1988, 3:00 P.M. to 9:00 P.M.;

Sunday, July 17, 1988 during the hours of 3:00 P.M. to 9:00 P.M.; Sunday, July 24, 1988, 3:00 P.M. to 9:00 P.M.; and Sunday, July 31, 1988, 3:00 P.M. to 9:00 P.M.

Lee Caldwell/University Of Chicago.

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 the University of Chicago Women's Board Meeting on South University Avenue from the 5700 block to the 6000 block on Thursday, May 19, 1988, during the hours of 6:00 A.M. to 12:30 P.M.

Ms. Renee M. Abrams/Fusion International.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Renee M. Abrams, Executive Producer, Fusion International, 222 West Ontario Street, for the conduct of a conference and event to be held during the hours of 12:00 Midnight, Tuesday, August 23, 1988 until 12:00 Midnight, Wednesday, August 24, 1988.

Chicago Fire Department And Chicago Police Department.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Fire Department and the Chicago Police Department (Marshall Christopher, Police Department, 510 North Peshtigo Court) for the conduct of an eight person tug-of-war between the police officers and fire fighters, to "Say No To Drugs" (recreational) on the 600 block of North Dearborn Street (both sides) on Tuesday, May 31, 1988, during the hours of 6:30 P.M. to 11:00 P.M.

*Mr. Gary Heiferman/Chicago Museum Of
Contemporary Art (New Group).*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gary Heiferman, Chicago Museum of Contemporary Art (New Group), 237 East Ontario Street, for the conduct of an evening fund raiser on East Huron Street between North Orleans Street and North Sedgwick Street, beginning Friday, September 9, 1988, during the hours of 7:00 P.M. until 8:00 A.M. Saturday, September 10, 1988.

STREET CLOSINGS.

Mr. Mike Calderone/McGuane/Bridgeport Little League.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to issuing the necessary permits to the McGuane/Bridgeport Little League, Mike Calderone, to close West 29th Street from South Halsted Street to South Poplar Avenue on May 14, 1988, from 11:00 A.M. until 2:00 P.M.

Reverend Bunsei Ito/Neeherin Buddhist Temple.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Bunsei Ito/Neeherin Buddhist Temple, 4216 North Paulina Street, to close to traffic the north-south alley adjacent to the Courtney School Yard and the Neeherin Buddhist Temple for the period of June 11 through June 12, 1988, from 6:00 A.M. to 6:00 P.M. each day to assure pedestrian safety in conjunction with a function to be held in the temple.

Andersonville Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Andersonville Chamber of Commerce, 5209 North Clark Street, to close to traffic North Clark Street between West Foster and West Catalpa Avenues, from

6:00 A.M. on June 18 to 9:00 P.M. on June 19, 1988, for the conduct of a Midsummer Eve Festival and Ethnic Celebration.

Variety Club Of Illinois.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Variety Club of Illinois, 30 West Washington Street, to close to traffic West Walton Street between North Dearborn Street and North State Street from 4:00 A.M. on Sunday, August 14 to 2:00 A.M. on Monday, August 15, 1988, for the conduct of the Second Annual Charity Festival for the benefit of Saint Joseph's Carondelet Child Center.

Rush-Presbyterian-Saint Luke's Medical Center.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Rush-Presbyterian-Saint Luke's Medical Center to close to traffic North Wabash Avenue between East Ontario Street and East Ohio Street on Saturday, June 11, 1988, during the hours of 3:00 P.M. and 5:00 P.M. in conjunction with commencement exercises to be held in the Medinah Temple.

North Dearborn Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the North Dearborn Association, P. O. Box 10521, Chicago, 60610, to close to traffic North Dearborn Parkway between West Goethe Street and West North Avenue on Sunday, July 24, 1988, during the hours of 12:00 Noon and 5:00 P.M., for the conduct of the 30th Annual North Dearborn Association Garden Walk and Heritage Festival (cross streets, namely, Goethe Street, Schiller Street, Burton Place and North Avenue will be open to east-west vehicular traffic).

Saint Procopius Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Procopius Church, 1641 South Allport Street, to close to traffic South Allport Street between West 16th and West 18th Streets, for the conduct of a street fair "Kermesse", for the period of Saturday, June 25, 1988, during the hours of 3:00 P.M. to 11:00 P.M. and Sunday, June 26, 1988, during the hours of 11:00 A.M. to 9:00 P.M.

Mr. Edward P. McDermott/Arthur Cutten's Bar And Grill.

Ordered, That the Commissioner of Public Works grant permission to Edward P. McDermott, Manager, Arthur Cutten's Bar and Grill, 401 South LaSalle Street, to close to traffic South LaSalle Street between West Van Buren Street and South Congress Parkway, for the conduct of Cutten's Fest, for the period of August 17--18, 1988, from 2:00 P.M. to 10:00 P.M.; and August 19, 1988, from 2:00 P.M. to 12:00 Midnight.

Mr. E. Ken Carl/Mid-Pro, Incorporated.
(United States Association/Bud Light Triathlon)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to E. Ken Carl, President, Mid-Pro, Incorporated, 2617 North Albany Avenue, to close to traffic the general lakefront area, namely Oak Street Beach, Navy Pier, upper and lower Randolph Street, lakefront bicycle path from Navy Pier to McCormick Place and the inner lanes of Lake Shore Drive, from 5:30 A.M. to 6:00 P.M. on Sunday, July 31, 1988, for the conduct of the United States Triathlon Association/Bud Light Triathlon (as the last participant passes through given segments of closed areas, same shall be immediately reopened to the public).

Mr. E. Ken Carl/Mid-Pro, Incorporated.
(Chicago Sun-Times Criterium Championships)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to E. Ken Carl, President, Mid-Pro, Incorporated, 2617 North Albany

Avenue, to close to traffic South Columbus Drive (south half lanes) from East Congress Parkway to East Balbo Drive, on Sunday, July 24, 1988, during the hours of 6:00 A.M. and 6:00 P.M., for the Chicago Sun-Times Illinois Criterium Championships (bicycle race for all Illinois residents).

*Ms. Shelley Henry/American Cancer Society, Illinois
Division, Incorporated.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the American Cancer Society, Illinois Division, Inc., 37 South Wabash Avenue, c/o Shelley Henry, Special Events Manager, to close to traffic South Columbus Drive from East Roosevelt Road to East Balbo Drive, on Sunday, June 5, 1988, from 7:00 A.M. to 2:30 P.M. for the traditional Grand Prix Bike Track.

*Mr. Richard J. Sidor/Contract Interiors For
Business, Incorporated.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Richard J. Sidor, Executive Vice President, Contract Interiors for Business, Incorporated, 500 North Orleans Street, to close to traffic West Illinois Street between North Kingsbury and North Orleans Streets on Thursday, August 18, 1988, from 12:00 Noon to 12:00 Midnight, for the conduct of a client and staff reception.

Mr. Ralph J. Vaivada/Trinken, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ralph J. Vaivada, President, Trinken, Incorporated, 901 West Jackson Boulevard, to close to traffic South Peoria Street between West Jackson Boulevard and West Van Buren Street, on Thursday, July 14, 1988, during the hours of 1:00 P.M. and 11:00 P.M., for the conduct of a street fair in conjunction with the 5-kilometer run sponsored by the Krucinski Organization, InterAmerican Insurance and the Chicago Area Runners Association.

Mr. William Marquardt/The Berghoff Restaurant.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to William Marquardt, Vice President, The Berghoff Restaurant, 17 West Adams Street, to close to traffic West Adams Street between North Dearborn Street and North State Street, from 6:00 P.M. on Tuesday, September 13, to 5:00 P.M. on Sunday, September 18, 1988, for the conduct of the 1988 Oktoberfest.

Saint Pius V Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Pius V Church, 1909 South Ashland Avenue, to close to traffic West 19th Street between South Ashland Avenue and the first alley east thereof for the safety of pedestrians in conjunction with a bazaar to be conducted on church premises for the periods of June 3, 1988, from 6:00 P.M. to 11:00 P.M.; June 4, 1988, from 1:00 P.M. to 12:00 Midnight and June 5, 1988, from 11:00 A.M. to 11:00 P.M.

Saint Pius V Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Pius V Church, 1909 South Ashland Avenue, to close to traffic West 19th Street between South Ashland Avenue and the first alley east thereof, for the safety of pedestrians in conjunction with a bazaar to be conducted on church premises, for the period of Friday, August 26, 1988, from 6:00 P.M. to 11:00 P.M.; Saturday, August 27, 1988, from 1:00 P.M. to 12:00 Midnight; and Sunday, August 28, 1988, from 11:00 A.M. to 11:00 P.M.

Holy Name Cathedral.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Holy Name Cathedral, 730 North Wabash Avenue, to close to traffic East Superior Street between North State Street and North Wabash Avenue on

Saturday, May 21, 1988, during the hours of 10:00 A.M. and 2:00 P.M., for the conduct of the annual ordination to the priesthood.

Saint Matthias Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Matthias Church, 2310 West Ainslie Street, to close to traffic North Claremont Avenue from West Ainslie Street to a half block north thereof, in conjunction with a carnival to be held on church grounds for the period of June 7 through June 12, 1988; and also to close North Claremont Avenue (east side) from West Argyle Street south to midpoint of the block.

Lee Caldwell/University Of Chicago.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lee Caldwell, Director of Security, University of Chicago, to close to traffic the parking lanes on both sides of the 5700, 5800, and 5900 blocks of South University Avenue, to allow parking for attendants to the University of Chicago Women's Board Meeting at 5555 South Ellis Avenue, on Thursday, May 19, 1988, during the hours of 6:00 A.M. and 12:30 P.M.

Ms. Natalie Bernstein.
(5K Osteopathic Race)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Natalie Bernstein, Director of Community Relations, 5200 South Ellis Avenue, for the conduct of the 5K Osteopathic Race on 53rd Street, from Greenwood Avenue to Woodlawn Avenue; Woodlawn Avenue, from 53rd Street to 56th Street; 56th Street, from Woodlawn Avenue to University Avenue; University Avenue, from 56th Street to 57th Street; 57th Street, from University Avenue to Stony Island Avenue; Stony Island Avenue, from 57th Street to 56th Street; 56th Street, from Cornell Avenue to 55th Street; 55th Street, from _____ to Cornell Avenue; Cornell Avenue, from 55th Street to South Shore Drive; South Shore Drive, from 55th Street to 53rd Street; 53rd

Street, from South Shore Drive to Greenwood Avenue; on Saturday, September 24, 1988, during the hours of 8:00 A.M. to 9:30 A.M.

Chicago Sun-Times/WLS TV.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Sun-Times/WLS TV, 190 North State Street, to close to traffic North Clark Street between West Randolph Street and West Washington Street on Saturday, April 30, 1988, during the hours of 8:30 A.M. to 9:00 A.M., for the conduct of "Say No To Drugs" Parade.

*East Van Vlissingen Elementary School/Chicago Board
Of Education.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the East Van Vlissingen Elementary School/Chicago Board of Education, 109th Street and Indiana Avenue, to close to traffic West 108th Place between South Wentworth Avenue and South Perry Avenue, on all school days for school purposes, during the hours of 8:40 A.M. and 9:15 A.M. and also 2:25 P.M. and 2:45 P.M.

Muscular Dystrophy Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Muscular Dystrophy Association, 8700 Waukegan Road, Suite 228, Morton Grove, Illinois 60053, to close to traffic the 2400 block of North Lincoln Avenue on Thursday, July 21, 1988, during the hours of 7:00 P.M. and 11:00 P.M., for the Muscular Dystrophy Association's celebration of Dillinger's demise (a fund raising event).

Mrs. Noreen Boyle.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mrs. Noreen Boyle, 4618 North Leamington Avenue, to close to traffic North Avondale Avenue between West Lawrence Avenue and North Laverne Avenue, for the period of May 7 and also May 14, 1988, from 9:00 A.M. to 3:00 P.M. each day, for the conduct of a beautification program community cleanup.

Mayor's Office Of Special Events.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events, Room 703 City Hall, c/o Eugene H. Dibble IV and/or Mary Slowik, to close to traffic the following designated areas in conjunction with the bike and foot races, etc. on East Wacker Drive (westbound lane only) between North Michigan Avenue and North Stetson Avenue, from 7:00 P.M. on Tuesday, August 9, 1988 to 3:00 P.M. on Sunday, August 14, 1988; and East Illinois Street between North Columbus Drive to North Streeter Drive; North Streeter Drive between East Grand Avenue and East Ohio Street; North Lake Shore Drive lower level (southbound lane only) between East Illinois Street and the intermediate Wacker Drive; and North Columbus Drive between East Wacker Drive and East Illinois Street, on August 14, 1988, from 10:00 A.M. to 1:00 P.M.

Ms. Bernadette Rainsford.
(1988 MS UGLY-est Bartender Challenge)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bernadette Rainsford, Project Specialist, 1988 MS UGLY-est Bartender Challenge, to close to traffic South Financial Place from the back door of 411 South Wells Street (Alcock's) to West Van Buren Street, during the hours of 10:00 A.M. and 8:00 P.M. on Friday, June 24, 1988, for the conduct of a block party sponsored by the Chicago-Northern Illinois Chapter of the National Multiple Sclerosis Society and Alcock's "We Rock", 600 South Federal Street, Suite 204.

*Ms. Kathleen Devine/Illinois Labor Network Against
Apartheid/Coalition Of Labor Union Women/
Chicago Chapter.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Kathleen Devine, Coordinator, Illinois Labor Network Against Apartheid/Coalition of Labor Union Women/Chicago Chapter, 323 South Ashland Avenue, to close to traffic the west lane of South Michigan Avenue between West Adams Street and West Congress Parkway, on Friday, March 18, 1988, during the hours of 12:45 P.M. and 1:30 P.M., for the conduct of a labor demonstration.

*Mr. Melvin F. Loftus/Chicago Journeymen
Plumbers L.I. 130 U.A.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Journeymen Plumbers L.I. 130 U.A., c/o Melvin F. Loftus, Recording Secretary, to close to traffic the north and south curb lanes of West Washington Boulevard between North Ada Street and North Loomis Street, and also close the east and west curb lanes of South Loomis Street between West Randolph Street and West Washington Boulevard on Tuesday, June 14, 1988, during the hours of 8:00 A.M. and 9:00 P.M., in conjunction with union elections.

*Mr. Joseph J. Spingola/South Loop
Neighbors' Association.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Joseph J. Spingola, President, South Loop Neighbors' Association, Box 815, 711 South Dearborn Street, Chicago, Illinois 60605, to close to traffic South Dearborn Street between West Polk Street and West Harrison Street; and West Polk Street between South Plymouth Court and South Federal Street, on Saturday, July 23, 1988, during the hours of 12:00 Noon and 10:00 P.M., for the conduct of the South Loop Neighbors' 1988 Street Fair.

*Ms. Nadine Zapolsky.
(Chicago Ethnic Fair)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Nadine Zapolsky, 6422 South Kostner Avenue, to close to traffic South Western Boulevard, from 4300 South to 4700 South for the conduct of Chicago Ethnic Fair on Thursday, August 4, 1988, from 7:00 A.M. to 11:59 P.M.; Friday, August 5, 1988, from 12:00 A.M. to 11:59 P.M.; Saturday, August 6, 1988, from 12:00 A.M. to 11:59 P.M.; Sunday, August 7, 1988, from 12:00 A.M. to 11:59 P.M.; and Monday, August 8, 1988, from 12:00 A.M. to 8:00 A.M.

*Mr. Victor Utara.
(Brighton Lithuanian Fair)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Victor Utara, 2616 West Montgomery Avenue, to close to traffic South Western Boulevard from 4300 South to 4700 South, for the conduct of the Brighton Lithuanian Fair on Thursday, July 14, 1988 from 8:00 P.M. to 12:00 A.M.; Friday, July 15, 1988 from 12:00 A.M. to 11:59 P.M.; Saturday, July 16, 1988 from 12:00 A.M. to 11:59 P.M.; Sunday, July 17, 1988 from 12:00 A.M. to 11:59 P.M.; and Monday, July 18, 1988 from 12:00 A.M. to 9:00 A.M.

*Mr. Vincent Gomez/Chicago Boys And Girls Club Of
Little Village Unit.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Vincent Gomez, Executive Director, Chicago Boys and Girls Club of Little Village Unit, 2801 South Ridgeway Avenue, to close to traffic South Christiana Avenue between West 26th Street and 2628 South Christiana Avenue, for the conduct of a Springtime Fiesta (fund raising event) for the following periods: June 23, 1988 from 6:00 P.M. to 11:00 P.M.; June 24, 1988 from 6:00 P.M. to 12:00 Midnight; June 25, 1988 from 1:00 P.M. to 12:00 Midnight, and June 26, 1988 from 1:00 P.M. to 10:00 P.M.

Foran Fests.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Foran Fests, 300 West Grand Avenue, c/o Mike Foran, to close to traffic North Wells Street between West Grand Avenue and West Ohio Street on Friday, March 18, 1988, during the hours of 4:00 P.M. and 9:00 P.M., for the grand opening of the famed Honda Restaurant of Tokyo, 540 North Wells Street.

Lincoln Central Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lincoln Central Association, 1933 North Burling Street, c/o Sherry Johnson, to close to traffic West Dickens Avenue between North Lincoln Avenue and North Larrabee Street; and North Mohawk Street between West Dickens Avenue and West Armitage Avenue, on June 18, 1988 during the hours of 7:00 A.M. and 11:00 P.M.; and on June 19, 1988 during the hours of 7:00 A.M. and 10:00 P.M., for the conduct of the 25th Annual Lincoln Central Association Art Fair and Festival.

Marge's.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Marge's, 1958 North Sedgwick Street, c/o Marge Landeck, to close to traffic West Menomonee Street between North Sedgwick Street and North Fern Court, for the period of June 11--12, 1988, during the hours of 10:00 A.M. and 11:00 P.M., for the conduct of a neighborhood rally.

Ms. Gretchen Althen/The Body Politic Theatre.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gretchen Althen, The Body Politic Theatre, 2261 North Lincoln Avenue, to close to traffic North Lincoln Avenue from West Webster Avenue to West Belden Avenue on Saturday, June 4, 1988 through Sunday, June 5, 1988, during the hours of 8:00 A.M. to 8:00 P.M.

Mr. Gene Lee/Chinese Dragons Athletic Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gene Lee, Director, Chinese Dragons Athletic Association, 3113 West Cermak Road, to close to traffic the east lane of West Cermak Road between South Wentworth Avenue and South Princeton Avenue from 12:00 Midnight on July 24 1988 through 6:00 A.M. on August 1, 1988, for the conduct of the 11th Annual Moon Festival.

*Illinois Office Of Tourism/Illinois Department
Of Commerce And Community Affairs.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Illinois Office of Tourism/Illinois Department of Commerce and Community Affairs, c/o Lynda Simon, Managing Director, State of Illinois Center, 100 West Randolph Street, Suite 3-400, to close to traffic the west curb lane of North Clark Street between West Lake and West Randolph Streets, on Friday, May 13, 1988, during the hours of 8:30 A.M. and 4:30 P.M., for the purpose of loading and unloading products and equipment in conjunction with the 3rd Annual Best of Fests sponsored by the Illinois Office of Tourism.

*Mr. Russell C. Salzman/Chicago Area Council
Boy Scouts Of America.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Russell C. Salzman, Coordinator, Chicago Area Council Boy Scouts of America, 730 West Lake Street, to close to traffic the following areas for the conduct of the 17th Annual LaSalle Street Dinner Dance on Thursday, July 21, 1988: North LaSalle Street, between West Jackson Boulevard and West Adams Street, during the hours of 4:30 P.M. and 12:00 Midnight; West Quincy Street, between South Wells Street and South Clark Street, during the hours of 1:00 P.M. and 12:00 Midnight; and West Quincy Street, between South Wells Street and South LaSalle Street, during the hours of 4:00 P.M. and 12:00 Midnight.

Casa Aztlan.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Casa Aztlan, 1831 South Racine Avenue, to close to traffic South Racine Avenue, between West 18th and West 19th Streets, on Thursday, April 7, 1988, during the hours of 5:00 P.M. and 7:30 P.M. for the conduct of the Casa Aztlan Cultural Center Dedication.

Wright Junior College.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Wright Junior College, c/o Thomas Swaine, to close to traffic North Austin Avenue, between West Cornelia Avenue and West Roscoe Street, on Saturday, May 7, 1988, during the hours of 10:00 A.M. and 12:30 P.M., for the conduct of graduation exercises.

Mr. Ferd Isserman, Jr./Old Town Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ferd Isserman, Jr., President, Old Town Chamber of Commerce, 1553 North Wells Street, to close to traffic North Wells Street, between West North Avenue and West Evergreen Avenue (including the intersection of West Schiller Street and North Wells Street) for the conduct of the Old Town Art Fair for the period of June 11 through June 12, 1988, during the hours of 7:00 A.M. and 9:00 P.M.

Mr. Joe Kilroy/Canaryville Boys Little League.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to issue the necessary permits to the Canaryville Boys Little League, Joe Kilroy, to close South Normal Avenue, from West 45th Place to West 46th Street, from May 15 through August 31, 1988, from 5:00 P.M. to 9:00 P.M.

*Mr. Robert Lundberg.
(Windy City Wheelman Bicycle Race)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Robert Lundberg, 4836 North Kostner Avenue, for the conduct of the Windy City Wheelman Bicycle Race on North Damen Avenue, from West Balmoral Avenue to West Bryn Mawr Avenue; West Bryn Mawr Avenue, from North Damen Avenue to North Wolcott Avenue; North Wolcott Avenue, from West Bryn Mawr Avenue to West Balmoral Avenue; West Balmoral Avenue, from North Wolcott Avenue to North Damen Avenue, Sunday, July 31, 1988, during the hours of 9:00 A.M. to 5:00 P.M.

*Ms. Judy Bolton-Dick.
(Hit The Bricks For Children's Memorial Hospital 10K Run)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Judy Bolton-Dick, 6465 West Diversey Avenue, for the conduct of the Hit the Bricks for Children's Memorial Hospital 10K Run, on North Narragansett Avenue, from West Fullerton Avenue to West Diversey Avenue, on Sunday, June 12, 1988, during the hours of 9:00 A.M. to 11:00 A.M.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR ENGINEERING AND INSTALLATION OF TRAFFIC CONTROL SIGNALS AT VARIOUS INTERSECTIONS.

The Committee on the Budget and Government Operations submitted separate reports recommending that the City Council pass five proposed ordinances transmitted therewith, authorizing the allocation of Motor Fuel Tax funds for the engineering and installation of traffic control signals at various intersections within the City of Chicago.

On separate motions made by Alderman Bloom, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

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

*Intersection Of North Kedzie Avenue And
North Lincoln Avenue.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
North Kedzie Avenue and North Lincoln Avenue	\$90,000

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 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Intersection Of Dr. Martin Luther King, Jr. Drive
And East 81st Street.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
Dr. Martin Luther King, Jr. Drive and East 81st Street	\$85,000

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 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Intersection Of South Wood Street And
South Archer Avenue.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South Wood Street and South Archer Avenue	\$90,000

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 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Intersection Of North Oriole Avenue And
North Talcott Avenue.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
North Oriole Avenue and North Talcott Avenue	\$90,000

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 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Intersection Of South Lake Shore Drive And East
23rd Street.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South Lake Shore Drive and East 23rd Street	\$90,000

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 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
CITY COUNCIL COMMITTEE ON HISTORICAL
LANDMARK PRESERVATION.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Contingencies	100	15-2050	.0700	\$4,000

TO:

Purpose	Fund	Code Department	Account	Amount
Personal Services	100	15-2050	.0000	\$4,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Committee on Historical Landmark Preservation during the year 1988.

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

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
CITY COUNCIL COMMITTEE ON EDUCATION.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services	100	15-2060	.0000	\$6,000

TO:

Purpose	Fund	Code Department	Account	Amount
Travel	100	15-2060	.0200	\$3,000
Contingencies	100	15-2060	.0700	\$3,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Committee on Education during the year 1988.

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

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

REPROGRAMMING OF YEAR XIII COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS WITHIN DEPARTMENT OF
HEALTH'S ADOLESCENT SUBSTANCE
ABUSE PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$477,774 of Community Development Block Grant funds under the Department of Health's Adolescent Substance Abuse Program; and

WHEREAS, The Commissioner of the Department of Health requests the reprogramming of \$21,000 for the Adolescent Substance Abuse Program within the existing program budget and this reprogramming will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$21,000 of Community Development Block Grant funds be reprogrammed within the existing program budget for the Department of Health Adolescent Substance Abuse Program.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

REPROGRAMMING OF YEAR XIII COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS WITHIN DEPARTMENT OF
HEALTH'S LEAD PAINT IDENTIFICATION
AND ABATEMENT PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$730,682 of Community Development Block Grant funds under the Department of Health's Lead Paint Identification and Abatement Program; and

WHEREAS, The Commissioner of the Department of Health requests the reprogramming of \$21,200 within the Lead Paint Identification and Abatement Program which will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$21,200 of Community Development Block Grant funds be reprogrammed within the existing program budget for the Department of Health's Lead Paint Identification and Abatement Program.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

REPROGRAMMING OF YEAR XIII COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS WITHIN DEPARTMENT OF
ECONOMIC DEVELOPMENT'S BUSINESS
AREA IMPROVEMENTS PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated Community Development Block Grant Year XIII funds under the Business Area Improvements Program and the Technical Assistance to Business Area and Economic Development Groups; and

WHEREAS, The Commissioner of the Department of Economic Development requests the reprogramming of \$25,000 from the 79th Street/Ashland Avenue-Western Avenue project within the Business Area Improvements Program to the Highland - North - Beverly - Wrightwood Ashburn Development Corporation within the Technical Assistance to Business Area and Economic Development Groups is from one existing program to another and will not result in an increase in the Department of Economic Development's Budget; now, therefore,

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

SECTION 1. The sum of \$25,000 of Community Development Block Grant funds be reprogrammed between the existing program budgets from the 79th Street/Ashland Avenue - Western Avenue project to the Highland - North - Beverly - Wrightwood Ashburn Development Corporation.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted separate committee reports recommending that the City Council pass six proposed orders transmitted therewith, authorizing the installation of water mains at various locations.

On separate motions made by Alderman Bloom, each of the said proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

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 North Ada Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Ada Avenue, from West Wabansia Avenue to West North Avenue: 1,157 feet of 8-inch ductile iron water main, at the total estimated cost of \$170,661.90 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00679.

Portion Of South Harper Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Harper Avenue, from East 57th Street to East 59th Street: 1,318 feet of 8-inch ductile iron water main, at the total estimated cost of \$184,155.13 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00684.

Portion Of West Monterey Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Monterey Avenue, from South Davol Street to east line of rail road right of way: 150 feet of 12-inch ductile iron water main, at the total estimated cost of \$32,450.19 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00680.

Portion Of West Strong Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Strong Street, from North Springfield Avenue to North Harding Avenue: 328 feet of 8-inch ductile iron water main, at the total estimated cost of \$41,890.18 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00681.

Portions Of West 49th Place And South Throop Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 49th Place, from South Loomis Street to South Racine Avenue; and in South Throop Street, from West 50th Street to West 49th Place: 1,651 feet of 8-inch ductile iron water main, at the total estimated cost of \$242,610.81 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00682.

Portion Of West 62nd Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 62nd Street, from South LaSalle Street to South Wentworth Avenue: 315 feet of 8-inch ductile iron water main, at the total estimated cost of \$54,029.29 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00688.

Action Deferred -- AMENDMENT TO 1988 ANNUAL APPROPRIATION
ORDINANCE, SPECIAL EVENTS FUND 356.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Burke and Alderman Madrzyk, *Deferred* and ordered published:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an amendment, as amended, to the 1988 Annual Appropriation Ordinance, Special Events Fund 356, to increase estimated proceeds from Taste of Chicago by \$3,994,500, from \$9,850,000 to \$13,844,500, recommends that Your Honorable Body do pass said amendment, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

The said proposed ordinance transmitted with the foregoing committee report reads as follows:

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 within 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 1988, as previously amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated.

SECTION 2. No funds from proceeds of Taste of Chicago may be expended for activities unrelated to Taste of Chicago without prior approval of a spending plan by the City Council.

Corrections And Revisions Of 1988 Budget Recommendations.

356--Special Events Fund

Page	Code	Department And Item	Strike	Insert
		Department of Cultural Affairs 23 - 1005		
350	.9800	Special Events Projects	\$9,375,000	\$13,369,560
		Special Events Revenue		
		Revenue of Year 1988 Proceeds from Taste of Chicago	\$9,850,000	\$13,844,500

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

Action Deferred -- SUPPLEMENTAL APPROPRIATION FOR EXPENSES
OF PROPOSED COLLECTIVE BARGAINING AGREEMENTS
WITH CITY EMPLOYEES AND FOR FUNDING OF
RETIRED MUNICIPAL EMPLOYEE
HEALTH CARE COSTS.

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

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance authorizing a supplemental appropriation for expenses of proposed collective bargaining agreements with city employees and to fund health care costs of retired city workers, recommends that Your Honorable Body do pass said ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

Alderman Bloom presented the following amendment to the said proposed substitute ordinance:

"I move to amend the substitute ordinance by substituting the attached items pertaining to Funds 100 and 512 for the pages pertaining to Funds 100 and 512 of the Exhibit attached to the said substitute ordinance.

Corrections And Revisions Of 1988 Appropriation Ordinance.

100--Corporation Fund

Page	Code	Department And Item	From	To
6		Revenue of Year 1988-- Appropriable	\$1,422,181,986	\$ 1,439,581,986
		Other Revenue	1,422,181,986	1,439,581,986
8		Total Appropriable for /Charges and Expenditures	1,422,181,986	1,439,581,986
		Estimates of Corporate Revenue for 1988 other than Property Tax		
		Other Revenue-- Proceeds of Daily Tender Notes	139,179,582	156,579,582
135		Police Department--57-1005		
	.0006	Salary Provision (one time payment)		14,661,250

100--Corporation Fund

Page	Code	Department And Item	From	To
	.0007	General Pay Increase		\$ 2,815,846
	.0000	For Personal Services	\$521,474,607	538,951,703
		Fire Department--59-1005		
168	.0006	Salary Provision (one time payment)		6,013,750
	.0007	General Pay Increase		899,930
	.0000	For Personal Services	204,110,827	211,024,507
169		Budget Level Total	214,023,787	220,937,467
		Finance General-- Other Operating Expenses-- 99-1005		
252	.0007	General Pay Increase		6,007,750
	.0042	Cost of claims and administration for hospital and medical care provided to eligible employees and their eligible dependents	76,506,400	87,006,400
	.0052	Cost of claims and administration for hospital and medical care to eligible annuitants and their eligible dependents	10,500,000	17,400,000
253	.0000	For Personal Services	142,390,500	171,539,724

100--Corporation Fund

Page	Code	Department And Item	From	To
255		Less Corporate Fund salvage from hiring freeze		(16,500,000)
		Less Corporate Fund salvage from 5% reduction to Non- Personal Services		(12,800,000)
		Less additional Corporate Fund salvage excluding the Police and Fire Departments to be determined by the Budget Director		(6,840,000)
		Department Total	189,171,576	196,132,352

512--Note Redemption and Interest Fund Series D

Page	Code	Department And Item	From	To
358	.0961	For payment of Term Notes	\$139,179,582	\$156,579,582
	.0960	For Loss in Collection of Taxes	7,325,241	8,241,031"

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

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Henry, Soliz, Butler, Smith, Mell, Austin, O'Connor, Natarus -- 23.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Vrdolyak, Garcia, Krystyniak, Davis, Hagopian, Figueroa, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 22.

Thereupon, on motion of Alderman Caldwell and Alderman Robinson, the said proposed substitute ordinance was *Deferred* and ordered published.

The following is said proposed substitute ordinance:

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 relating to its government and affairs; and

WHEREAS, The City of Chicago has recently concluded negotiations with representatives of its annuity and benefit funds concerning continuation of medical coverage for retired City employees; and

WHEREAS, The City of Chicago has recently concluded negotiations with unions representing various City employees; and

WHEREAS, It is appropriate that the City provide funding for the implementation of these agreements, and for labor agreements that may subsequently be negotiated; and

WHEREAS, The management of its finances is a matter relating to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The sum of \$56,357,895 not previously appropriated is hereby appropriated from the Note Redemption and Interest Fund, Series D, for the year beginning January 1, 1988, for the objects and purposes described in the attached exhibit, said amount to be paid out of an additional tax to be levied for such purpose.

SECTION 2. The Annual Appropriation Ordinance for the Year 1988, as previously amended, is hereby further amended as indicated in the attached exhibit.

SECTION 3. This ordinance shall be in full force and effect ten days after its passage and publication.

Exhibit attached to this ordinance reads as follows:

Amendments To 1988 Appropriation Ordinance.

100--Corporate Fund

Page	Code	Department And Item	From No. Amount	To No. Amount
6		Revenue of Year 1988-- Appropriable	\$1,422,181,986	\$1,475,721,986

100--Corporate Fund

Page	Code	Department And Item	From No. Amount	To No. Amount
		Other Revenue	\$1,422,181,986	\$ 1,475,721,986
8		Total Appropriable for Charges and Expenditures	1,422,181,986	1,475,721,986
		Estimates of Corporate Revenue for 1988 other than from Property Taxes		
		Other Revenue Proceeds of Daily Tender Notes	139,179,582	192,719,582
		Fire Department--59-1005		
	.0006	Salary Provision (one time payment)		6,013,750
	.0007	General Pay Increase		899,930
168	.0000	For Personal Services	204,110,827	211,024,507
		Police Department--57-1005		
	.0006	Salary Provision (one time payment)		14,661,250
	.0007	General Pay Increase		2,815,846
135	.0000	For Personal Services	521,474,607	538,951,703
		Finance General--Other Operating Expenses-- 99/2005		
	.0006	Salary Provision (one time payment)		6,007,750

100--Corporate Fund

Page	Code	Department And Item	From No. Amount	To No. Amount
	.0007	General Pay Increase		\$ 5,741,474
252	.0042	Cost of claims and administration for hospital and medical care provided to eligible employees	76,506,400	87,006,400
	.0052	Cost of claims and administration for hospital and medical care provided to eligible annuitants and their eligible dependents through July 31, 1988	10,500,000	
	.0052	Cost of claims and administration for hospital and medical care provided to eligible annuitants and their eligible dependents		17,400,000
253	.0000	For Personal Services	142,390,500	171,539,724

Other Funds

Page	Code	Department And Item	From No. Amount	To No. Amount
256		171--Environmental Control Fund Department of Consumer Services--71-2005		

Other Funds

Page	Code	Department And Item	From No. Amount	To No. Amount
	.0005	Salaries and Wages on Payroll	\$ 356,256	\$ 347,120
	.0006	Salary Provision (one time payment)		7,750
	.0007	General Pay Increase		1,386
338		346--Library Fund-- Maintenance and Operation Chicago Public Library-- 91-2005		
	.0005	Salaries and Wages on Payroll	22,620,092	21,789,323
	.0006	Salary Provision (one time payment)		645,300
	.0007	General Pay Increase		185,469
		610--Midway Airport Fund Department of Aviation Chicago Midway Airport-- 85-2010		
361	.0005	Salaries and Wages on Payroll	3,931,335	3,840,879
	.0006	Salary Provision (one time payment)		28,550
	.0007	General Pay Increase		61,906
		701--Calumet Skyway Toll Bridge Revenue Fund Department of Public Works Bureau of Engineering Operation of Calumet Skyway Toll Bridge--83-2040		
369	.0005	Salaries and Wages on Payroll	1,340,428	1,296,142
	.0006	Salary Provision (one time payment)		31,850
	.0007	General Pay Increase		12,436

Other Funds

Page	Code	Department And Item	From No. Amount	To No. Amount
		740--Chicago O'Hare International Airport Revenue Fund Department of Aviation Chicago O'Hare International Airport--85-2015		
375	.0005	Salaries and Wages on Payroll	\$43,002,749	\$ 41,955,753
	.0006	Salary Provision (one time payment)		404,750
	.0007	General Pay Increase		642,246
		300--Vehicle Tax Fund		
		City Clerk--25-2005		
294	.0005	Salaries and Wages on Payroll	1,402,347	1,294,815
	.0006	Salary Provision (one time payment)		90,757
	.0007	General Pay Increase		16,775
		Department of Streets and Sanitation Bureau of Streets--81/2015		
298	.0005	Salaries and Wages on Payroll	4,592,586	4,192,966
	.0006	Salary Provision (one time payment)		337,279
	.0007	General Pay Increase		62,341

Other Funds

Page	Code	Department And Item	From No. Amount	To No. Amount
		Department of Streets and Sanitation Bureau of Electricity Electrical Maintenance and Operation Division--81/2030		
304	.0005	Salaries and Wages on Payroll	\$876,410	\$ 801,010
	.0006	Salary Provision (one time payment)		63,638
	.0007	General Pay Increase		11,762
		Department of Streets and Sanitation Bureau of Streets and Sanitation Operations-- 81/2045		
305	.0005	Salaries and Wages on Payroll	1,644,910	1,501,650
	.0006	Salary Provision (one time payment)		120,911
	.0007	General Pay Increase		22,349
		Department of Streets and Sanitation Bureau of Forestry, Parkways and Beautification--81/2060		
308	.0005	Salaries and Wages on Payroll	1,545,412	1,409,692
	.0006	Salary Provision (one time payment)		114,548
	.0007	General Pay Increase		21,172
		Department of Public Works Bureau of Engineering--83/2025		

Other Funds

Page	Code	Department And Item	From No. Amount	To No. Amount
309	.0005	Salaries and Wages on Payroll	\$1,136,371	\$ 1,104,210
	.0006	Salary Provision (one time payment)		28,430
	.0007	General Pay Increase		3,731
		Department of Public Works Bureau of Traffic Engineering and Operations--83/2045		
311	.0005	Salaries and Wages on Payroll	6,548,472	6,362,930
	.0006	Salary Provision (one time payment)		156,597
	.0007	General Pay Increase		28,945
		Department of Public Works Bureau of Construction Management--83/2063		
311	.0005	Salaries and Wages on Payroll	1,099,345	1,069,659
	.0006	Salary Provision (one time payment)		25,055
	.0007	General Pay Increase		4,631
		356--Special Events Fund Department of General Services Bureau of Facilities Management--83/2015		
352	.0005	Salaries and Wages on Payroll	152,600	151,804
	.0006	Salary Provision (one time payment)		650
	.0007	General Pay Increase		146
		355--Municipal Hotel Operators' Occupation Tax Fund		

Other Funds

Page	Code	Department And Item	From No. Amount	To No. Amount
		Department of Cultural Affairs--23-2005		
346	.0005	Salaries and Wages on Payroll	\$ 1,331,136	\$ 1,289,958
	.0006	Salary Provision (one time payment)		34,650
	.0007	General Pay Increase		6,528
		512--Note Redemption and Interest Fund Series D		
		99--2005		
358	.0961	For Payment of Term Notes	139,179,582	192,719,582
	.0960	For Loss in Collection of Taxes	7,325,241	10,143,136
		200--Water Fund		
		Finance General--Other Operating Expenses--99/2005		
289	.0954	For the Prepayment of Principal and Interest on Term Notes to be expended at the Direction of the City Comptroller	2,287,717	643,142
	.0900	For Specific Purposes-- Financial	33,465,959	31,821,384
	.0003	For General Payment Increase Including Pay Equity Increase in 1988		1,644,575
	.0000	For Personal Services	12,374,800	14,019,375
		314--Sewer Fund		

Other Funds

Page	Code	Department And Item	From No. Amount	To No. Amount
		Finance General--Other Operating Expenses--99/2005		
333	.0954	For the Prepayment of Principal and Interest on Term Notes to be expended at the Direction of the City Comptroller	\$1,200,000	\$ 497,897
	.0900	For Specific Purposes-- Financial	10,866,053	10,163,950
	.0003	For General Pay Increase Including Pay Equity Increases in 1988		702,103
	.0000	For Personal Services	6,231,100	6,933,203

COMMITTEE ON BUILDINGS.

Re-Referred -- APPROVAL OF PROPERTY LOCATED AT 700 EAST
107TH STREET AS CLASS 6b AND APPROPRIATE
FOR COOK COUNTY TAX INCENTIVE
BENEFITS.

The Committee on Buildings submitted a report recommending that the City Council re-
refer to the Committee on Economic Development, a proposed resolution to approve the
classification of the property at 700 East 107th Street as Class 6b and appropriate for certain
tax incentive benefits under the Cook County Real Property Assessment Classification
Ordinance.

On motion of Alderman Cullerton, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Referred to the Committee on Economic Development*.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

CREATION OF SUBCOMMITTEE WITHIN COMMITTEE ON COMMITTEES, RULES AND ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Pursuant to Rule 36 of the Rules of Order and Procedure, your Committee on Committees, Rules and Ethics meeting held June 27, 1988, created a subcommittee to the Committee on Committees, Rules and Ethics as follows:

William Henry, Chairman

Fred Roti

Ronald Robinson

Burton Natarus

Jesus Garcia

This recommendation was concurred in by twelve (12) members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) ANNA R. LANGFORD,
Chairman.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and the said proposed communication creating a subcommittee of the Committee on Committees, Rules and Ethics was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Alderman Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4
BY ADDING NEW SECTIONS 4-4 THROUGH 4-4.7
REQUIRING DISCLOSURE OF EXPENDITURES
FROM ALDERMANIC CONTINGENT
EXPENSE ALLOWANCES.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a subcommittee of the Committee on Committees, Rules and Ethics a proposed ordinance to amend Chapter 4 of the Municipal Code by adding new Sections 4-4 through 4-4.7 requiring public disclosure of all expenditures from aldermanic contingency expense allowance accounts.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to a subcommittee of the Committee on Committees, Rules and Ethics* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4 BY
ADDING NEW SECTIONS 4-4.8 AND 4-4.9 REQUIRING
ACCOUNTING AND INVENTORY OF EQUIPMENT
PURCHASED BY ALDERMEN.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a subcommittee of the Committee on Committees, Rules and Ethics a proposed ordinance to amend Chapter 4 of the Municipal Code by adding new Sections 4-4.8 and 4-4.9 requiring that an accounting and inventory of equipment purchased by aldermen over the amount of \$100 be reported to the City Council Committee on Finance.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to a subcommittee of the Committee on Committees, Rules and Ethics*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4 BY
ADDING NEW SECTIONS 4-4.10 AND 4-4.11 ESTABLISHING
STANDARDS FOR COMPENSATION OF CITY
COUNCIL EMPLOYEES.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a subcommittee of the Committee on Committees, Rules and Ethics a proposed ordinance to amend Chapter 4 of the Municipal Code by adding new Sections 4-4.10 and 4-4.11 establishing standards for compensation of City Council employees.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to a subcommittee of the Committee on Committees, Rules and Ethics*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- VICE MAYOR AND PRESIDENT PRO TEMPORE
TO HOLD TITLES AND OFFICES WITHOUT
ADDITIONAL COMPENSATION.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a subcommittee of the Committee on Committees, Rules and Ethics a proposed ordinance requiring any alderman elected to the position of Vice Mayor or President Pro Tempore of the City Council to hold said titles and offices without any compensation in addition to his or her aldermanic salary.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to a subcommittee of the Committee on Committees, Rules and Ethics*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- COMMITTEE ON COMMITTEES, RULES
AND ETHICS URGED TO ESTABLISH TIGHTER
CONTROLS ON ALDERMANIC PURCHASES.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a subcommittee of the Committee on Committees, Rules and Ethics a proposed resolution urging the Committee on Committees, Rules and Ethics to establish tighter controls and require the reporting of any purchase and/or lease of equipment by individual aldermen or committees.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Referred to a subcommittee of the Committee on Committees, Rules and Ethics*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- REQUIREMENT FOR ALDERMANIC
ACCOUNTABILITY THROUGH DISCLOSURE
OF SPECIFIED EXPENDITURES.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a subcommittee of the Committee on Committees, Rules and Ethics a proposed ordinance requiring aldermanic accountability through the disclosure of specified expenditures from the Aldermanic Contingent Expense Allowance and to require the City Clerk to publish all such accountings.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to a subcommittee of the Committee on Committees, Rules and Ethics*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- CITY COUNCIL STANDING COMMITTEES
REQUIRED TO PROVIDE MONTHLY REPORTS
OF EXACT EXPENDITURES.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a subcommittee of the Committee on Committees, Rules and Ethics a proposed ordinance requiring all City Council standing committees to provide monthly reports of exact expenditures.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to a subcommittee of the Committee on Committees, Rules and Ethics*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- UNITED STATES CONGRESS URGED TO
STRENGTHEN OFFICIAL SANCTIONS AGAINST
SOUTH AFRICA.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Intergovernmental Relations a proposed resolution urging the United States Congress to strengthen its official sanctions against South Africa.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Referred to the Committee on Intergovernmental Relations*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- EXPRESSION OF OPPOSITION TO ILLINOIS
STATE DEMOCRATIC PARTY CALL FOR CREATION
OF PALESTINIAN HOMELAND WITHIN
ISRAEL.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Intergovernmental Relations a proposed resolution opposing the formal position of the Illinois State Democratic Party calling for the creation of a Palestinian homeland within Israel.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Referred to the Committee on Intergovernmental Relations*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schullter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- ILLINOIS DIRECTOR OF INSURANCE URGED
TO CONDUCT FAIR AND EXPEDITIOUS REVIEW OF
ACQUISITION OF FARMERS INSURANCE GROUP,
INCORPORATED BY BATUS, INCORPORATED.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Intergovernmental Relations a proposed resolution urging the Illinois Director of Insurance to conduct a fair and expeditious review of the proposed acquisition of Farmers Insurance Group, Incorporated by Batus, Incorporated.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Referred to the Committee on Intergovernmental Relations*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schullter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- CITY COUNCIL OPPOSITION TO HOSTILE TAKEOVER
ATTEMPT OF FARMERS INSURANCE GROUP,
INCORPORATED BY BATUS,
INCORPORATED.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to the Committee on Intergovernmental Relations a proposed resolution urging the Illinois Director of Insurance to reject the hostile takeover attempt of Farmers Insurance Group, Incorporated by Batus, Incorporated and to reaffirm the City Council's opposition to all acts or organizations which aid apartheid or which diminish the promotion of sound health programs.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Referred to the Committee on Intergovernmental Relations*, by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

REAPPOINTMENT OF MR. MICHAEL SEGAL AS MEMBER
OF COMMERCIAL DISTRICT DEVELOPMENT
COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration the reappointment of Michael Segal as a member of the Commercial District Development Commission for a term ending May 15, 1990, submitted by Acting Mayor Eugene Sawyer under date of May 25, 1988, begs leave to recommend that Your Honorable Body *Approve* said appointment, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee 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 reappointment of Mr. Michael Segal as a member of the Commercial District Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

PROPERTY LOCATED AT 3434 EAST 95TH STREET APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS
PURSUANT TO COOK COUNTY REAL
PROPERTY CLASSIFICATION
ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Victor A. Vrdolyak (10th) under date of June 22, 1988, authorizing real estate tax incentives for the property located at 3434 East 95th Street under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and used for manufacturing or industrial purposes; and

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

WHEREAS, The Federal Marine Terminals, Inc., is the owner of the property commonly known as 3434 East 95th Street, Chicago, Illinois (hereinafter referred to as the "subject property"), and plans substantial new construction on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Number for the subject property is: 26-05- 117-017-0000; and

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

WHEREAS, The subject property is used for industrial purposes (ship terminal) by Federal Marine Terminals, Inc.; and

WHEREAS, Federal Marine Terminals, Inc., has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-Eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

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

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

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

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

SECTION 1. The subject property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended October 1, 1984; and

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 26-05-117-017-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

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

PROPERTY LOCATED AT 3220 WEST GRAND AVENUE APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Sheneather Butler (27th) under date of May 25, 1988, authorizing real estate tax incentives for the property located at 3220 West Grand Avenue under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee, with no dissenting vote.

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 Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and used for manufacturing or industrial purposes; and

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

WHEREAS, The Rubschlager Baking Corporation is the owner of the property commonly known as 3220 West Grand Avenue, Chicago, Illinois (hereinafter referred to as the "subject property"), and is carrying out a substantial addition to the building located on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Number for the subject property is: 16-02-430-001-0000; and

WHEREAS, The subject property is used for manufacturing purposes (large scale baking for the wholesale trade) by the Rubschlager Baking Corporation; and

WHEREAS, The Rubschlager Baking Corporation has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

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

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

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

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

SECTION 1. The subject property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended October 1, 1984; and

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 16-02-430-001-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois, 60602; and

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

PROPERTY LOCATED AT 4545 WEST CERMAK ROAD APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman William C. Henry (24th) under date of June 8, 1988, authorizing real estate tax incentives for the property located at 4545 West Cermak Road under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said resolution as adopted:

WHEREAS, The County of Cook amended its Real Property Assessment Classification Ordinance, effective October 1, 1984; and

WHEREAS, By virtue of this amendment a new Class 6b was added to said ordinance for incentive abatement purposes; and

WHEREAS, Class 6b of this ordinance requires that the municipality in which such real estate, proposed for Class 6b designation, is located by lawful resolution, approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Substantial rehabilitation will be performed on the real estate located at 4545 West Cermak Road (P.I.N. 16-27-10-003); and

WHEREAS, The aforementioned real estate is located within Enterprise Zone One in the City of Chicago and will be utilized for industrial purposes; and

WHEREAS, The City Council of the City of Chicago is desirous of assisting industrial development throughout the City of Chicago; now, therefore,

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

That the real estate located at 4545 West Cermak Road within the City of Chicago is hereby approved as appropriate for incentive abatement under Class 6b of the Cook County Real Property Assessment Classification Ordinance, effective October 1, 1984; and

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

MADISON-RACINE ENTERPRISE PARK PROJECT AREA APPROVED
FOR CLASS 7 TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance certifying the Madison-Racine Enterprise Park Project Area for Class 7 tax incentive designation pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said ordinance, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee 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 Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit 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 areas which are currently blighted, where a major portion of the area is detrimental to the health, safety and welfare of the occupants and the welfare of 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 and provide adequate local employment commensurate with the capacity of said areas; and

WHEREAS, The Commercial District Development Commission was created on May 8, 1975, by ordinance of the City Council of the City of Chicago, to provide for the eradication and elimination of blighted commercial areas and the rehabilitation and redevelopment of said areas for commercial purposes; and

WHEREAS, On December 12, 1980 the City Council of the City of Chicago approved the resolution of the Commercial District Development Commission designating an area identified as the Madison-Racine Project as a blighted area in need of commercial development; and

WHEREAS, There is a lack of viable industrial and commercial buildings within the Madison-Racine Project area which contributes to substantial unemployment in the area; and

WHEREAS, If new structures were developed, the economic well-being of the County of Cook and the City of Chicago would be improved by an increase in the level of economic activity, which would lead to increased employment opportunities and growth in the real property tax base; and

WHEREAS, Because of the blighted and depressed condition of the Madison- Racine Project area, the ordinary unaided operation of private enterprise cannot accomplish the necessary modernization, rehabilitation and development, and public assistance and encouragement of such private enterprise is needed; and

WHEREAS, The Cook County Board of Commissioners on October 1, 1984 adopted "An Ordinance Amending The Real Property Assessment Classification Ordinance, as amended" for the purpose of encouraging and assisting new development of commercial structures in areas that are depressed or blighted; and

WHEREAS, The classification of the Madison-Racine Enterprise Park Project area for property tax purposes as an area in need of new development of commercial structures is an appropriate and necessary method of providing such assistance and encouragement and will result in increasing the tax base in the area, and in the entire county; and

WHEREAS, The Department of Economic Development and the Commercial District Development Commission have recommended that the City Council of the City of Chicago apply to the Cook County Assessor and request certification of the Enterprise Business Park area from Class 7 designation as "an area in need of commercial development"; 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 commonly known as the Enterprise Business Park Project is located within the Madison-Racine Blighted Commercial Area, duly designated as a blighted area in need of commercial development by the Commercial District Development Commission,

which designation was approved by the City Council of the City of Chicago on December 12, 1980; and

B. Real estate taxes within the Enterprise Park Project area have declined or remained stagnant, and 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 redevelopment of the area is viable and likely to go forward on a reasonably timely basis if Class 7 designation is granted pursuant to the provisions of "An Ordinance Amending The Real Property Assessment Classification Ordinance, as amended", adopted by the Cook County Board of Commissioners on October 1, 1984; and

D. Certification of the Enterprise Park Project area for Class 7 designation will materially assist development and such development would not go forward without certification; and

E. Certification of the Enterprise Park Project area for Class 7 designation is reasonably expected to ultimately result in an increase in real property tax revenues and employment opportunities within the area.

SECTION 2. The City Council of the City of Chicago does hereby request certification of the Enterprise Business Park for designation as a Class 7 "area in need of commercial development" for assessment purposes pursuant to the provisions of "An Ordinance Amending The Real Property Assessment Classification Ordinance, as amended", adopted October 1, 1984 by the Cook County Board of Commissioners.

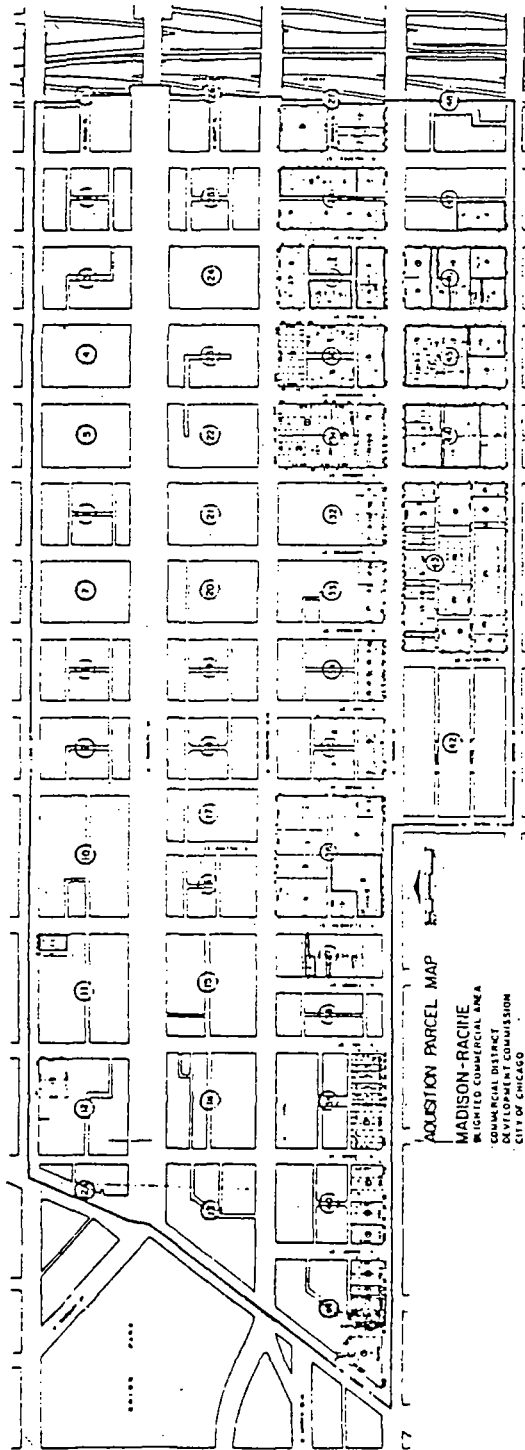
SECTION 3. The Mayor of the City of Chicago is hereby authorized to execute any and all documents required in connection with the foregoing request for certification.

SECTION 4. 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 for certification of the Enterprise Park Project for Class 7 designation as an "area in need of commercial development".

SECTION 5. This ordinance shall be in full force and effect immediately upon the passage hereof.

[Drawing attached to this ordinance printed on page
15152 of this Journal.]

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COMMITTEE ON EDUCATION.

APPOINTMENT OF MS. MARIA N. SALDANA AS MEMBER OF BOARD OF EDUCATION.

The Committee on Education submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Eugene Sawyer, Acting Mayor, (which was referred on May 11, 1988) appointing Maria N. Saldana as a member of the Board of Education of the City of Chicago for a term ending April 30, 1993, to succeed George Munoz, begs leave to recommend that Your Honorable Body do *Approve* the said communication, which is transmitted herewith.

This recommendation was concurred with by unanimous vote by the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Maria N. Saldana as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, Levar, Shiller, Orr, Stone -- 38.

Nays -- Alderman Eisendrath -- 1.

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

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES.

Action Deferred -- EXPRESSION OF OPPOSITION TO
COMMONWEALTH EDISON PROPOSAL
FOR RATE INCREASE.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report which was, on motion of Alderman Madzryk and Alderman Levar, *Deferred* and ordered published:

CHICAGO, June 22, 1988.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection, and Public Utilities, to which was referred a resolution urging the Illinois Commerce Commission to reject Commonwealth Edison's proposed 27% rate increase, having had the same under consideration, begs leave to report and recommend that Your Honorable Body adopt the resolution.

Respectfully submitted,
(Signed) BOBBY L. RUSH,
Chairman.

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

WHEREAS, After failing to win approval for a \$660 million increase in electric rates in July of 1987, Commonwealth Edison has returned to the Illinois Commerce Commission to request a rate increase of \$1.4 billion; and

WHEREAS, Edison's latest rate hike request is the largest in Illinois history, a request which would raise residential rates by 33 percent and would add approximately \$230 a year to the average consumer's electric bill, making Edison's rates the highest in the United States; and

WHEREAS, Edison claims this increase is required to cover the costs of three new power plants built at an expense of over \$7 billion; and

WHEREAS, Independent testimony presented before the Illinois Commerce Commission has demonstrated that the power generated by these plants will not be needed by northern Illinois consumers until well into the next century; and

WHEREAS, Were it not for the unwise construction of these three unneeded plants, Edison would today be a candidate for a rate reduction due to decreases in the federal corporate tax rate and the costs of borrowing, and consumers in most states in the nation have already benefited from similar rate reductions; and

WHEREAS, Edison's request, if granted, will increase the burden on residential and business customers who already pay some of the highest electric rates in the nation; will cripple local economic development and will harm the economic vitality of our community; and

WHEREAS, Edison's request, if granted, will place further strains on the limited financial resources of local government and will have an adverse effect on our ability to provide public services in our community; now, therefore,

Be It Resolved, That the City of Chicago expresses its opposition to further rate increases by Commonwealth Edison to pay for its three newest nuclear power plants; and

Be It Further Resolved, That the City of Chicago supports the efforts of the Citizens Utility Board and other consumer representatives in opposing further rate increases by Commonwealth Edison; and

Be It Further Resolved, That appropriate copies of this resolution be sent to the Chairman of the Illinois Commerce Commission and to the Citizens Utility Board by the City Clerk's Office to register our opposition to any further Commonwealth Edison rate increases.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF SCHOENHOFEN BREWERY POWERHOUSE AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Ira J. Bach, Chairman of the Commission on Chicago Historical and Architectural Landmarks (referred to your committee on May 16, 1980) to designate the Schoenhofen Brewery Powerhouse as a Chicago Landmark, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

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 Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the Schoenhofen Brewery Powerhouse and Administration Building, located at 1748--1770 South Canalport Avenue and 526--530 West 18th Street respectively, are worthy of designation together as a Chicago Landmark; and

WHEREAS, The Commission has found that the Schoenhofen Brewery Powerhouse and Administration Building meet certain criteria for designation as set forth in Chapter 21, Section 21-66 of the Municipal Code of Chicago; and

WHEREAS, The Schoenhofen Brewery Powerhouse, which served as both a powerhouse and a warehouse for the storage of hops, and the adjacent Administration Building represent an era when the brewing industry played an important role in the commercial prosperity of Chicago; and

WHEREAS, The Schoenhofen Brewery Powerhouse, constructed in 1902, is an example of work of the acclaimed partnership of architects Richard E. Schmidt and Hugh M. G. Garden; and

WHEREAS, The Schoenhofen Brewery Powerhouse has intrinsic value as an early and innovative application of the aesthetic principles of the Prairie school of architecture to an industrial building; and

WHEREAS, The Powerhouse Building, with its handsomely ornamented loading dock, incorporating the words "Peter Schoenhofen Brewing Co.", is an imposing and prominent feature of its neighborhood; and

WHEREAS, The Schoenhofen Brewery Administration Building was designed by Adolph Cudell, an architect who took an active role in the development of Chicago during the last quarter of the nineteenth century through the design of impressive residences for Cyrus McCormick, brewers Francis J. Dewes and Conrad Seipp, and others; and

WHEREAS, The Administration Building, built in 1886, is a distinctive example of the eclectic, picturesque styling of Victorian-era architecture, whose particularly rich assortment of decorative details--in the form of terra-cotta plaques of brewing hops, barrels, and other brewing images--served as an advertisement for the brewery; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Schoenhofen Brewery Powerhouse and Administration Building are truly important to Chicago and deserve to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of the Department of Planning and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Schoenhofen Brewery Powerhouse and Administration Building be designated together as a Chicago Landmark; now, therefore,

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

SECTION 1. The Schoenhofen Brewery Powerhouse, located at 1748--1770 South Canalport Avenue, Chicago, and legally described as:

All of Lots 15, 16, 17 and 18 in Artemus Carter's Subdivision of Lot 4 in Block 44 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian; and so much of the southeast quarter of said Section as lies west of the South Branch of the Chicago River, all in Cook County, Illinois,

and the Schoenhofen Brewery Administration Building, located at 526--530 West 18th Street, Chicago, and legally described as:

All of Lots 41, 42 and 43 in Artemus Carter's Subdivision of Lot 4 in Block 44 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, and so much of the southeast quarter of said Section as lies west of the South Branch of the Chicago River, all in Cook County, Illinois,

are hereby together designated, in their entirety, along with the land on which they stand, as a Chicago Landmark.

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 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 to provide official notice of this designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

DESIGNATION OF CALUMET-GILES-PRAIRIE DISTRICT
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation having had under consideration a communication signed by Roy Forrey, Deputy Director of the Commission on Chicago Landmarks (referred to your committee on April 27, 1988) to designate the Calumet-Giles-Prairie District 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 votes.

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 Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the Calumet-Giles-Prairie District, generally including those portions of Calumet, Giles, and Prairie Avenues between 31st and 35th Streets, in Chicago, Illinois, is worthy of designation as a "Chicago Landmark"; and

WHEREAS, The Commission has found that the Calumet-Giles-Prairie District meets certain criteria for landmark designation as set forth in Chapter 21, Section 21-66(1)-(7) of the Municipal Code of Chicago; and

WHEREAS, During the late nineteenth and early twentieth centuries the Calumet-Giles-Prairie District was home to the upper middle-class families of the professionals and businessmen that fueled Chicago's economic growth; and

WHEREAS, The Calumet-Giles-Prairie District includes the site of Camp Douglas, a Confederate prisoner-of-war camp, one of the only sites in Chicago associated with the Civil War; and

WHEREAS, Stephen A. Douglas, an important figure in local, state, and national politics during the nineteenth century, initiated development of this area during the 1850s and played a major role in its evolution; and

WHEREAS, The houses in the Calumet-Giles-Prairie District exhibit the range of architectural styles that characterized residential construction during the late nineteenth and early twentieth centuries, and further exhibit distinctive architectural detailing and craftsmanship; and

WHEREAS, Houses designed by such acknowledged masters as Frank Lloyd Wright and Louis Sullivan, as well as other notable contemporaries, whose work significantly

contributed to the development of the Douglas neighborhood and the city at large, are located in the district; and

WHEREAS, The houses in the district are unified in their architectural expression and in their historical background as a discrete residential area in the larger Douglas neighborhood; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Calumet-Giles-Prairie District is truly important to Chicago, and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Calumet-Giles-Prairie District be designated as a "Chicago Landmark"; now, therefore,

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

SECTION 1. The Calumet-Giles-Prairie District, specifically those portions of the structure exteriors visible from the public right-of-way, legally described in Appendix "A" attached hereto, is hereby designated as a "Chicago Landmark".

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.

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

Appendix "A".

The proposed Calumet-Giles-Prairie District consists of the properties, both publicly and privately owned, within the following boundaries:

On The North

From a point of beginning at the intersection of the west line of the alley next west of Prairie Avenue and the north line of the alley next south of 31st Street;

east along this north alley line, crossing Prairie Avenue, to its coincident intersection with the east line of the alley next east of Prairie Avenue;

south along this east alley line to its intersection with the north property line of 3112 South Giles Avenue;

east along this north property line, crossing Giles Avenue, and continuing along the north property line of 3113 South Giles Avenue to this property line's coincident intersection with the east line of the alley next east of Giles Avenue;

south along this east alley line to the north property line of 3120 South Calumet Avenue;

east along this north property line, crossing Calumet Avenue, and continuing along the north property line of 3123 South Calumet Avenue, to its intersection with the west line of South Dr. Martin Luther King, Jr. Drive;

On The East

South along this west line of South Dr. Martin Luther King, Jr. Drive, crossing East 32nd Street and East 33rd Boulevard, to its intersection with the south property line of 3405 South Calumet Avenue;

west along this south property line to its intersection with the east line of South Calumet Avenue;

south along this east line of South Calumet Avenue to its intersection with a line coincident with the south property line of 3436 South Calumet Avenue;

On The South

West along this south property line and continuing along the south property line of 3443 South Giles Avenue to its coincident intersection with the west line of Giles Avenue;

south along this west line to its intersection with the south property line of 3436 South Giles Avenue;

west along this south property line to its coincident intersection with the east line of the alley west of Giles Avenue;

south along this east alley line to its coincident intersection with the north line of East 35th Street;

west along this north line of East 35th Street to its coincident intersection with the west line of South Prairie Avenue;

north along this west line of South Prairie Avenue to its intersection with the south property line of 3446 South Prairie Avenue;

west along this south property line to its coincident intersection with the west line of the alley next west of Prairie Avenue;

On The West

North along this west alley line, crossing East 33rd Boulevard and East 32nd Street, to the point of beginning.

These properties are legally described as:

Lots 25, 26, 32 through 40, and 46 through 48 in Block 1 of Tyler's Subdivision of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 6 in Thorpe's Subdivision of Lots 41, 42, 43, 44 and 45 in Block 1 in Tyler's Subdivision of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 6 in S. D. Weakley's Subdivision of Lots 27 and 31 inclusive in Block 1 of Tyler's Subdivision of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 6 and 13 through 48 in Block 2 of Tyler's Subdivision of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 and Lots 1 through 7 in S. D. Weakley's Subdivision of Lots 7 through 12 inclusive in Block 2 of Tyler's Subdivision of the South 1/2 of the Northeast 1/4 of the Northwest 1/4; and the North-South alley vacated by ordinance passed November 26, 1940; all in Section 34-39-14;

Lots 1 through 7 in the Resubdivision of Lots 45, 46, 47, and 48, and all of Lots 1 through 44 in Block 3 of Tyler's Subdivision of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14, as well as the North-South alley vacated by ordinance passed November 16, 1970, and the private alley in said Block;

Lots 1 through 24 in Block 4 of Tyler's Subdivision of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 18, 19, 22, 23, 26, 27, 30, 31, 34, 35, 38, 39, 42, 43, 46, and 47 in Block 1 of Loomis and Laflin's Subdivision of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

The South 8-1/3 feet of Lot 10, and Lots 11, 14, 15, 17 through 45 and Lot 48 in Block 2 of Loomis and Laflin's Subdivision of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 4 in the Subdivision of Lots 46, 47, and the South 4/12 feet of Lot 43 in Block 2 the Subdivision of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 34-39-14;

The North 15.05 feet of Lot 40 and all of Lots 41 through 77 in Haywood's Subdivision of the West 4/5 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 4 in George H. Fox's Subdivision of Lots 37 and 38 (except the South 33 feet thereof), Lot 39 and the South 8.95 feet of Lot 40 in the Subdivision of the West 4/5 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 5 through 18 and the North 20 feet of Lot 19 in C. Cleaver's Subdivision of the East 2 acres of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 and 2 in the Subdivision of Lot 20 and the South 10 feet of Lot 19 of Cleaver's Subdivision of the East 2 acres of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 3, 6, 11, 14, 19, 22, 23, 26, 27, 30, 31, 34, 35, 39, 42, 47, 50, 54, 55, 58, 59, 62, 67, and the North 21 feet of Lot 63 in Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 6 in the Subdivision of Lots 28, 19, 30, 31, and 32 of Alethean Addition to Chicago being in the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14, being parts of Blocks 2, 3, and 6 in Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 33 through 37 in Alethean Addition to Chicago (being a Resubdivision of Lots 9, 16, 17, 24, 25, 32, 33, 40, 41, 48, 49, 56, 57, 64, and 65 in Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14, and a Tract of the said Southeast 1/4 of the Northwest 1/4 of said Section 34, thus described beginning at a point in the East line of the said Tract 64 rods North of its Southeast corner, thence North along said East line to the Northeast corner thereof, thence West on the North line thereof 20 rods, thence South parallel with the East line to a line parallel to and 64 rods North of the South line of said Tract, thence East 20 rods to the beginning;

Lots 1 through 7 in F. Gaylord's Subdivision of Lots 2, 7, 10, 15, and 18 in Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

The South 15 feet of Lot 7 and all of Lots 8, 9, and 10 in Forsythe's 2nd Addition being a subdivision of that Part North of the South 64 rods of the West 186 feet of the East 516 feet of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 4 in Joseph Beifeld's Subdivision of the East 125 feet of Lots 1, 2, and 3 of Forsythe's 2nd Addition to Chicago in the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 and 2 in Frank S. Wrigley's Subdivision of the North 9 feet of the East 125 feet of Lot 7 and the East 125 feet of Lots 5 and 6 in Forsythe's 2nd Addition to Chicago in the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1, 2, and 3 in the Subdivision of Lots 38, 43, and the North 1 foot of Lot 46 in Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1, 2, and 3 in G. W. Burchard's Subdivision of Lot 51 and the South 30 feet of Lot 46 of Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 6 in Fuller Frost, and Cobb's Subdivision of part of Lot 1 in Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 5, 6, and 7 in J. Stonehem's Subdivision of Lot 1 of Block 2 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 16 in McLachlan and Others Resubdivision of Lots 4, 5, 12, 13, and Lots 20, 21, 28, 29, 36, 37, and 44 inclusive in Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 2, 3, and 4 in the Subdivision of Lot 45 and the North 22 feet of Lot 52 in Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 8 in the Subdivision of Lots 53, 60, 61, 68, and that part of 52 lying South of the North 22 feet thereof, all in Charles Cleaver's Subdivision of Lots 3, 4, 5, and 6 in Block of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 29 in Burling and Buckingham's Subdivision of part of Block 2 in Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1, 2, and 3 in Nancy Wolff's Subdivision of Lots 10 and 11 and the South 17 feet of Lot 9 in E. C. Larned's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 34-39-14;

Lots 1 through 6 in the Subdivision of the West 1/2 of the North 1/2 of Lot 7 in Block 1 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 12 in Frederic H. Bartlett's Subdivision of parts of Lots 2 and 3 in Block in Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 8 in Nellie C. Dodson's Subdivision of part of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1, 2, and 3 in the Subdivision of Lots 19 and 20 in Block 2 of Harriet Farlin's Subdivision of Lots 8, 9, and 10 in Block 1 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 13 in the Subdivision of the South 250 feet of the East 1/2 of Lot 4 in Block 1 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1, 2, and 3 in Dikeman and Dehn's Subdivision of Lot 31 and part of Lot 32 in E. C. Larned's Subdivision of part of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 through 15 in Block 1 of Harriet Farlin's Subdivision of Lots 8, 9, and 10 in Block 1 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

Lots 1 and 11 through 18 in Block 2 of Harriet Farlin's Subdivision of Lots 8, 9, and 10 in Block 1 of Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest of Section 34-39-14;

Lots 1 through 9, 12 through 22, and 24 through 30, and 33 in E. C. Larned's Subdivision of part of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

The east 1/2 of Lot 1, all of Lot 2, part of Lot 3, and Part of Lot 7 in Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34-39-14;

All East of the Third Principal Meridian, in Cook County, Illinois.

Addresses of properties within the proposed Calumet-Giles-Prairie District:

Calumet Avenue:

Even numbers: 3120 through 3436 South Calumet Avenue inclusive.

Odd numbers: 3123 through 3405 South Calumet Avenue inclusive.

Giles Avenue:

Even numbers: 3112 through 3436 South Giles Avenue inclusive.

Odd numbers: 3113 through 3443 South Giles Avenue inclusive.

Dr. Martin Luther King, Jr. Drive:

Even numbers: 3122 through 3443 South Dr. Martin Luther King, Jr. Drive inclusive.

Prairie Avenue:

Even numbers: 3112 through 3446 South Prairie Avenue inclusive.

Odd numbers: 3115 through 3457 South Prairie Avenue inclusive.

32nd Street:

Even numbers: 216 through 356 East 32nd Street inclusive.

Odd numbers: 215 through 355 East 32nd Street inclusive.

33rd Boulevard:

Even numbers: 214 through 354 East 33rd Boulevard inclusive.

Odd numbers: 215 through 355 East 33rd Boulevard inclusive.

35th Street:

Even numbers: 234 through 244 East 35th Street inclusive.

**COMMITTEE ON HUMAN RIGHTS AND
CONSUMER PROTECTION.**

AMENDMENT OF MUNICIPAL CODE CHAPTER 130 BY ADDING
NEW SECTION 130-2.6-1 DECLARING CONSUMER
TASTING OR TAMPERING OF SEALED FOOD
PRODUCTS BEFORE PURCHASE A
MISDEMEANOR.

The Committee on Human Rights and Consumer Protection submitted the following report:

To the President and Members of the City Council:

Your Committttee on Human Rights and Consumer Protection, having under consideration an ordinance concerning a code amendment to Chapter 130 declaring as a misdemeanor act of or allowance of consumer tasting of sealed food products, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was concurred in by the unanimous vote of the committee.

Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 130 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 130-2.6-1 and to read as follows:

130-2.6-1. It is hereby declared a misdemeanor for any person to taste before purchase any food products from a sealed or closed container stored or offered for sale within any food purveyor's establishment, or to open or in any way tamper with any sealed or closed container within such establishment. Any person found in violation of this provision shall be fined not less than fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00) for each offense, and each such act shall constitute a distinct and separate offense.

It is hereby declared a misdemeanor for any person holding a food purveyor's license or his agent to allow any consumer or potential consumer to taste before purchase any food product from a sealed or closed container stored or offered for sale within such establishment, or to open or in any way tamper with any sealed or closed container within such establishment. Any person found in violation of this provision shall be fined not less than fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00) for each offense, and each such act shall constitute a distinct and separate offense.

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

Action Deferred -- AMENDMENT OF MUNICIPAL CODE BY ADDITION
OF NEW CHAPTER 199 ENTITLED "HUMAN RIGHTS",
REPEAL OF CHAPTERS 198.7A, 199A AND
199B AND AMENDMENT OF
CHAPTER 198.7B.

The Committee on Human Rights and Consumer Protection submitted the following report:

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having under consideration an ordinance concerning a new Chapter 199 entitled "Human Rights Ordinance" repealing Chapters 198.7A, 199A and amending provisions of Chapter 198.7B, begs leave to recommend that Your Honorable Body pass the said proposed ordinance transmitted herewith.

The recommendation was concurred in by 7 members of the committee with 1 dissenting vote.

Respectfully submitted,
(Signed) PERCY GILES,
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 Municipal Code of Chicago is hereby amended by adding a new Chapter 199, entitled "Human Rights", as follows:

199-1. It is the policy of the City of Chicago to assure that all persons within its jurisdiction shall have equal access to public services and shall be protected in the enjoyment of civil rights, and to promote mutual understanding and respect among all who live and work within this city.

The City Council of the City of Chicago hereby declares and affirms:

that prejudice, intolerance, bigotry and discrimination occasioned thereby threaten the rights and proper privileges of the City's inhabitants and menace the institutions and foundation of a free and democratic society; and

that behavior which denies equal treatment to any individual because of his or her race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income undermines civil order and deprives persons of the benefits of a free and open society.

199-2. Whenever used in this chapter:

(a) "Age" means chronological age of not less than 40 years.

(b) "Credit transaction" means the grant, denial, extension or termination of credit to an individual.

(c) "Disability" means (i) a determinable physical or mental characteristic which may result from disease, injury, congenital condition of birth or functional disorder including, but not limited to, a determinable physical characteristic which necessitates a person's use of a guide, hearing or support dog; or (ii) the history of such a characteristic; or (iii) the perception of such a characteristic by the person complained against.

(d) "Employee" means an individual who is engaged to work in the City of Chicago for or under the direction and control of another for monetary or other valuable consideration.

(e) "Employment agency" means a person that undertakes to procure employees or opportunities to work for potential employees, either through interviews, referrals, advertising or any combination thereof.

(f) "Marital status" means the legal status of being single, married, divorced, separated or widowed.

(g) *"Military discharge status" means the fact of discharge from military status and the reasons for such discharge.*

(h) *"Parental status" means the status of living with one or more dependent minor or disabled children.*

(i) *"Public accommodation" means a place, business establishment or agency that sells, leases, provides or offers any product, facility or service to the general public, regardless of ownership or operation (i) by a public body or agency; (ii) for or without regard to profit; or (iii) for a fee or not for a fee.*

(j) *"Religion" means all aspects of religious observance and practice, as well as belief, except that with respect to employers "religion" has the meaning ascribed to it in Section 199-5.*

(k) *"Sexual orientation" means the actual or perceived state of heterosexuality, homosexuality or bisexuality.*

(l) *"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.*

(m) *"Source of income" means the lawful manner by which an individual supports himself or herself and his or her dependents.*

199-3: No person shall directly or indirectly discriminate against any individual in hiring, classification, grading, discharge, discipline, compensation or other term or condition of employment because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. No employment agency shall directly or indirectly discriminate against any individual in classification, processing, referral, recommendation for employment because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. The prohibitions contained in this paragraph shall not apply to any of the following:

(a) *Use of individual's unfavorable discharge from military service as a valid employment criterion where (i) authorized by federal law or regulation; or (ii) where the affected position of employment involves the exercise of fiduciary responsibilities and the reasons for the dishonorable discharge relate to his or her fiduciary capacity.*

(b) *Hiring or selecting between individuals for bona fide qualifications.*

(c) *Giving preferential treatment to veterans and their relatives as required by federal or state law or regulation.*

(d) Employment decisions of a bona fide religious society, association, organization or institution affecting the definition, promulgation or advancement of the mission, practices or beliefs of the society, association, organization or institution.

199-4. No employer, employee, agent of an employer, employment agency or labor organization shall engage in sexual harassment. An employer shall be liable for sexual harassment by nonemployees or nonmanagerial and nonsupervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

199-5. No employer shall:

(a) refuse to make all reasonable efforts to accommodate the religious beliefs, observances and practices of employees or prospective employees unless the employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business; or

(b) refuse to permit an employee who takes time off from work in order to practice the employee's religious beliefs to exercise any of the following options: (i) to take a day of paid leave or vacation, where applicable under the employee's employment agreement; or (ii) to be excused from work without pay and without discipline or other penalty; or (iii) to elect to take the day off with pay in order to practice the employee's religious beliefs, and to make up the lost work time at a time and date consistent with the operational need of the employer's business. Any employee who elects such deferred work shall be compensated at his or her regular rate of pay, regardless of the time and date at which the work is made up. The employer may require that an employee who plans to exercise option (iii) of this subsection provide the employer with notice of the employee's intention to do so, no more than five days prior to the date of absence.

199-6. No person shall discriminate against any individual in any aspect of a credit transaction, or in any terms and conditions of bonding because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income.

199-7. No person that owns, leases, rents, operates, manages or in any manner controls a public accommodation shall withhold, deny, curtail, limit or discriminate concerning the full use of such public accommodation by any individual because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income. The prohibition contained in this section shall not apply to the following:

(a) a private club or other establishment not in fact open to the public, except to the extent that the products, facilities or services thereof are made available to the general public or to the customers or patrons of another establishment that is a public accommodation; or

(b) *any facility, as to discrimination based on sex, which is distinctly private in nature, such as restrooms, shower rooms, bath houses, dressing rooms, health clubs; or*

(c) *any facility, as to discrimination based on sex, which restricts rental of rooms to individuals of one sex.*

199-8. *No person shall retaliate against any individual because that individual in good faith has made a charge, testified, assisted or participated in an investigation, proceeding or hearing under this chapter.*

199-9. *The Chicago Commission on Human Relations shall receive and review charges of violations of this chapter, and shall prepare and provide necessary forms for such charges. The Commission shall refer charges to the Corporation Counsel for prosecution.*

199-10. *The provisions of this chapter shall be liberally construed for the accomplishment of the purposes hereof. Nothing in this chapter shall be construed to limit rights granted under the laws of the State of Illinois or the United States.*

199-11. *Any person who violates any provision of this ordinance shall be fined not less than \$100 and not more than \$500 for each offense. Every day that a violation shall continue shall constitute a separate and distinct offense.*

SECTION 2. The Municipal Code of Chicago is hereby amended by deleting Chapters 198.7A, 199A and 199B in their entirety.

SECTION 3. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting the terms "race, color, sex, marital status, religion, national origin or ancestry" wherever they appear in said chapter, and inserting in lieu thereof the terms "race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income".

SECTION 4. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting existing Section 198.7B-4 and inserting new Sections 198.7B-4 and 198.7B-4.1, as follows:

198.7B-4. *Whenever used in this chapter, the terms "age," "religion," "disability," "sexual orientation," "marital status," "parental status," "military discharge status" and "source of income" shall have the same meanings as described in Chapter 199 of this code.*

198.7B-4.1. *No provision of this chapter shall be construed to prohibit any of the following:*

(a) *Restricting rental or sale of a housing accommodation to a person of a certain age group (1) when such housing accommodation is authorized, approved, financed or subsidized in whole or in part for the benefit of that age group by a unit of state, local or federal government; or (2) when the duly recorded initial declaration of a*

condominium or community association limits such housing accommodations to persons above the age of 50, provided that a person or the immediate family of a person owning or renting a unit in such housing accommodation prior to the recording of the initial declaration shall not be deemed to be in violation of the age restriction as long as the person or the person's immediate family continue to own or reside in the housing accommodation. (b) A religious organization, association or society, or any not-for-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin.

(c) Restricting the rental of rooms in a housing accommodation to persons of one sex.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held unconstitutional or otherwise invalid by any court, such invalidity shall not affect the remaining provisions or applications of this ordinance to any other person or circumstance.

SECTION 6. This ordinance shall take effect 30 days after its passage and publication.

Alderman O'Connor presented the following proposed amendment:

"I move to amend the proposed Human Rights Ordinance by adding the following language at the end of Section 199-1:

Nothing in this ordinance shall be construed as supporting or advocating any particular lifestyle or religious view. To the contrary, it is the intention of this ordinance that all persons be treated fairly and equally and it is the express intent of this ordinance to guarantee to all of our citizens fair and equal treatment under law."

At this point, Alderman Hansen and Alderman Osterman moved to *Defer* and publish the foregoing proposed ordinance. The motion *Prevailed*.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

ESTABLISHMENT OF COMMISSION TO STUDY FEASIBILITY OF NEW CITY DEPARTMENT TO TREAT SUBSTANCE ABUSE PROBLEMS.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, July 13, 1988.

To the President and the Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on May 25, 1988) appointing a commission to research the feasibility of establishing a City Department to deal exclusively with substance abuse problems in Chicago.

This recommendation, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said resolution as adopted:

Be It Hereby Resolved, That a commission made up of fifty members, appointed by the Mayor, which will consist of community groups, religious groups, two members from the House of Representatives and Senate, members of the media as well as any interested citizens whose input would be valuable, be formed for the singular purpose of determining the feasibility of establishing a separate City department to deal exclusively with all problems related to substance abuse; and

Be It Further Resolved, That the Mayor appoint a chairman and vice-chairman of said commission; and

Be It Further Resolved, That this commission of fifty shall conduct hearings and gather information in neighborhoods throughout the City of Chicago, collecting data from all available public and private sources, and shall submit a report to the Mayor and the Chicago City Council within six months of said commission's establishment, said report to deal with:

- 1) The impact of substance abuse on City of Chicago citizens and individual neighborhoods;
- 2) The feasibility, including all predictable cost factors, of establishing a separate City department to deal exclusively with the problems of substance abuse; and
- 3) Any other subjects or factors deemed pertinent by the commission.

**COMMITTEE ON LAND ACQUISITION, DISPOSITION
AND LEASES.**

**SALE OF BLOCKS 1A, 1B AND 1C IN COMMERCIAL
DISTRICT DEVELOPMENT PROJECT MADISON-
RACINE TO BENNETT-SNITZER,
INCORPORATED.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the sale by the Commercial District Development Commission of Blocks 1A, 1B and 1C in Project Madison-Racine to Bennett- Snitzer, Incorporated.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase certain blocks of land, made by Bennett-Snitzer, Incorporated, said blocks are designed as Blocks 1A, 1B and 1C on the Disposal Parcel Map available for inspection at the Office of the Economic Development Department; and

WHEREAS, The Commercial District Development Commission adopted Resolution No. 88-CDDC-11 on May 25, 1988, whereby it recommends to the City Council that it approve the sale of said blocks in Project Madison-Racine to Bennett-Snitzer, Incorporated, as provided therein; a certified copy of said resolution has been transmitted to this Body; and

WHEREAS, The City Council has considered the said resolution and the indicated sale of said blocks of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of Blocks 1A, 1B and 1C in Commercial District Development Project Madison-Racine, is hereby approved as follows:

Purchaser	Parcel	Total Price
Bennett-Snitzer, Inc.	Blocks 1A, 1B and 1C	\$5,185,350.00

The Blocks Are Legally Described As Follows:

Block 1A: Lots 1, 2, 15 and 16 in Block 2 in Duncan's Addition to Chicago being a subdivision of the east 1/2 of the northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Block 1B: Lots 1 through 15 and Lots 27 through 33 in S.F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago, being a subdivision of the southeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

Block 1C: East 1/2 of Lot 3 and Lots 8 through 11 in Block 5 in Assessor's 2nd Division of east 1/2 of Lot 3, all of Lots 1, 2, 7, 8, 11, 12, 15, 16, 17 and 18 of Block 51 in Carpenter's Addition to Chicago, being a subdivision of the southeast 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; and

West 1/2 of Lot 3 and Lot 7 in Block 51 in Carpenter's Addition to Chicago, being a subdivision of the southeast 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

SECTION 2. The Mayor is authorized to execute, on behalf of the City of Chicago, a contract for the sale of land, a deed and any other documentation which may be necessary

to effectuate the above sale, subject to approval of the Corporation Counsel as to form and legality.

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO
NEGOTIATE FOR ACQUISITION OF PROPERTY
AT 1374--1380 EAST 63RD STREET
NECESSARY FOR STREET
IMPROVEMENTS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for the purchase of property at 1374--1380 East 63rd Street necessary for the improvement of East 63rd Street.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Public Works the following described property required for 63rd Street Improvements, South Wallace Avenue to South Stony Island Avenue.

Parcel 6.

That part of Lots 24 and 25 in Edson and Keith's Subdivision of Block 6 in Keith's Subdivision of the South west 1/4 of the Southeast 1/4 of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian described as follows: Beginning

at a point on the South Lot 24, 20 feet West of the Southeast corner thereof; thence East along the South line of Lots 24 and 25, a distance of 45 feet to the South east line of Lot 25 to the North east corner thereof; thence West along the North line of Lots 25 and 24, a distance of 25.57 feet to a point on a curve; thence Southwesterly along the arc of a circle concave to the East having a radius of 344 feet and an arc distance of 80.74 feet to a point of compound curve; thence Southeasterly along the arc of a circle concave to the Northwest having a radius of 10 feet and an arc distance of 15.77 feet to the point of beginning.

Being a part of the property commonly known as: 1374 to 1380 East 63rd Street.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the title holder for the purchase of the property described in Section 1 of this ordinance.

If the Commissioner of Public Works is able to agree with the title holder of the property for the purchase thereof, he is authorized to purchase the property for the agreed price, subject to the approval of the federal (F.H.W.A.) and state (I.D.O.T.) funding agencies.

SECTION 3. If the Commissioner of Public Works is unable to agree with the title holder of the property upon the purchase price thereof, or if title holder is incapable of consenting to the sale thereof, or if the name or residence of said title holder of record is unknown, or is a non-resident of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set above.

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

AGREEMENT ON ACQUISITION PRICE FOR PURCHASE OF
CERTAIN PROPERTY FOR IMPROVEMENT OF
PORTION OF EAST 67TH STREET.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the acquisition price of \$13,900.00 for property located at East 67th Street and South Jeffery Boulevard necessary for improvements to East 67th Street.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, On February 25, 1988, Council Journal pages 10800 to 10801, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use the property legally described on Exhibit "A" (attached hereto) necessary for improvements to East 67th Street; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An agreement has been made with the title holder of record, Amoco Oil Company, 200 East Randolph Drive, Chicago, Illinois, to acquire said parcel for the sum of \$13,900.00; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to deposit the sum of \$13,900.00 in an escrow account to be used for the purchase of the subject parcel from the title holder. Payment for said property is to be made from Fund No. 247-83-2005-0140-6310B-882. Upon approval of the Corporation Counsel, the City is authorized to accept a deed vesting fee simple title in the City.

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

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

Exhibit "A".

Parcel 2

That part of Lots 1, 2, 3 and 4 except the south 9.92 feet in Jeffery Avenue and East 67th Street Resubdivision of Lots 1, 2 and 3 and vacated alley in Block 1 in Subdivision of the east 134 feet of the west 167 feet of the north 3/4 of the west 1/2 of the southwest 1/4 (except street) in Section 24, Township 38 North, Range 14 East of the Third Principal Meridian, lying westerly of the following described line, beginning at a point on the north line of Lot 1, 7.0 feet east of the northwest corner of said Lot 1; thence south parallel with the west line of said Lots 1 and 2 a distance of 64.0 feet; thence southwesterly along a straight line a

distance of 125.51 feet to a point on the north line of the south 9.92 feet of Lot 4, 1.13 feet east of the west line of said Lot 4, in Cook County, Illinois.

SALE OF BOARD OF EDUCATION PROPERTIES AT
CERTAIN LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, authorizing the sale of Board of Education properties located at the northeast corner of 159th Street and South 80th Avenue adjacent to Orland Park, Illinois and at 1355 South Kedvale Avenue.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

*Unimproved Property Adjacent Orland Park, Illinois.
(Northeast Corner Of 159th Street And South 80th Avenue)*

WHEREAS, The City of Chicago, In Trust for the Use of Schools, holds title to certain real estate (the "Real Estate") adjacent to Orland Park, Cook County, Illinois; and

WHEREAS, A proposal for the sale and development of the Real Estate has been presented to the Board of Education of the City of Chicago (the "Board") which proposal contemplates the sale and development of the Real Estate in three parcels to Orland Golf View, an Illinois general partnership ("Purchaser") as follows: (1) a parcel of approximately 43.7 acres to be developed for use as single family homes with the construction of approximately 122 homes (the "Single Family Parcel"), (2) a parcel of approximately 19 acres to be developed for use as multi-family residences (the "Multi-Family Parcel") containing approximately 114 multi-family units (which multi-family

parcel may be purchased in separate five acre parcels) and (3) a parcel of approximately 17.2 acres to be developed for commercial use (the "Commercial Parcel"); and

WHEREAS, The proposal provides that payment for the various parcels would be as follows:

Parcel	Purchase Price	Closing
Single Family	\$1,500,000.00	2 weeks following City Council approval
Multi-Family	\$918,000 (plus interest from the date of closing of the single family parcel through the closing of the multi-family parcel at the corporate base rate of the Continental Illinois National Bank, adjusted every 6 months, within the range of 8 1/2%--13%)	within 3 years of the closing of the single family parcel
Commercial	\$703,500 (less reimbursable development costs, (not to exceed \$35,000) plus interest from the date of closing of the single family parcel through the closing of the multi-family parcel at the corporate base rate of the Continental Illinois National Bank, adjusted every 6 months, within the range of 8 1/2%--13% or development through a partnership consisting of the Board and Purchaser)	within 4 years of the closing of the single family parcel

WHEREAS, The proposal provides that the Purchaser shall have the Real Estate annexed into the Village of Orland Park and rezoned for the intended usage, pursuant to the terms and conditions of an Annexation Agreement, in form and substance satisfactory to the Board; and

WHEREAS, Preliminary approval of the annexation and rezoning of the Real Estate shall be a condition precedent to the sale of the Real Estate to Purchaser; and

WHEREAS, The proposal provides that the Single Family Parcel will be sold for cash; and

WHEREAS, The proposal provides that the Purchaser may obtain title to the Multi-Family Parcel in separate parcels of not less than five acres each (except for the last acquired parcel) provided that the entire Multi-Family Parcel must be purchased prior to three years following the closing of the Single Family Parcel. In the event the Purchaser elects to purchase the Multi-Family Parcel in phases as opposed to purchasing the entire parcel at one time, then at each closing the Board shall be paid 125% of the allocable purchase price of the Multi-Family Parcel relating to such portion plus all interest accrued relating thereto; and

WHEREAS, The payment of all principal and interest due for the purchase of the Multi-Family Parcel shall be guaranteed jointly and severally by the Hartz Construction Co. Inc., an Illinois corporation and T.J. Cachey Builders, Inc., an Illinois corporation, the general partners of Purchaser; and

WHEREAS, Upon the closing of the Single Family Parcel, the Board will enter into an agreement with Purchaser which will provide either that (i) the Board and Purchaser will jointly form a limited partnership to own and develop the Commercial Parcel or (ii) the Board will sell the east one-half of the Commercial Parcel to Purchaser for the price of \$703,500.00, and the Board will retain the west one-half of the Commercial Parcel; and

WHEREAS, An escrow will be established with Chicago Title Insurance Company in order to facilitate the transfer of the Commercial Parcel into which the following will be deposited: (i) a deed running from the City of Chicago, in trust for the use of schools, to the partnership-to-be-formed, conveying the entire Commercial Parcel, (ii) a deed running from the City of Chicago, in trust for the use of schools, to Purchaser conveying only the east one-half of the Commercial Parcel; and

WHEREAS, The escrow instructions relating to the Commercial Parcel shall provide that within four (4) years of the closing of the Single Family Parcel the Board will notify the escrowee which deed is to be delivered; and

WHEREAS, The Board and Purchaser will establish a program whereby 8 to 10 Chicago Public School Seniors recommended by the Board will be retained as carpenter apprentices for a period of twelve (12) weeks during summer vacation at a minimum rate of pay of \$7.00 per hour. Said programs shall continue for at least a five (5) year period; and

WHEREAS, The parties will establish an escrow with Chicago Title Insurance Company to facilitate the closing of the sale of the Multi-Family Parcel, and into which escrow the Board will deposit four undated deeds with instructions that the Escrowee attach the legal descriptions of the Multi-Family Parcel or portions thereof (in the case of conveyance of one or more five acre portions) upon the joint written consent of the parties; and

WHEREAS, The Board of Education of the City of Chicago has heretofore, by a vote of not less than three-fourths (3/4) of its full membership, recommended to the City Council that the proposal contracts and agreements described herein be entered into with Purchaser for the sale and development of the Real Estate; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the proposal of Orland Golf View to purchase the Real Estate described as follows, to wit:

The West 1/2 of the South West 1/4 of Section 1.3, Township 36 North, Range 12, East of the Third Principal Meridian (except streets), in Cook County, Illinois,

which land consists of approximately 80 acres of unimproved land.

SECTION 2. That the Mayor and the City Clerk are authorized to sign and attest the following:

A. A deed conveying all rights of the City of Chicago, in trust for the use of schools, in and to the Single Family Parcel and to deliver said deed to the Chief Financial Officer of the Board of Education of the City of Chicago (the "C.F.O.").

B. Five deeds, one conveying the entire Multi-Family Parcel and four without legal descriptions, which descriptions shall be attached pursuant to the escrow in the event that the Multi-Family Parcel shall be purchased in five acre portions, each deed conveying all rights of the City of Chicago, in trust for the use of schools, and deliver said deed to the C.F.O.

C. A deed conveying all rights of the City of Chicago, in trust for the use of schools, in and to the east half of the Commercial Parcel and deliver said deed to the C.F.O.

D. A deed conveying all of the rights of the City of Chicago, in trust for the use of schools, in and to the Commercial Parcel to a partnership to be formed between the Board and Purchaser and deliver said deed to the C.F.O.

E. Annexation Agreement with the Village of Orland Park annexing the Real Estate to the Village of Orland Park and providing for amendment of the zoning ordinance of the Village of Orland Park.

SECTION 3. The C.F.O. is authorized to deliver said documents to the Escrowee with instructions to deliver them to the Purchaser pursuant to the escrow.

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

*Bryant School Property.
(1355 South Kedvale Avenue).*

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on 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), the sale of 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 real estate hereinafter described was used for school purposes; and

WHEREAS, The real estate hereinafter described has a fair market value of less than \$25,000 as evidenced by the following two appraisals:

Appraisal Associates	
June 26, 1986	\$14,500
Real Property Appraisals	
May 1, 1988	\$ 0

WHEREAS, The Board of Education of the City of Chicago, by a vote of not less than three-fourths of its full membership, has recommended to the City Council that the following offer from St. James Church of God in Christ, 4147 West Roosevelt Road, Chicago, Illinois 60624, in the amount of \$5,000 be accepted; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the offer of St. James Church of God in Christ to purchase the Bryant School and Site legally described as follows, to wit:

Lots 25 to 48, both inclusive in Block 6 in William A. Merigold's Resubdivision of the North 50 Acres of the East half 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.

Also

Lots 21 and 22, in Block 11 in William 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, which property has a frontage of 599.5 feet on South Kedvale Avenue and a depth of 125.70 feet. There is also 49.75 feet of frontage on the southwest corner of 14th Street and South Kedvale Avenue and a depth of 125.65 feet. The total site consists of approximately 81,608 square feet, improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago, in trust for the use of schools, in and to said school property and to deliver said deed to the Chief Financial Officer of the Board of Education of the City of Chicago.

SECTION 3. The Chief Financial Officer 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. This ordinance shall be in effect from and after its passage.

AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, authorizing the Department of General Services, Real Estate Section, to advertise for sale city-owned vacant property at sundry locations.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman-- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

4619--4633 West Madison Street.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 7 to 14 in E. A. Cumming's Subdivision of the East half of the Northwest quarter of the Northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4619--4633 West Madison Street, Permanent Tax Nos. 16-15-010-006, 007 and 008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

2329--2331 West Moffat Street.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 5 and 6 in Block 14 in Pierce's Addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2329--2331 West Moffat Street, Permanent Tax Nos. 14-31-310-013 and 014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY
REJECTED AND AUTHORITY GRANTED TO
RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, rejecting bids for purchase of specified city-owned vacant property and authorizing the Department of General Services to re-advertise the same for sale.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

1505 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of Van Allen Robinson, 1515 West Roosevelt Road, Chicago, Illinois 60608 to purchase for the sum of \$500.00, the city-owned vacant property, previously advertised pursuant to Council authority passed July 15, 1987, pages 2291 and 2292.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 (except the North 42 feet thereof) in Block 4 in Sampson and Greene's Subdivision of Blocks 2, 3, 4, 5, 6, 11, 12, 13 and 14 in Sampson and Greene's Addition, being the Northwest 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1505 West Roosevelt Road, Permanent Tax No. 17-20-100-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

6359 South Ellis Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Constance M. and Ruby L. West, 6355 South Ellis Avenue, Chicago, Illinois 60637 to purchase for the sum of \$800.00, the city-owned vacant property, previously advertised pursuant to Council authority passed April 1, 1987, pages 40904--40905.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 1/2 of Lot 'D' in King & Rumsey's Addition to Woodlawn Ridge in the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6359 South Ellis Avenue, Permanent Tax No. 20-23-106-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass ten proposed ordinances transmitted therewith, authorizing the acceptance of bids for purchase of city-owned vacant parcels of land.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

3929 South Ellis Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Yvonne Collins, 5300 South Shore Drive, No. 91, Chicago, Illinois 60615 to purchase for the sum of \$4,400.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 30, 1986, page 35386, described as follows:

Lot 5 in Bensley's Subdivision of Lots 15 and 16 in Assessor's Division of Block 7 in Cleaverville a Subdivision in the Northwest quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3929 South Ellis Avenue, Permanent Tax No. 20-02-103-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$440.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1969 West Evergreen Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of \$25,200.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 10, 1986, page 37942, described as follows:

Lot 35 in Block 13 in D. S. Lee's Addition to Chicago of the East 1/2 of the Northwest 1/4 & the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1969 West Evergreen Street, Permanent Tax No. 17-06-216-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$_____ submitted by said bidder to the Department of Housing, City 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.

1949 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John Podmajersky III, 1831 South Halsted Street, Chicago, Illinois 60608 to purchase for the sum of \$6,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2285, described as follows:

Lot 27 in Webster's Subdivision of Out Lot 2 in Block 40 in Canal Trustee's Subdivision of West 1/2 of the South West 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1949 South Halsted Street, Permanent Tax No. 17-21-314-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$600.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2455--2457 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert Schuman, 7851 North Karlov Avenue and Ronald Bain, 3715 West Greenleaf Avenue, Skokie, Illinois, as joint tenants not as tenants in common, to purchase for the sum of \$8,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3397, described as follows:

Sublot 8 and the West 11 Ft. of Sublot 7 of Lot 4 in Block 8 in Rockwell's Add'n. to Chicago in the Northeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2455--2457 West Madison Street, Permanent Tax No. 16-13-203-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$800.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

*609--627 South Sacramento Boulevard/2946--2958 West
Flournoy Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Cajack, Incorporated, doing business as Mar-Sal Cut-rate Liquor, 601 South Sacramento Boulevard, Chicago, Illinois 60612 to purchase for the sum of \$45,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, pages 1101--1102, described as follows:

Lot 2 & the West 50.75 Ft. of Lot 3 (except the South 33 Ft. of all said premises) in Block 4 in Clarke's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 609--627 South Sacramento Boulevard/2946--2958 West Flournoy Street, Permanent Tax No. 16-13-302-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$4,500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2928 West Taylor Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Axelrod Construction Company, 919 South Sacramento Boulevard, Chicago, Illinois 60612 to purchase for the sum of \$3,600.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2288--2289, described as follows:

Lot 13 in Block 19 in George W. Clark's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2928 West Taylor Street, Permanent Tax No. 16-13-318-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$360.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2930--2932 West Taylor Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Axelrod Construction Company, 919 South Sacramento Boulevard, Chicago, Illinois 60612 to purchase for the sum of \$5,600.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2288, described as follows:

Lots 1 and 2 in Level and Hunter's Subdivision of Lots 21 to 24 inclusive in Block 20 of G. W. Clarke'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 (commonly known as 2930--2932 West Taylor Street, Permanent Tax No. 16-13-318-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$560.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1643 North Winchester Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of The Cosmopolitan National Bank of Chicago, U/T/A 28-491, c/o Mitchell Edelson, 32 West Washington Street, Chicago, Illinois 60602 to purchase for the sum of \$35,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2304, described as follows:

Lot 68 in East Randolph Smith's Subdivision of Block 36 in Sheffield's Add'n. to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1643 North Winchester Street, Permanent Tax No. 14-31-425-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

832 West 36th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James A. McNamara and Helen D. McNamara, his wife, as joint tenants not as tenants in common, 830 West 36th Street to purchase for the sum of \$6,000.00, the city- owned vacant property, previously advertised, pursuant to Council ordinance passed December 20, 1979, page 2055, described as follows:

Lot 19 in Block 6 in Gage and Others Subdivision of the East half of the Southeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 832 West 36th Street, Permanent Tax No. 17-32-407-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$600.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

452 West 37th Place.

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

SECTION 1. The City of Chicago hereby accepts the bid of Joseph A. Pacella, 3728 South Normal Avenue, Chicago, Illinois 60609 to purchase for the sum of \$4,200.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3383, described as follows:

Lot 27 in Block 1 in Sutton's Subdivision of Block 28 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 452 West 37th Place, Permanent Tax No. 17-33-319-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$420.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

RENEWAL OF LEASE AGREEMENT AT 5438 NORTH CLARK
STREET FOR DEPARTMENT OF POLICE/BEAT
REPRESENTATIVE PROGRAM.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the renewal of a lease agreement for office space at 5438 North Clark Street for use by Department of Police/Beat Representative Program.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute, on behalf of the City of Chicago, a renewal of lease from Lilly Subunnanone (sole owner), as Lessor, for approximately 1,050 square feet of office space on the first (1st) floor located at 5438 North Clark Street, for use by the Beat Representative Program of the Department of Police, as Lessee, such lease to be approved by the Superintendent of the Department 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 15199 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance read as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate Office, 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.

(Continued on page 15200)

7/13/88

REPORTS OF COMMITTEES

15199

LEASE-Short Form Lease No. 12016

Form C. O. No. 1B

City of Chicago

This Agreement, Made this..... day of.....A. D. 19....., between Lilly Subunnanone (Sole Owner).........., as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,050 square feet of office space on the first (1st) floor at 5438 North Clark Street, for the Beat Representative Program of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 19 87, and ending on the 31st day of July A. D. 1990. 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 Lilly Subunnanone, 5438 N. Clark St., Chicago, IL 60640 at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made A Part Hereof.

~~Provisions See Rider Attached Hereto And Made A Part Hereof.~~ For Rental Payment

~~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 shall comply with all provisions of the City of Chicago 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 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 in 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

Supervisor of Leasing, _____ Real Estate Agent

By: _____
Lilly Subunnanone, Sole Owner

By: _____
Commissioner of General Services

Approved: _____
Superintendent, Department of Police

(Continued from page 15198)

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Five Hundred and no/100 Dollars (\$500.00) per month for the period beginning on the 1st day of August, 1987, and ending on the 31st day of July, 1988;

Five Hundred Ten and no/100 Dollars (\$510.00) per month for the period beginning on the 1st day of August, 1988, and ending on the 31st day of July, 1989;

Five Hundred Thirty-seven and no/100 Dollars (\$537.00) per month for the period beginning on the 1st day of August, 1989, and ending on the 31st day of July, 1990;

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Lilly Subunnanone, 5438 North Clark Street, Chicago, Illinois, 60640.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide hot and domestic water and maintain plumbing in good operable condition.

Provide one sleeve air-conditioning unit and maintain same.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

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, 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 all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City of Chicago named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on the first floor of said premises during term of lease not caused by negligence of Lessor.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts 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.

In the event of substantial breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

APPROVAL OF LEASE AGREEMENTS WITH VARIOUS
PROMOTERS/PRESENTERS FOR ETHNIC
FESTIVALS TO BE HELD AT
NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving six leases for ethnic festivals to be held at Navy Pier.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, Ethnic festivals including Viva Mexico, Festival Polonaise, Irish Fest Chicago, Pan-American Festival, Festa Italiana and Rhythm & Blues Festival, reflecting the rich cultural heritage and diversity of Chicago's population, have traditionally been presented on City property with the approval of the City Council; and

WHEREAS, Said ethnic festivals are scheduled to begin on the weekend of July 22, 1988, and to continue for five consecutive weekends thereafter; now, therefore,

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

SECTION 1. The Commissioner of the Department of General Services is hereby authorized to execute, on behalf of the City of Chicago, leases in substantially the form attached hereto as Exhibit "A", and subject to the limitation in Section 2 hereof, for the use of Navy Pier for the presentation of the ethnic festivals described in the preamble hereto, during 1988.

SECTION 2. The rental to be paid to the City for the use of Navy Pier for an ethnic festival in 1988 shall be \$3,000 if the promoter/presenter of the festival is a not-for-profit corporation or association, and \$10,000 if the promoter/presenter is organized for profit.

SECTION 3. This ordinance shall take effect upon its passage and approval.

Exhibit "A" (consisting of six lease agreements) attached to this ordinance reads as follows:

Exhibit "A"
(1 of 6)

Alamo, Incorporated
(Viva Mexico)

Lease Agreement For Navy Pier

This Lease Agreement is made as of _____, 1988, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and Alamo, Incorporated, 3946 West North Avenue, Chicago, Illinois 60647 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Pier"), for the purpose of conducting a festival to be known as Viva Mexico (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Pier, as more fully described on Exhibit "A" attached hereto, for the period beginning 12:00 P.M., Friday, and ending at 11:59 P.M. on Sunday, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the preproduction, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a fee of \$10,000.00 for use of Navy Pier under the terms of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and executive orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 who may perform any such labor or services in connection with this lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17--24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851--866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to 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 to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of financial statements relating to the Festival.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also

require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Pier and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on the Pier and that the Pier's general condition may be affected by any festivals preceding its Festival. In the event that the Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Pier without the express written consent of the City of Chicago, Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10 The Promoter agrees to keep the Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12. The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Pier grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Pier grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.14 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Pier or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.16 This lease 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 the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City of Chicago.
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately re-enter the Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time Is Of The Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1988 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits "A" through "F" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives,

successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special
Events
City Hall Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of General Services
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Alamo, Incorporated
3946 West North Avenue
Chicago, Illinois 60647

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on July ____, 1988 (C.J.P. p. ____).

8.03 The City of Chicago Fund chargeable is 355 and this lease agreement is subject to the availability of any funds contained therein.

Section 9. Fence.

9.01 Promoter acknowledges that it is jointly and severally responsible along with the other Festival Promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be approved by the Commissioner of General Services prior to July 22, 1988.

9.02 Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to July 22, 1988, the Commissioner of General Services is hereby authorized to cancel all festival activity at the Pier until the fence is installed.

9.03 Promoter acknowledges that upon closing of the last festival the removal of the fence shall be within the sole discretion of the Commissioner of General Services. If the Commissioner requires the fence to be removed, it shall be removed at the sole cost of all promoters. Otherwise, the fence shall become the property of the City of Chicago.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "F" attached to this lease agreement read as follows:

Exhibit "A"

"Site Map"

Exhibit "B"

"Proposal"

*Exhibit "C"**"Production Plan"*

*Exhibit "D"**Mayor's Office Of Special Events**Rules And Regulations*

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1988 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M., 48 hours prior to the opening of the Festival.

The Pier shall be opened to the Festival patrons for 12 hours on the 22nd, 23rd and 24th day of July, 1988, from Noon through 11:59 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 25th day of July, 1988, until 11:59 P.M. on the 25th day of July, 1988.

The Promoter shall inform the City of its work schedule, including limitation production set-up and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule set-up, break down and Festival entertainment such that it shall run not later than _____. Accommodations shall be made for those members of the public who normally frequent the Pier.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on the Pier after a Festival and not needed or wanted by the immediately following festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance And Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour the Pier grounds in order to determine the condition of the Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of the Pier during the term of its lease.

5. Food And Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Pier for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing \$1 million general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance coverage, including without limitation, property insurance, dram shop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving on the Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department, the Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Pier shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than \$1 million dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on the Pier or any adjacent areas immediately thereto in connection with any Festival unless approved by the Commissioner of General Services. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide preproductions, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Pier for the 1988 season only.

18. Medical. The Promoter shall have onsite a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on the Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E"

Guidelines For Navy Pier

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, employees, patrons, guest or any person admitted to said premises, Promoter shall restore said premises to their present condition at its sole expense, or Promoter upon demand, will pay a sum to the City of Chicago necessary to complete restoration.

Promoter agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Promoter or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless approved by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish rags, papers or other substances shall be thrown therein. Promoter will permit no chairs or movable sets to be or remain in the passageways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. City shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles.
- F. City reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner of General Services his representatives, agents or policemen. The Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

- G. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by City.
- J. Promoter shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of General Services and Mayor's Office of Special Events for the entire set-up and break down period.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- L. Promoter has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Promoter acknowledges that not more than 4,000 persons will be allowed in Auditorium/Recreation/and Shelter Buildings at any one time during term of lease.
- O. Promoter will comply with all City sales tax and City amusement tax requirements.
- P. Promoter must take East End and other areas of Navy Pier in existing condition. A walk through with City staff must occur before Promoter assumes occupancy and immediately following breakdown.
- Q. Promoter must comply with City of Chicago's Rules and Regulations of Navy Pier.
- R. Axle load limitations be imposed that now exist for the entry ramps (7,000 lbs./axle).

Exhibit "F"

*Metropolitan Sanitary District Of Greater Chicago**Pollution Prevention Measures*

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located at key locations along the length of the Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.
6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Pier.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

*Exhibit "A"**(2 of 6)**Polish American Foundation**(Festival Polonaise)**Lease Agreement For Navy Pier*

This Lease Agreement is made as of _____, 1988, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and Polish American Foundation, 5844 North Milwaukee Avenue, Chicago, Illinois 60646 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Pier"), for the purpose of conducting a festival to be known as Festival Polonaise (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Pier, as more fully described on Exhibit "A" attached hereto, for the period beginning 12:00 P.M., Friday, and ending at 11:59 P.M. on Sunday, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the preproduction, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a fee of \$3,000.00 for use of Navy Pier under the terms of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and executive orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise

commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 who may perform any such labor or services in connection with this lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17--24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851--866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to 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 to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of financial statements relating to the Festival.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Pier and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on the Pier and that the Pier's general condition may be affected by any festivals preceding its Festival. In the event that the Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Pier without the express written consent of the City of Chicago, Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10 The Promoter agrees to keep the Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12. The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Pier grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Pier grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.14 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Pier or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.16 This lease 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 the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City of Chicago.
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and,

thereupon, the City, its agents and/or attorneys, shall have the right to enter the Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately re-enter the Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time Is Of The Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1988 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits "A" through "F" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special
Events
City Hall Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of General Services
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Polish American Foundation
5844 North Milwaukee Avenue
Chicago, Illinois 60646

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on July ____, 1988 (C.J.P. p. ____).

8.03 The City of Chicago Fund chargeable is 355 and this lease agreement is subject to the availability of any funds contained therein.

Section 9. Fence.

9.01 Promoter acknowledges that it is jointly and severally responsible along with the other Festival Promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be approved by the Commissioner of General Services prior to July 22, 1988.

9.02 Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to July 22, 1988, the Commissioner of General Services is hereby authorized to cancel all festival activity at the Pier until the fence is installed.

9.03 Promoter acknowledges that upon closing of the last festival, the removal of the fence shall be within the sole discretion of the Commissioner of General Services. If the Commissioner requires the fence to be removed, it shall be removed at the sole cost of all promoters. Otherwise, the fence shall become the property of the City of Chicago.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "F" attached to this lease agreement read as follows:

Exhibit "A"

"Site Map"

*Exhibit "B"**"Proposal"*

*Exhibit "C"**"Production Plan"*

*Exhibit "D"**Mayor's Office Of Special Events**Rules And Regulations*

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1988 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M., 48 hours prior to the opening of the Festival.

The Pier shall be opened to the Festival patrons for 12 hours on the 29th, 30th and 31st day of July, 1988, from Noon through 11:59 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 1st day of August, 1988, until 11:59 P.M. on the 1st day of August, 1988.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule set up, break down and Festival entertainment such that it shall run not later than _____. Accommodations shall be made for those members of the public who normally frequent the Pier.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on the Pier after a Festival and not needed or wanted by the immediately following festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance And Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour the Pier grounds in order to determine the condition of the Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of the Pier during the term of its lease.

5. Food And Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol

sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Pier for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing \$1 million general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance coverage, including without limitation, property insurance, dram shop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving on the Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department, the Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and

disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Pier shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than \$1 million dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on the Pier or any adjacent areas immediately thereto in connection with any Festival unless approved by the Commissioner of General Services. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide preproductions, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Pier for the 1988 season only.

18. Medical. The Promoter shall have onsite a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on the Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E"

Guidelines For Navy Pier

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, employees, patrons, guest or any person admitted to said premises, promoter shall restore said premises to their present condition at its sole expense, or Promoter upon demand, will pay a sum to the City of Chicago necessary to complete restoration.

Promoter agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Promoter or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless approved by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which

they are constructed, and no sweeping, rubbish rags, papers or other substances shall be thrown therein. Promoter will permit no chairs or movable sets to be or remain in the passageways at any time.

- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. City shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles.
- F. City reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner of General Services his representatives, agents or policemen. The Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by City.
- J. Promoter shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of General Services and Mayor's Office of Special Events for the entire set-up and break down period.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- L. Promoter has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Promoter acknowledges that not more than 4,000 persons will be allowed in Auditorium/Recreation/and Shelter Buildings at any one time during term of lease.

- O. Promoter will comply with all City sales tax and City amusement tax requirements.
- P. Promoter must take East End and other areas of Navy Pier in existing condition. A walk through with City staff must occur before Promoter assumes occupancy and immediately following breakdown.
- Q. Promoter must comply with City of Chicago's Rules and Regulations of Navy Pier.
- R. Axle load limitations be imposed that now exist for the entry ramps (7,000 lbs./axle).

Exhibit "F"

Metropolitan Sanitary District Of Greater Chicago

Pollution Prevention Measures

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall

be located at key locations along the length of the Pier. Proper facilities shall also be available for handicapped patrons.

5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.
6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Pier.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit "A"
(3 of 6)

Irish Fest Chicago
(Irish Festival)

Lease Agreement For Navy Pier

This Lease Agreement is made as of _____, 1988, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and Irish Fest Chicago, P.O. Box 4106, Merchandise Mart, Chicago, Illinois 60654 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Pier"), for the purpose of conducting a festival to be known as Irish Festival (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Pier, as more fully described on Exhibit "A" attached hereto, for the period beginning 12:00 P.M., Friday, and ending at 11:59 P.M. on Sunday, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the preproduction, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a fee of \$3,000.00 for use of Navy Pier under the terms of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and executive orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 who may perform any such labor or services in connection with this lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17--24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851--866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to 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 to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide

the City of Chicago with a disclosure of ownership interests certification and a copy of financial statements relating to the Festival.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Pier and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on the Pier and that the Pier's general condition may be affected by any festivals preceding its Festival. In the event that the Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Pier without the express written consent of the City of Chicago, Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10 The Promoter agrees to keep the Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12. The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Pier grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Pier grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.14 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Pier or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.16 This lease 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 the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City of Chicago.
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately re-enter the Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time Is Of The Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1988 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits "A" through "F" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and

construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special
Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of General Services
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Irish Fest Chicago
P.O. Box 4106
Merchandise Mart
Chicago, Illinois 60654

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on July ____, 1988 (C.J.P. p. ____).

8.03 The City of Chicago Fund chargeable is 355 and this lease agreement is subject to the availability of any funds contained therein.

Section 9. Fence.

9.01 Promoter acknowledge that it is jointly and severally responsible along with the other Festival Promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be approved by the Commissioner of General Services prior to July 22, 1988.

9.02 Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to July 22, 1988, the Commissioner of General Services is hereby authorized to cancel all festival activity at the Pier until the fence is installed.

9.03 Promoter acknowledges that upon closing of the last festival, the removal of the fence shall be within the sole discretion of the Commissioner of General Services. If the Commissioner requires the fence to be removed, it shall be removed at the sole cost of all promoters. Otherwise, the fence shall become the property of the City of Chicago.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "F" attached to this lease agreement read as follows:

Exhibit "A"

"Site Map"

Exhibit "B"

"Proposal"

Exhibit "C"

"Production Plan"

*Exhibit "D"**Mayor's Office Of Special Events**Rules And Regulations*

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1988 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M., 48 hours prior to the opening of the Festival.

The Pier shall be opened to the Festival patrons for 12 hours on the 5th, 6th and 7th day of August, 1988, from Noon through 11:59 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 8th day of August, 1988, until 11:59 P.M. on the 8th day of August, 1988.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break down times, in order to coordinate supervision and security. The Promoter shall schedule set up, break down and Festival entertainment such that it shall run not later than _____. Accommodations shall be made for those members of the public who normally frequent the Pier.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on the Pier after a Festival and not needed or wanted by the immediately following festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance And Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour the Pier grounds in order to determine the condition of the Pier at the time that the festival arrives on the site. After the Festival, representatives shall again tour the Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of the Pier during the term of its lease.

5. Food And Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Pier for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing \$1 million general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance coverage, including without limitation, property insurance, dram shop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving on the Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the

recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department, Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Pier shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than \$1 million dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on the Pier or any adjacent areas immediately thereto in connection with any Festival unless approved by the Commissioner of General Services. The Promoter shall contact and co-operate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-productions, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Pier for the 1988 season only.

18. Medical. The Promoter shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on the Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E"

Guidelines For Navy Pier

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, employees, patrons, guest or any person admitted to said premises, Promoter shall restore said premises to their present condition at its sole expense, or Promoter upon demand, will pay a sum to the City of Chicago necessary to complete restoration.

Promoter agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.

- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Promoter or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless approved by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish rags, papers or other substances shall be thrown therein. Promoter will permit no chairs or movable sets to be or remain in the passageways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. City shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles.
- F. City reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner of General Services his representatives, agents or policemen. The Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by City.
- J. Promoter shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of General Services and Mayor's Office of Special Events for the entire set-up and break down period.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- L. Promoter has the right to employ a caterer of its choice to provide food and beverage service for said event.

- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Promoter acknowledges that not more than 4,000 persons will be allowed in Auditorium/Recreation/and Shelter Buildings at any one time during term of lease.
- O. Promoter will comply with all City sales tax and City amusement tax requirements.
- P. Promoter must take East End and other areas of Navy Pier in existing condition. A walk through with City staff must occur before Promoter assumes occupancy and immediately following breakdown.
- Q. Promoter must comply with City of Chicago's Rules and Regulations of Navy Pier.
- R. Axle load limitations be imposed that now exist for the entry ramps (7,000 lbs./axle).

Exhibit "F"

Metropolitan Sanitary District Of Greater Chicago

Pollution Prevention Measures

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.

3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located at key locations along the length of the Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.
6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Pier.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit "A"
(4 of 6)

Henry Cardenas & Associates

(Pan-American Festival)

Lease Agreement For Navy Pier

This Lease Agreement is made as of _____, 1988, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and Henry Cardenas & Associates, Incorporated, 3946 West North Avenue, Chicago, Illinois 60647 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Pier"), for the purpose of conducting a festival to be known as Pan-American Festival (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Pier, as more fully described on Exhibit "A" attached hereto, for the period beginning 12:00 P.M., Friday, and ending at 11:59 P.M. on Sunday, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the preproduction, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a fee of \$10,000.00 for use of Navy Pier under the terms of this lease. The total fee shall be paid no later than seven business days

prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and executive orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 who may perform any such labor or services in connection with this lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17--24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851--866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to 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 to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of financial statements relating to the Festival.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Pier and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on the Pier and that the Pier's general condition may be affected by any festivals preceding its Festival. In the event that the Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Pier without the express written consent of the City of Chicago, Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10 The Promoter agrees to keep the Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12. The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Pier grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Pier grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.14 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Pier or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint

venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.16 This lease 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 the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City of Chicago.
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately re-enter the Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default

under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time Is Of The Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1988 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits "A" through "F" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special
Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of General Services
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Henry Cardenas & Associates,
Incorporated
3946 West North Avenue
Chicago, Illinois 60647

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on July ____, 1988 (C.J.P. p. ____).

8.03 The City of Chicago Fund chargeable is 355 and this lease agreement is subject to the availability of any funds contained therein.

Section 9. Fence.

9.01 Promoter acknowledges that it is jointly and severally responsible along with the other Festival Promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be approved by the Commissioner of General Services prior to July 22, 1988.

9.02 Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to July 22, 1988, the Commissioner of General Services is hereby authorized to cancel all festival activity at the Pier until the fence is installed.

9.03 Promoter acknowledges that upon closing of the last festival, the removal of the fence shall be within the sole discretion of the Commissioner of General Services. If the Commissioner requires the fence to be removed, it shall be removed at the sole cost of all promoters. Otherwise, the fence shall become the property of the City of Chicago.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "F" attached to this lease agreement read as follows:

Exhibit "A"

"Site Map"

Exhibit "B"

"Proposal"

*Exhibit "C"**"Production Plan"*

*Exhibit "D"**Mayor's Office Of Special Events**Rules And Regulations*

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1988 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M., 48 hours prior to the opening of the Festival.

The Pier shall be opened to the Festival patrons for 12 hours on the 12th, 13th and 14th day of August, 1988, from Noon through 11:59 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 15th day of August, 1988, until 11:59 P.M. on the 15th day of August, 1988.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break down times, in order to coordinate supervision and security. The Promoter shall schedule set up, break down and Festival entertainment such that it shall run not later than _____. Accommodations shall be made for those members of the public who normally frequent the Pier.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on the Pier after a Festival and not needed or wanted by the immediately following festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance And Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour the Pier grounds in order to determine the condition of the Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of the Pier during the term of its lease.

5. Food And Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Pier for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing \$1 million general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also

hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance coverage, including without limitation, property insurance, dram shop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving on the Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department, the Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Pier shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than \$1 million dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides.

Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on the Pier or any adjacent areas immediately thereto in connection with any Festival unless approved by the Commissioner of General Services. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide preproductions, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Pier for the 1988 season only.

18. Medical. The Promoter shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on the Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E"

Guidelines For Navy Pier

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, employees, patrons, guest or any person admitted to said

premises, Promoter shall restore said premises to their present condition at its sole expense, or Promoter upon demand, will pay a sum to the City of Chicago necessary to complete restoration.

Promoter agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Promoter or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless approved by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish rags, papers or other substances shall be thrown therein. Promoter will permit no chairs or movable sets to be or remain in the passageways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. City shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles.
- F. City reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner of General Services his representatives, agents or policemen. The Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by City.
- J. Promoter shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of General Services and Mayor's Office of Special Events for the entire set-up and break down period.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- L. Promoter has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Promoter acknowledges that not more than 4,000 persons will be allowed in Auditorium/Recreation/and Shelter Buildings at any one time during term of lease.
- O. Promoter will comply with all City Sales Tax and City Amusement Tax requirements.
- P. Promoter must take East End and other areas of Navy Pier in existing condition. A walk through with City staff must occur before Promoter assumes occupancy and immediately following breakdown.
- Q. Promoter must comply with City of Chicago's Rules and Regulations of Navy Pier.
- R. Axle load limitations be imposed that now exist for the entry ramps (7,000 lbs./axle).

Exhibit "F"

Metropolitan Sanitary District Of Greater Chicago

Pollution Prevention Measures

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located at key locations along the length of the Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.
6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Pier.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit "A"
(5 of 6)

*Chicago Amerital Unico**(Festival Italiana)**Lease Agreement For Navy Pier*

This Lease Agreement is made as of _____, 1988, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and Chicago Amerital Unico, 127 North Dearborn Street, Suite 1540, Chicago, Illinois 60602 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Pier"), for the purpose of conducting a festival to be known as Festival Italiana (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Pier, as more fully described on Exhibit "A" attached hereto, for the period beginning 12:00 P.M., Friday, and ending at 11:59 P.M. on Sunday, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a fee of \$3,000.00 for use of Navy Pier under the terms of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and executive orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 who may perform any such labor or services in connection with this lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17--24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851--866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to 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 to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of financial statements relating to the Festival.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Pier and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held

on the Pier and that the Pier's general condition may be affected by any festivals preceding its Festival. In the event that the Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Pier without the express written consent of the City of Chicago, Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10 The Promoter agrees to keep the Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12 The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Pier grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Pier grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.14 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Pier or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.16 This lease 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 the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City of Chicago.
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms

of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately re-enter the Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time Is Of The Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1988 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits "A" through "F" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease

agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special
Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of General Services
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Chicago Amerital Unico
127 North Dearborn Street
Suite 1540
Chicago, Illinois 60602

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on July ____, 1988 (C.J.P. p. ____).

8.03 The City of Chicago Fund chargeable is 355 and this lease agreement is subject to the availability of any funds contained therein.

Section 9. Fence.

9.01 Promoter acknowledges that it is jointly and severally responsible along with the other Festival Promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be approved by the Commissioner of General Services prior to July 22, 1988.

9.02 Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to July 22, 1988, the Commissioner of General Services is hereby authorized to cancel all festival activity at the Pier until the fence is installed.

9.03 Promoter acknowledges that upon closing of the last festival, the removal of the fence shall be within the sole discretion of the Commissioner of General Services. If the Commissioner requires the fence to be removed, it shall be removed at the sole cost of all promoters. Otherwise, the fence shall become the property of the City of Chicago.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "F" attached to this lease agreement read as follows:

Exhibit "A"

"Site Map"

Exhibit "B"

"Proposal"

*Exhibit "C"**"Production Plan"*

*Exhibit "D"**Mayor's Office Of Special Events**Rules And Regulations*

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1988 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M., 48 hours prior to the opening of the Festival.

The Pier shall be opened to the Festival patrons for 12 hours on the 19th, 20th and 21st day of August, 1988, from Noon through 11:59 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 22nd day of August, 1988, until 11:59 P.M. on the 22nd day of August, 1988.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break down times, in order to coordinate supervision and security. The Promoter shall schedule set up, break down and Festival entertainment such that it shall run not later than _____. Accommodations shall be made for those members of the public who normally frequent the Pier.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on the Pier after a Festival and not needed or wanted by the immediately following festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance And Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour the Pier grounds in order to determine the condition of the Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of the Pier during the term of its lease.

5. Food And Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Pier for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing \$1 million general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance coverage, including without limitation, property insurance, dram shop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving on the Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department, the Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Pier shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than \$1 million dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on the Pier or any adjacent areas immediately thereto in connection with any Festival unless approved by the Commissioner of General Services. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide preproductions, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Pier for the 1988 season only.

18. Medical. The Promoter shall have onsite a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on the Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E"

Guidelines For Navy Pier

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, employees, patrons, guest or any person admitted to said premises, Promoter shall restore said premises to their present condition at its sole expense, or Promoter upon demand, will pay a sum to the City of Chicago necessary to complete restoration.

Promoter agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Promoter or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless approved by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish rags, papers or other substances shall be thrown therein. Promoter will permit no chairs or movable sets to be or remain in the passageways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. City shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles.
- F. City reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner of General Services his representatives, agents or policemen. The Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.

- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by City.
- J. Promoter shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of General Services and Mayor's Office of Special Events for the entire set-up and break down period.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- L. Promoter has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Promoter acknowledges that not more than 4,000 persons will be allowed in Auditorium/Recreation/and Shelter Buildings at any one time during term of lease.
- O. Promoter will comply with all City sales tax and City amusement tax requirements.
- P. Promoter must take East End and other areas of Navy Pier in existing condition. A walk through with City staff must occur before Promoter assumes occupancy and immediately following break down.
- Q. Promoter must comply with City of Chicago's Rules and Regulations of Navy Pier.
- R. Axle load limitations be imposed that now exist for the entry ramps (7,000 lbs./axle).

Exhibit "F"

Metropolitan Sanitary District Of Greater Chicago

Pollution Prevention Measures

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located at key locations along the length of the Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.
6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Pier.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

B. E. Promotion, Limited

(Rhythm And Blues Festival)

Lease Agreement For Navy Pier

This Lease Agreement is made as of _____, 1988, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and B. E. Promotions, Limited, 334 South Wabash Avenue, Suite 202, Chicago, Illinois 60604 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Pier"), for the purpose of conducting a festival to be known as Rhythm & Blues Festival (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Pier, as more fully described on Exhibit "A" attached hereto, for the period beginning 12:00 P.M., Friday, and ending at

11:59 P.M. on Sunday, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the preproduction, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a fee of \$10,000.00 for use of Navy Pier under the terms of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Pier grounds, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and executive orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such

action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 who may perform any such labor or services in connection with this lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17--24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851--866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to 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 to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of financial statements relating to the Festival.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Pier and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on the Pier and that the Pier's general condition may be affected by any festivals preceding its Festival. In the event that the Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Pier without the express written consent of the City of Chicago, Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Pier in a safe, sanitary and slightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10 The Promoter agrees to keep the Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12. The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Pier grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Pier grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.14 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Pier or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.16 This lease 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 the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City of Chicago.
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and,

thereupon, the City, its agents and/or attorneys, shall have the right to enter the Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately re-enter the Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time Is Of The Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1988 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits "A" through "F" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special
Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of General Services
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

B. E. Promotions, Limited
334 South Wabash Avenue, Suite 202
Chicago, Illinois 60604

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on July ____, 1988 (C.J.P. p. ____).

8.03 The City of Chicago Fund chargeable is 355 and this lease agreement is subject to the availability of any funds contained therein.

Section 9. Fence.

9.01 Promoter acknowledges that it is jointly and severally responsible along with the other Festival Promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be approved by the Commissioner of General Services prior to July 22, 1988.

9.02 Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to July 22, 1988, the Commissioner of General Services is hereby authorized to cancel all festival activity at the Pier until the fence is installed.

9.03 Promoter acknowledges that upon closing of the last festival the removal of the fence shall be within the sole discretion of the Commissioner of General Services. If the Commissioner requires the fence to be removed, it shall be removed at the sole cost of all promoters. Otherwise, the fence shall become the property of the City of Chicago.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "F" attached to this lease agreement read as follows:

Exhibit "A"

"Site Map"

Exhibit "B"

"Proposal"

Exhibit "C"

"Production Plan"

Exhibit "D"

Mayor's Office Of Special Events

Rules And Regulations

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1988 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M., 48 hours prior to the opening of the Festival.

The Pier shall be opened to the Festival patrons for 12 hours on the 26th, 27th, and 28th day of August, 1988, from Noon through 11:59 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 29th day of August, 1988, until 11:59 P.M. on the 29th day of August, 1988.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break down times, in order to coordinate supervision and security. The Promoter shall schedule set-up, break down and Festival entertainment such that it shall run not later than _____. Accommodations shall be made for those members of the public who normally frequent the Pier.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on the Pier after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance And Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour the Pier grounds in order to determine the condition of the Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of the Pier during the term of its lease.

5. Food And Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Pier for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing \$1 million general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance coverage, including without limitation, property insurance, dramshop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving on the Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department, the Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Pier shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than \$1 million dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on the Pier or any adjacent areas immediately thereto in connection with any Festival unless approved by the Commissioner of General Services. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide preproductions, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Pier for the 1988 season only.

18. Medical. The Promoter shall have onsite a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on the Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E"

Guidelines For Navy Pier

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, employees, patrons, guest or any person admitted to said premises, Promoter shall restore said premises to their present condition at its sole expense, or Promoter upon demand, will pay a sum to the City of Chicago necessary to complete restoration.

Promoter agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner of General Services to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of General Services is first received, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Promoter or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless approved by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish rags, papers or other substances shall be thrown therein. Promoter will permit no chairs or movable sets to be or remain in the passageways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.

- E. City shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles.
- F. City reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner of General Services his representatives, agents or policemen. The Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by City.
- J. Promoter shall provide at its own expense all ushers, crowd director, and any security service and trash pick-up service required by the Commissioner of General Services and Mayor's Office of Special Events for the entire set-up and break down period.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of General Services.
- L. Promoter has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Promoter acknowledges that not more than 4,000 persons will be allowed in Auditorium/Recreation/and Shelter Buildings at any one time during term of lease.
- O. Promoter will comply with all City sales tax and City amusement tax requirements.
- P. Promoter must take East End and other areas of Navy Pier in existing condition. A walk through with City staff must occur before Promoter assumes occupancy and immediately following breakdown.

- Q. Promoter must comply with City of Chicago's Rules and Regulations of Navy Pier.
- R. Axle load limitations be imposed that now exist for the entry ramps (7,000 lbs./axle).

Exhibit "F"

Metropolitan Sanitary District Of Greater Chicago

Pollution Prevention Measures

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located at key locations along the length of the Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.

6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Pier.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Re-Referred -- ACCEPTANCE OF BID FOR PROPERTY LOCATED
AT 3444 WEST NORTH AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Land Acquisition, Disposition and Leases a proposed ordinance regarding the acceptance of a bid for property located at 3444 West North Avenue.

On motion of Alderman Figueroa, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Land Acquisition, Disposition and Leases*.

Re-Referred -- SALE OF PARCEL R-12, WITH CERTAIN
EXCEPTIONS, IN CENTRAL WEST
REDEVELOPMENT AREA.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Housing a proposed ordinance concerning the sale of Parcel R-12, with certain exceptions, in the Central West Redevelopment Area.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Housing*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

Re-Referred -- SALE OF PARCEL LR-74 IN SOUTHEAST
ENGLEWOOD URBAN RENEWAL PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Housing a proposed ordinance concerning the sale of Parcel LR-74 in the Southeast Englewood Urban Renewal Project.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Housing*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

Re-Referred -- SALE OF PARCEL LR-44 IN SOUTHEAST
ENGLEWOOD URBAN RENEWAL PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Housing a proposed ordinance concerning the sale of Parcel LR-44 in the Southeast Englewood Urban Renewal Project.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Housing*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 39.

Nays -- None.

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

COMMITTEE ON LOCAL TRANSPORTATION.

REPEAL OF MUNICIPAL CODE CHAPTER 27, SECTION 27-275.1 REGARDING ISSUANCE OF PERMITS FOR USE OF CITY BOULEVARDS BY TOURIST BUSES.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred February 10, 1988) to repeal Chapter 27, Section 27-275.1 which permits the City of Chicago to issue permits for use of city boulevards by tourist buses, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman-- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, Ordinance Chapter 27, Section 2-275.1 permits the City of Chicago to issue permits for the use of city boulevards by tourist buses; and

WHEREAS, The Bureau of Traffic Engineering and Operations claim the income from permits does not offset cost and effort of issuing permits; and

WHEREAS, The Chicago Tourism Council declared the ordinance puts Chicago at a competitive disadvantage with other American cities and repeal of said ordinance would enhance tourism in Chicago; now, therefore,

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

SECTION 1. Chapter 27, Section 27-275.1 of the Municipal Code of Chicago is hereby repealed in its entirety.

SECTION 2. This ordinance shall take effect January, 1989.

AMENDMENT OF MUNICIPAL CODE CHAPTER 156 BY ADDING
NEW SECTION 156-21.1 REQUIRING PUBLIC PARKING
FACILITIES TO PROVIDE SAFE MEANS OF
RETURNING PATRON'S AUTOMOBILE
KEYS AFTER OPERATING
HOURS.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an ordinance (which was referred June 8, 1988) to amend Chapter 156 of the Municipal Code of the City of Chicago by adding Section 156-21.1 to read:

Each person operating a public parking facility shall remain open for a long enough period of time to return a patron's automobile keys, or make arrangements for the safe return of such keys,

begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 156 of the Municipal Code of the City of Chicago is hereby amended by adding, in its proper numerical sequence, a new section 156-21.1, to read as follows:

156-21.1 Each person operating a public parking facility shall remain open for a long enough period of time to return a patron's automobile keys, or make arrangements for the safe return of such keys.

Any person found in violation of the provisions of this section shall be subject to a fine of not less than \$50.00 nor more than \$500.00, revocation of license, or to both such fine and revocation.

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

CHICAGO TRANSIT AUTHORITY URGED TO TAKE EMERGENCY
ACTION IN PROVIDING PROPER AIR CONDITIONING
ON TRANSIT FACILITIES.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a resolution (which was referred June 8, 1988) to

memorialize Chicago Transit Authority to take emergency action in providing the proper air conditioning on C.T.A. facilities to which the public is entitled and which would be of immense benefit to our senior citizens as well,

begs leave to recommend that Your Honorable Body *Adopt* the said resolution, which was transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said resolution as adopted:

WHEREAS, The Chicago Transit Authority is operating an enormous percentage of buses without air conditioning; and

WHEREAS, Already this year, as of June 8, 1988, we have had an inordinate number of 90 + degree days; and

WHEREAS, Many of the Chicago citizens who utilize C.T.A. facilities are seniors whose lives are placed in peril by long, arduous trips on buses without air conditioning or even without proper circulation; now, therefore,

Be It Resolved, That the officials of the Chicago Transit Authority are hereby memorialized to undertake emergency action in providing the proper air conditioning on C.T.A. facilities to which the public is entitled and which would be of immense benefit to our senior citizens as well; and

Be It Further Resolved, That the officials of the Chicago Transit Authority are further memorialized to appear before the Chicago City Council Committee on Local Transportation to provide accurate and updated testimony as to the ongoing status of the provision of air conditioning on C.T.A. facilities.

INSTALLATION OF BUS PASSENGER SHELTER AT
INTERSECTION OF SOUTH HALSTED STREET
AND WEST 111TH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 8, 1988) authorizing and directing the committee to memorialize the Chicago Transit Authority for the installation of a bus passenger shelter at the intersection of West 111th Street and South Halsted Street, southbound, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
South Halsted Street		West 111th Street	South	34

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTER AT
INTERSECTION OF NORTH LAKE SHORE
DRIVE AND WEST ROSCOE
STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 8, 1988) authorizing and directing the committee to memorialize the Chicago Transit Authority for the installation of a bus passenger shelter at the intersection of West Roscoe Street and North Lake Shore Drive, northbound, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

(Signed) Respectfully submitted,
BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
North Lake Shore Drive		West Roscoe Street	North	44

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTER AT
4225 NORTH SHERIDAN ROAD.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 22, 1988) authorizing and directing the committee to memorialize the Chicago Transit Authority for the installation of a bus passenger shelter at the intersection of 4225 North Sheridan Road, northbound, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

(Signed) Respectfully submitted,
BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
North Sheridan Road		4225 North	North	46

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER
INSTALLATION OF BUS PASSENGER SHELTER AT
INTERSECTION OF WEST 115TH STREET
AND SOUTH HALSTED STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 12, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed order (which was referred June 8, 1988) authorizing and directing the committee to memorialize the Chicago Transit Authority for the installation of a bus passenger shelter at the intersection of West 115th Street and South Halsted Street, southbound, begs leave to recommend that Your Honorable Body *Pass* the said order, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter for southbound passengers at the intersection of West 115th Street and South Halsted Street.

COMMITTEE ON MUNICIPAL CODE REVISION.

AMENDMENT OF MUNICIPAL CODE CHAPTER 193, SECTIONS 193-7.1 THROUGH 193-7.8 BY WAIVING CITIZENSHIP REQUIREMENT FOR ISSUANCE OF NEWS MEDIA CREDENTIALS AND BY CHANGING CERTAIN LANGUAGE IN SAID SECTIONS.

The Committee on Municipal Code Revision submitted the following report:

To the President and Members of the City Council:

The Municipal Code Revision sub-committee met Thursday, May 26, 1988 to consider the revision of the Municipal Code concerning the requirement of citizenship to obtain a press card in the City of Chicago. Alderman Robinson moved that the citizenship clause be deleted from the code. Unanimous vote for do *Pass*. It was further recommended that in Sections 193-7.1 through 193-7.8 wherever "press card" appears the words "news media credential" be inserted.

Respectfully submitted,
(Signed) KEITH A. CALDWELL,
Vice-Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 193, Sections 193-7.1 through 193-7.8 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and adding the language in italics as follows:

193-7.1. No person shall pass police and fire lines for the purpose of gathering and editing spot news or photographing news events unless such person is a legal holder of a [press card] *news media credential* as provided herein.

193-7.2. The superintendent of police has power to issue [press cards] *news media credentials* entitling the holder thereof to pass police and fire lines for the purpose of gathering and editing spot news or photographing news events in Chicago. Such [press cards] *news media credentials* shall be issued only to those engaged in gathering, reporting, editing or photographing current news events for newspapers, press associations, news-reels and radio stations.

193-7.3. The application for such [press cards] *news media credentials* shall be made in writing by the employer on behalf of the employee qualified to hold [press cards] *news media credentials*. The employer shall represent that the employee on whose behalf an application for a [press card] *news media credential* is made is a full-time reporter, editor, writer, photographer or broadcaster of spot news, is of good moral character. [and is a citizen of the United States.] No such [card] *credential* shall be issued unless the applicant meets these requirements and unless and until the fingerprints of the prospective holder are filed in the office of the superintendent of police.

193-7.4. The mayor has power to appoint an advisory committee on [press cards] *news media credentials* composed of five members, on which there shall be a representative of the mayor, a representative of the superintendent of police, a representative of the newspapers, a representative of the press associations, and a representative of the radio stations referred to in section 193-7.2, which committee shall formulate rules of procedure, recommend standards of qualifications, examine all applications for [press cards] *news media credentials* and advise with and make recommendations to the superintendent of police, where applicants are qualified, regarding the issuance of the same.

193-7.5. The [press cards] *news media credentials* shall be in such form as is designated and prepared by the superintendent of police and shall contain spaces for signature, photograph and physical description of the authorized [press card] *news media credential* holder, and shall also contain space for the signature of the employer and for the signature of the superintendent of police. There shall also be printed on the [press card] *news media credential* an excerpt from section 193-7.8 of the code to give notice of the penalty provided therein and the conditions under which the [card] *credential* is issued. Such [press card] *news media credential* shall be valid for a period to be determined by the superintendent of police but not to exceed one year from the date of issuance.

193-7.6. The city clerk is directed to affix the city seal to each such [press card] *news media credential* so issued, without fee, which impression shall partly cover the photograph of the holder attached thereto.

193-7.7. The superintendent of police has power to revoke any [press card] *news media credential* for improper use thereof by the holder, and upon notice thereof to the employer it shall be the duty of the holder and the employer to immediately surrender the [press card] *news media credential* so revoked.

193-7.8. No person shall counterfeit or imitate, or attempt to counterfeit or imitate, any such [press card] so issued by the superintendent of police; nor shall any person use or exhibit, or attempt to use or exhibit, any such [press card] or any [card] similar in appearance thereto for the purpose of obtaining press privileges or of passing police or fire lines without authority of the superintendent of police; nor shall any person represent that he is a holder of such [press card] unless he is the actual authorized holder. Any person violating any of the provisions of this section shall upon conviction be fined not to exceed two hundred dollars.

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

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL OF GRANTS OF PRIVILEGE FOR SIDEWALK CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred on May 11, 25, June 8 and 22, 1988, twenty-seven proposed ordinances for grants of privilege for sidewalk cafes in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

On separate motions made by Alderman Levar, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

*ABP Midwest, Incorporated (Doing Business As Au Bon Pain,
The French Bakery Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to ABP Midwest, Incorporated, doing business as Au Bon Pain, The French Bakery Cafe, upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 222 North LaSalle Street. Said sidewalk cafe shall be thirty-three and one half (33-1/2) feet in length and six (6) feet in width for a total of two hundred one (201) square feet and shall begin eighteen (18) feet from the face of the curb along West Wacker Drive. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 5:00 P.M.

Compensation: \$771.00.

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, 1988.

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 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 the 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, Real Estate Section.

Convito Italiano, Incorporated (Doing Business As Convito Italiano Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Convito Italiano, Incorporated, doing business as Convito Italiano Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 11 East Chestnut Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and fourteen (14) feet in width for a total of three hundred ninety-two (392) square feet and shall begin six (6) feet from the face of the curb along East Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 8:00 P.M.

Compensation: \$706.00.

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, 1988.

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 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 the 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, Real Estate Section.

*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 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 from and after date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

Far East Restaurant On Diversey, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Far East Restaurant on Diversey, 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 510 West Diversey Parkway. Said sidewalk cafe shall be thirty-five (35) feet in length and six feet five inches (6' 5") in width for a total of two hundred twenty-eight (228) square feet and shall begin six feet eight inches (6' 8") from the face of the curb along West Diversey Parkway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 11:00 P.M.

Friday through Saturday, 11:30 A.M. to Midnight.

Sunday, Noon to 11:00 P.M.

Compensation: \$320.00.

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, 1988.

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 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 the 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, Real Estate Section.

*Fast A Food, Incorporated (Doing Business
As Fast A Food).*

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

SECTION 1. Permission and authority are hereby given and granted to Fast A Food, Incorporated, doing business as Fast A Food, 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 601 North Wells Street. Said sidewalk cafe shall be fourteen (14) feet in length and nine feet six inches (9' 6") in width for a total of one hundred thirty-four (134) square feet and shall begin six (6) feet from the face of the curb along North Wells Street. 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 10:30 P.M.

Sunday and holidays, 11:00 A.M. to 7:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

*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 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 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. Compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 5:00 P.M. to 10:00 P.M.

Compensation: \$521.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 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, and its officers, its agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance, or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 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 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 the 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, Real Estate Section.

GLD, Incorporated (Doing Business As The Four Farthings Tavern).

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

SECTION 1. Permission and authority are hereby given and granted to GLD, Incorporated, doing business as The Four Farthings Tavern, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 2060 North Cleveland Avenue. Said sidewalk cafe area No. 1 shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along North Cleveland Avenue in line with tree grates. Said sidewalk cafe area No. 2 shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along West Dickens Street in line with tree grates. The compensation for said space and the day and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 9:30 P.M.

Compensation: \$756.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

Glen Rose Corporation (Doing Business As Bell Liquors).

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

SECTION 1. Permission and authority are hereby given and granted to Glen Rose Corporation, doing business as Bell Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 6120 North Broadway. Said sidewalk cafe shall be twenty-seven (27) feet in length and twelve (12) feet in width for a total of three hundred twenty-four (324) square feet and shall begin eight feet six inches (8' 6") from the face of the

curb along North Broadway. Compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

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 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 feet eight inches (6' 8") from the face of the curb along North Wells Street. 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.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

*Great Street, Incorporated (Doing Business
As Popeye's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Great Street, Incorporated, doing business as Popeye's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 222 South State Street. Said sidewalk cafe shall be forty-two (42) feet in length and fifteen (15) feet in width for a total of six hundred thirty (630) square feet and shall begin six (6) feet six (6) inches from the face of the curb line along South Quincy Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 9:00 P.M.

Saturday, 9:00 A.M. to 8:00 P.M.

Sunday, 9:00 A.M. to 6:00 P.M.

Compensation: \$882.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

Hawkeye's Bar And Grill.

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

SECTION 1. Permission and authority are hereby given and granted to Hawkeye's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 1458 West Taylor Street. Said sidewalk cafe shall be fifty-six (56) feet in length and eight (8) feet in width for a total of four hundred forty-eight (448) square feet and shall begin five (5) feet from the face of the curb line along South Laflin Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 12:00 A.M. to 11:00 P.M.

Compensation: \$305.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

Improvisation Comedy Club Of Chicago, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Improvisation Comedy Club of Chicago, 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 504 North Wells Street. Said sidewalk cafe shall be forty-six (46) feet in length and seven feet six inches (7' 6") in width for a total of three hundred forty-five (345) square feet and shall begin nine (9) feet from the face of the curb along North Wells Street. Compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$621.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

Jab-Em Corporation (Doing Business As Big John's).

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

SECTION 1. Permission and authority are hereby given and granted to Jab-Em Corporation, doing business as Big John'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 1147 West Armitage Avenue. Said sidewalk cafe areas No. 1 and No. 2 shall be, each, six (6) feet in length and two (2) feet in width for a total twenty-four (24) square feet and shall begin eight (8) feet six (6) inches from the face of the curb line along West Armitage Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00.

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, 1988.

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 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 the 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, Real Estate Section.

*Mr. Edward Joseph Krajewski (Doing Business As Not
Just Pasta, Incorporated Restaurant).*

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 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 2965 North Lincoln Avenue. Said sidewalk cafe 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:

Tuesday through Friday, 11:00 A.M. to 12:00 Midnight.
Saturday through Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

LaSalle Venture Limited (Doing Business As Savoy Bar And Grill).

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle Venture Limited, doing business as Savoy Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 440 South LaSalle Street. Said sidewalk cafe shall be sixty-eight (68) feet in length and fifty-five (55) feet in width for a total of three thousand seven hundred forty (3,740) square feet in Financial Place Plaza. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 2:00 P.M.

Compensation: \$4,858.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

LaSiestas, Incorporated (Doing Business As LaSiesta Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to LaSiestas, Incorporated, doing business as LaSiesta 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 2701 North Halsted Street. Said sidewalk cafe shall be seventy-one (71) feet in length and five (5) feet in width for a total of three hundred fifty-five (355) square feet and shall begin five (5) feet from the face of the curb line along North Halsted Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 5:00 P.M. to 11:00 P.M.

Saturday, 5:00 P.M. to 12:00 Midnight.

Sunday, 5:00 P.M. to 10:00 P.M.

Compensation: \$497.00.

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, 1988.

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 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 the 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, Real Estate Section.

Milito Limited (Doing Business As Orso's Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Milito Limited, doing business as Orso's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 1401 North Wells Street. Said sidewalk cafe shall be thirteen (13) feet in length and seven (7) feet in width for a total of ninety-one (91) square feet and shall begin nine feet and one inch (9' 1") from the face of the curb along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 9:00 P.M.
Saturday and Sunday, Noon to 9:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

*Frank Moran And Son, Incorporated (Doing Business
As Candelite Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Frank Moran and Son, Incorporated, doing business as Candelite 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 7452 North Western Avenue. Said sidewalk cafe shall be twenty-six (26) feet in length and twelve (12) feet eight (8) inches in width for a total of three hundred twenty-nine (329) square feet and shall begin seven (7) feet from the face of the curb line along North Western Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, Noon to Midnight.
Saturday, 4:00 P.M. to Midnight.
Sunday, 4:00 P.M. to 10:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

*The Prairie City Diner Limited (Doing Business As
Prairie City Diner).*

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

SECTION 1. Permission and authority are hereby given and granted to The Prairie City Diner Limited, doing business as Prairie City Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a

sidewalk cafe adjacent to its premises located at 1329 East 57th Street. Said sidewalk shall be eighty-eight (88) feet in length and two (2) feet in width for a total of one hundred seventy-six (176) square feet and shall begin thirteen (13) feet from the face of the curb along East 57th 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 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, 1988.

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 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 the 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, Real Estate Section.

*Restaurant Corporation Of America (Doing Business
As St. Tropez Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Restaurant Corporation of America, doing business as St. Tropez 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 3170 North Sheridan Road. Said sidewalk cafe shall be eighty-two (82) feet in length and twelve (12) feet in width for a total of nine hundred eighty-four (984) square feet and shall begin nine feet from the face of the curb along North Sheridan Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Thursday, 4:00 P.M. to Midnight.

Friday and Saturday, 4:00 P.M. to Midnight.

Sunday, 5:00 P.M. to Midnight.

Compensation: \$1,378.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 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, and its officers, its agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance, or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of 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 the 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, Real Estate Section.

*Sparta Gyros On Chicago, Incorporated (Doing Business
As Tony's Place).*

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

SECTION 1. Permission and authority are hereby given and granted to Sparta Gyros on Chicago, Incorporated, doing business as Tony's Place, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 22 East Chicago Avenue. Said sidewalk cafe shall be thirteen (13) feet in length and sixteen (16) feet in width for a total of two hundred eight (208) square feet and shall begin ten (10) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$374.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

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 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 the 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, Real Estate Section.

State Street Deli, Incorporated (Doing Business As State Street Deli).

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

SECTION 1. Permission and authority are hereby given and granted to State Street Deli, Incorporated, doing business as State Street 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 448 North State Street. Said sidewalk cafe shall be twenty-five (25) feet in length and eight (8) feet in width for a total of two hundred (200) square feet and shall begin twelve (12) feet from the face of the curb along North State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 9:30 A.M. to 11:00 P.M.

Compensation: \$360.00.

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, 1988.

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 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 the 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, Real Estate Section.

Trinken, Incorporated (Doing Business As Tap And Growler Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Trinken, Incorporated, doing business as Tap and Growler 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 901 West Jackson Boulevard. Said sidewalk cafe shall be seventy (70) feet in length and five (5) feet in width for a total of three hundred fifty (350) square feet and shall begin ten (10) feet from the face of the curb line along West Jackson Boulevard. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to Midnight.

Saturday, 3:30 P.M. to Midnight.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

*Uzdawinis And Kobayashi, Incorporated (Doing Business As
Cafe Selmarie).*

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

SECTION 1. Permission and authority are hereby given and granted to Uzdawinis and Kobayashi, Incorporated, doing business as Cafe Selmarie, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 2327 West Giddings Plaza. Said sidewalk cafe shall be twenty-five (25) feet in length and twenty (20) feet in width for a total of five hundred (500) square feet and shall begin twelve (12) feet six (6) inches from the face of the building along West Giddings Plaza. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 9:00 A.M. to 10:00 P.M.

Compensation: \$340.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

*Via Veneto, Incorporated (Doing Business As
Via Veneto Ristorante).*

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

SECTION 1. Permission and authority are hereby given and granted to Via Veneto, Incorporated, doing business as Via Veneto Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3449 West Peterson Avenue. Said sidewalk cafe shall be fifteen (15) feet in length and twenty (20) feet in width for a total of three hundred (300) square feet and shall begin five (5) feet from the face of the curb line along West Peterson Avenue. The compensation for said space and the days and hours or operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 10:30 P.M.

Friday, 11:30 A.M. to 11:30 P.M.

Saturday, 4:30 P.M. to 11:30 P.M.

Sunday, 3:30 P.M. to 10:30 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

Ying Corporation (Doing Business As Chen's Place).

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

SECTION 1. Permission and authority are hereby given and granted to Ying Corporation, doing business as Chen's Place, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 100 East Superior Street. Said sidewalk cafe area shall be twenty (20) feet in length and ten (10) feet in width for a total of two hundred (200) square feet and shall begin ten (10) feet back from the face of the curb along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:30 A.M. to 9:00 P.M.

Compensation: \$360.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

*3270 North Clark Corporation (Doing Business As
Sweet Home Chicago).*

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

SECTION 1. Permission and authority are hereby given and granted to 3270 North Clark Corporation, doing business as Sweet Home Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3270 North Clark Street. Said sidewalk cafe shall be forty (40) feet in length and ten (10) feet in width for a total of four hundred (400) square feet and shall begin five (5) feet from the face of the curb along North Clark

Street. 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: \$400.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance through, and including, November 1, 1988.

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 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 the 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, Real Estate Section.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred on February 10, 25 and March 30, 1988, six proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

On separate motions made by Alderman Levar, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

*American National Bank And Trust Company, As Trustee,
Under Trust 67314.*

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, as trustee, U/T 67314, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use vaulted sidewalk space adjacent to its property located at 674--678 North Michigan Avenue. Said vaulted space shall run for a total distance of seventy- nine (79) feet and at a depth of fourteen (14) feet and width of fifteen (15) feet under and along North Rush Street. Said vaulted space shall also run one hundred thirteen (113) feet and at a depth of fourteen (14) feet and width of twenty-one (21) feet under and along East Huron Street. Authority for the above named privilege is herein 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, and the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Two Hundred Ninety-nine and no/100 Dollars (\$4,299.00) 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 in 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 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services

and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

C. J. Industries, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to C. J. Industries, Incorporated, to maintain and use vaulted sidewalk space adjacent to its property located at 185 North Wabash Avenue. Said vaulted space shall exist under and along North Wabash Avenue and East Lake Street property line of 185 North Wabash Avenue, described as follows:

Wabash Avenue--vaulted space shall run for a distance of 112.2 feet, at a width of 19.5 feet, and at a depth of 12 feet, excluding a total of 468 square feet that are occupied by Commonwealth Edison equipment.

Lake Street--vaulted space shall run for a total distance of 139.6 feet, at a width of 12.2 feet, and at a depth of 12 feet.

Said vaulted areas shall exist by 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, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Eight Hundred Fifty-one and no/100 Dollars (\$3,851.00) 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 City Comptroller 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 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 Finance, 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, fire escapes, 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 City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Harbor House Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Harbor House Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted area adjacent to the premises located at 3200 North Lake Shore Drive. Said vaulted area, to be used for extension of a basement level parking garage, shall run under and along North Lake Shore Drive a total distance of three hundred third-one (331) feet, at a width of two (2) feet; commencing at the property

line of 3200 North Lake Shore Drive that abuts West Belmont Avenue, and running to the property line that abuts West Melrose Street. Said vaulted area shall continue to exist by authority herein granted for a period of five (5) years from and after the 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, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of 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 City Comptroller in 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 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 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 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 Finance, 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 City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Independent Trust Corporation, Under Trust 20019.

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

SECTION 1. Permission and authority are herein granted to Independent Trust Corporation, U/T 20019, upon the terms and subject to the conditions of this ordinance to maintain and use vaulted space for storage purposes adjacent to the premises at 130 North Wells Street as follows:

130 North Wells Street--length 180.86 feet, width 12 feet, depth 15 feet.

205 West Randolph Street--length 73.63 feet, width 12 feet, depth 15 feet.

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 privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand One Hundred Six and no/100 Dollars (\$4,106.00) 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 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, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk,

provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

Montgomery Ward And Company.

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

SECTION 1. Permission and authority are herein granted to Montgomery Ward and Company upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pedestrian tunnel under and across North Larrabee Street beginning at a point approximately one hundred forty-two (142) feet south of the south line of West Chicago Avenue, to be used to connect the administration building located at 619 West Chicago Avenue with the building located at 535 West Chicago Avenue; said tunnel not to exceed approximately one hundred (100) feet in length, ten (10) feet in width, thirteen (13) feet in depth and eight (8) feet in height; for a period of five (5) years from and after July 5, 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 privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of 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 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, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

Talman Federal Savings And Loan Association Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Talman Federal Savings and Loan Association of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel primarily used as a pedestrian passageway, but with a portion also used as a utility tunnel. The outside dimensions of said tunnel are approximately ten (10) feet six (6) inches in height and seventeen (17) feet four (4) inches in width. The length of said tunnel on the southeasterly side is approximately ninety-nine (99) feet, with the length of the tunnel on the northwesterly side being one hundred twenty-six (126) feet. Said tunnel runs in a diagonal direction across the intersection of South Kedzie Avenue and West 56th Street and connects the premises on the southwest corner of said intersection, known as 5600 South Kedzie Avenue with the premises on the northeast corner of said intersection, known as 5559 South Kedzie Avenue. Said tunnel is located at approximately seventeen (17) feet below street grade. Authority herein granted for a period of five (5) years from and after January 30, 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, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of 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 City Comptroller in 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 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 Finance, 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 City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys, to which had been referred on December 9 and 23, 1987, January 24, 27, February 10, 25 and March 30, 1988, twelve proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

On separate motions made by Alderman Levar, each of the said proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

Bread Shop, Incorporated: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Bread Shop, Incorporated, to maintain and use three (3) existing canopies over the public right of way in North Halsted Street attached to the building or structure located at 3400 North Halsted Street for a period of three (3) years from and after date of passage, in accordance with 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 Bureau of Fire Prevention, said canopies not to exceed 1 at 9 feet, 1 at 18 feet and 1 at 17 feet respectively in length, nor 1 at 3 feet and 2 at 4 feet respectively in width: Upon the filing of the acceptance and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopies, and arising out of and including the passive negligence of the City of Chicago.

Gnarly Productions & Investments, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Gnarly Productions & Investments, Incorporated, to maintain and use an existing canopy over the public right of way in West Belmont Avenue attached to the building or structure located at 959 West Belmont Avenue for a period of three (3) years from and after date of passage, in accordance with 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 Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 4 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopy, and arising out of and including the passive negligence of the City of Chicago.

Hubbard Street Cantina: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Hubbard Street Cantina, to maintain and use six (6) existing canopies over the public right of way in West Hubbard Street attached to the building or structure located at 5 West Hubbard Street for a period of three (3) years from and after date of passage, in accordance with 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 Bureau of Fire Prevention, said canopies not to exceed 1 at 12 feet and 5 at 5 feet respectively in length, nor 1 at 5 feet and 5 at 3 feet respectively in width: Upon the filing of the acceptance and payment of Three Hundred and no/100 Dollars (\$300.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopies, and arising out of and including the passive negligence of the City of Chicago.

Mr. Andrew S. Kim: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Andrew S. Kim, to maintain and use an existing canopy over the public right of way in West Diversey Avenue attached to the building or structure located at 6956 West Diversey Avenue for a period of three (3) years from and after date of passage, in accordance with 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 Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 3 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopy, and arising out of and including the passive negligence of the City of Chicago.

Lincoln West Hospital: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Lincoln West Hospital, to maintain and use a canopy over the public right of way in West Montrose Avenue attached to the building or structure located at 2544 West Montrose Avenue for a

period of three (3) years from and after January 13, 1988, in accordance with 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 not to exceed 10 feet in length, nor 10 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopy, and arising out of and including the passive negligence of the City of Chicago.

*River Center, In Care Of American National Bank & Trust Company
Of Chicago, Under Trust 49223: Canopies.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to River Center, c/o American National Bank & Trust Company of Chicago, U/T 49223, to maintain and use fifteen (15) existing canopies over the public right of way in North Canal Street attached to the building or structure located at 111 North Canal Street for a period of three (3) years from and after February 10, 1988, in accordance with 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 Bureau of Fire Prevention, said canopies not to exceed 15 at 18 feet respectively in length, nor 15 at 4 feet respectively in width: Upon the filing of the acceptance and payment of Seven Hundred Fifty and no/100 Dollars (\$750.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopies, and arising out of and including the passive negligence of the City of Chicago.

Mr. Jerzy Sak (Doing Business As Polish Delicatessen): Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jerzy Sak, doing business as Polish Delicatessen, to maintain and use an existing canopy over the public right of way in West Fullerton Avenue attached to the building or structure located at 5846 West Fullerton Avenue for a period of three (3) years from and after date of passage, in accordance with 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 Bureau of Fire Prevention, said canopy not to exceed 24 feet in length, nor 3 feet in width: Upon the filing of the acceptance and payment of Fifty and

no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopy, and arising out of and including the passive negligence of the City of Chicago.

Shilla Restaurant (Won Bo And Keumwha Keel): Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Shilla Restaurant (Won Bo and Keumwha Keel) to maintain and use an existing canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 5912--5930 North Lincoln Avenue for a period of three (3) years from and after date of passage, in accordance with 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 Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 8 feet in width. Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopy, and arising out of and including the passive negligence of the City of Chicago.

South Chicago Community Hospital: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to South Chicago Community Hospital, to maintain and use a canopy over the public right of way in East 92nd Place attached to the building or structure located at 2311 East 92nd Place for a period of three (3) years from and after February 3, 1988, in accordance with 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 not to exceed 53 feet in length, nor 10 feet in width. Upon the filing of the acceptance and payment of Seventy-eight and no/100 Dollars (\$78.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopy, and arising out of and including the passive negligence of the City of Chicago.

Vo Quy Naoc: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Vo Quy Naoc, to maintain and use a canopy over the public right of way in North Sheridan Road attached to the building or structure located at 4920 North Sheridan Road for a period of three (3) years from and after December 3, 1987, in accordance with 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 not to exceed 50 feet in length, nor 4 feet in width: Upon the filing of the acceptance and payment of Seventy-five and no/100 Dollars (\$75.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopy, and arising out of and including the passive negligence of the City of Chicago.

Wil-Freds Partners: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Wil-Freds Partners ("Permittee") to construct, maintain and use two (2) canopies over the public right of way in East 53rd Street and South Blackstone Avenue attached to the building or structure located at 1420 East 53rd 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 canopies shall not exceed 29 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-four and no/100 Dollars (\$54.00) 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.

60--70 East Scott Condominium Association: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 60--70 East Scott Condominium Association to maintain and use two (2) canopies over the public right of way in East Scott Street attached to the building or structure located at 60--70 East Scott Street for a period of three (3) years from and after date of passage of this order, in accordance with 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 not to exceed 17 feet in length, nor 8 feet in width. Upon the filing of the acceptance and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee 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 canopies, and arising out of and including the passive negligence of the City of Chicago.

VACATION OF PORTION OF EAST 69TH PLACE
LYING WEST OF SOUTH COTTAGE
GROVE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 the East 69th Place (including that part closed to vehicular traffic by ordinance passed October 26, 1977) lying south of the south line of Lot 20; lying north of the north line of Lot 38; lying west of a line drawn from the southeast corner of Lot 20 to the northeast corner of Lot 38; and lying east of a line drawn from the southwest corner of Lot 20 to the northwest corner of Lot 38, all in Superior Court Partition Subdivision of the S.E. 1/4 of the S.E. 1/4 of Section 22, Township 36 North, Range 14 East of the Third Principal Meridian;

Also

all that part of East 69th Place as opened by ordinance passed October 26, 1977 and recorded in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 24224799 and described as follows:

the south 6.0 feet of the west 56.05 feet of Lot 20 and the north 6.0 feet of the west 56.05 feet of Lot 38 in Superior Court Partition Subdivision of the S.E. 1/4 of the S.E. 1/4 of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian;

said part of public street herein vacated being further described as the east 150 feet of that part of East 69th Place lying west of South Cottage Grove 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 all that part of East 69th Place as herein vacated, as a right of way for existing water mains and appurtenances thereto, and as a right of way for existing city electrical facilities, and for the installation of any additional water mains, city electrical facilities or other municipally-owned service facilities now located in said part of East 69th Place as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times. It is further provided that no buildings or other structures shall be erected on the said right of ways 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, and reconstruction of said facilities, or the construction of additional municipally- owned service facilities.

The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company a right of way to operate, maintain, repair, renew, and replace existing underground facilities and to construct new facilities in all of the "To Be Vacated" East 69th Place, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved for The Peoples Gas Light and Coke Company or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal, or replacement of said facilities, or the construction of additional 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 City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page
15395 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levár, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY
WEST KINZIE STREET, WEST CARROLL AVENUE,
NORTH WOLCOTT AVENUE AND NORTH
WOOD STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 public alley described in the following ordinance; now, therefore,

(Continued on page 15396)

"A"

Superior Court Partition Sub. of the S.E. 1/4 of the S.E. 1/4 of Sec. 22-38-14 .

"B"Opened by Ordinance passed Oct. 26, 1977.
Rec. Dec. 6, 1977

Doc. No. 24224799

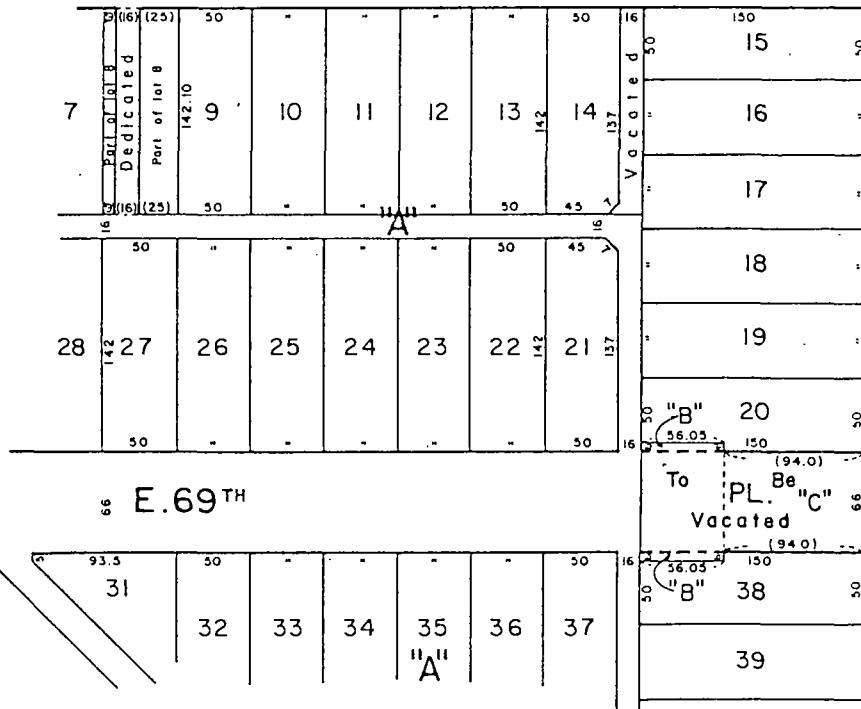
"C"Closed to Vehicular Traffic by Ordinance passed Oct. 26, 1977.
Rec. Dec. 6, 1977

Doc. No. 24224799

Dr. No. 22-20-87-1164

E. 69TH

ST.



AV.

S. COTTAGE GROVE

N

(Continued from page 15394)

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

SECTION 1. That all that part of the north-south 16-foot public alley as dedicated by Plat of Dedication recorded in the Office of the Recorder of Deeds as Document No. 4649371 and described as follows:

The west 16 feet of Lot 19 in Subdivision of Block 35 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian,

said public alley herein vacated being further described as all of the north-south 16-foot public alley in the block bounded by West Kinzie Street, West Carroll Avenue, North Wolcott Avenue and North Wood 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 90 days after the passage of this ordinance, South Holland Trust and Savings Bank, as Trustee, Trust No. 6028-1015 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 hereby vacated, the sum of Seven Thousand Two Hundred and no/100 Dollars (\$7,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in West Carroll 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, South Holland Trust and Savings Bank, as Trustee, Trust No. 6028-1015 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 15398 of
this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST GRAND
AVENUE, WEST NORTH AVENUE AND NORTH KILBOURN
AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 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 public alley adjoining Lots 21, 22, 26, 27, 28 and 29 in Cha's. A. Raggio's Subdivision of that part of Lot 3 in Hamilton's Subdivision of the S. 60 acres of the E. 1/2 of the S.W. 1/4 of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian, lying East of the center line of North 45th Avenue; said public alley herein vacated being further described as all of the public alley lying north of the north line of the east-west public alley in the block bounded by West Grand Avenue, West North Avenue and North Kilbourn 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, 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 of the public alley as herein vacated with the right of ingress and egress.

(Continued on page 15399)

"A"

Subdivision of Blk. 35 Canal Trustee's Subdivision of Sec. 7-39-14.

"B"

Henry Greenebaum's Sub. of Lots 11 & 12 of Blk. 35 Canal Trustees' etc.
(See "A").

"C"

Vacated by Ordinance Passed Oct. 3, 1910.
Rec. Oct. 24, 1910

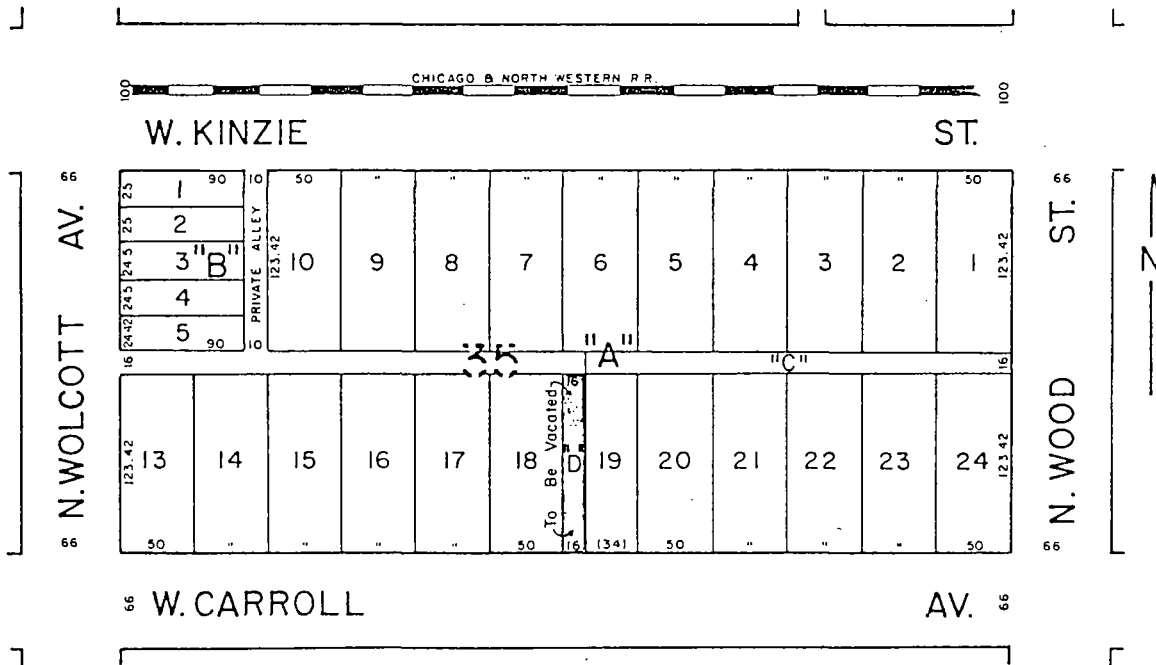
Doc. No. 4649370

"D"

Dedication of Public Alley.
Rec. Oct. 24, 1910

Doc. No. 4649371

Dr. No. 7-27-87-1201



(Continued from page 15397)

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Morris B. and Fay G. Fagin 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 hereby vacated, the sum of Six Thousand Five Hundred and no/100 Dollars less Four Thousand Sixty and no/100 Dollars (paid by applicant for appraisals) equals Two Thousand Four Hundred Forty and no/ 100 Dollars (\$2,440.00), 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, Morris B. and Fay G. Fagin 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
15400 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION OF PORTION OF EAST OHIO STREET LYING
BETWEEN NORTH MCCLURG COURT AND NORTH
LAKE SHORE DRIVE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

(Continued on page 15401)

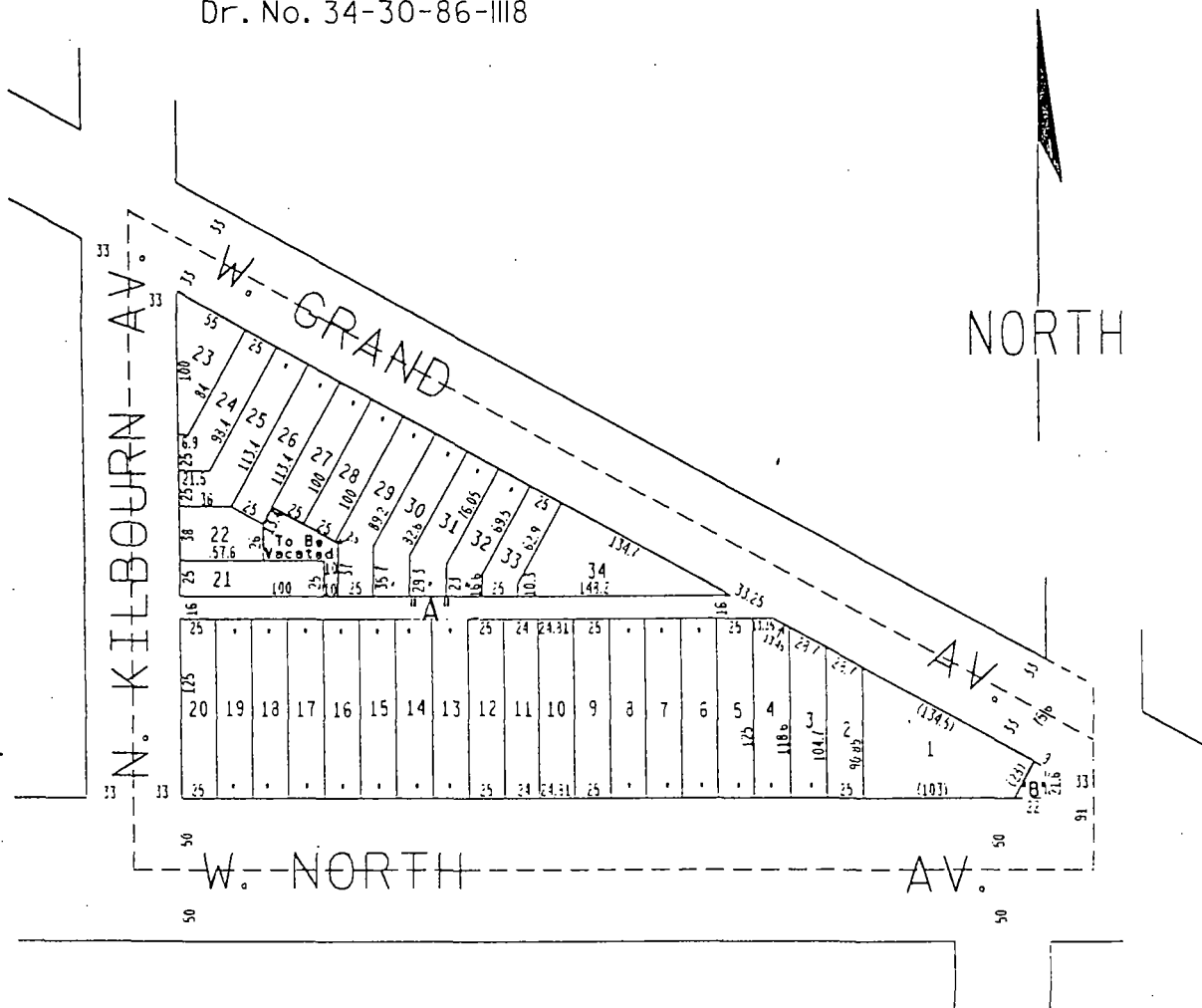
"A"

Cha's. A. Raggio's Sub. of that part of lot 3 in
Hamilton's Sub. of S. 60 acs. of E. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ of
Sec. 34-40-13, lying E. of centre line of N. 45th Av.

"B"

Deed to City of Chicago for street purposes,
Accepted by Ordinance passed Sept. 19, 1934.

Dr. No. 34-30-86-1118



(Continued from page 15399)

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 the East Ohio Street above elevation 35.00 Chicago City Datum over and across the following described property: Beginning at the southeast corner of Lot 26 in Circuit Court Partition of the Ogden Estate Subdivision of parts of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence south on the southwardly extension of the east line of Lot 26 a distance of 0.50 feet; thence west parallel to the south line of Lot 26 a distance of 87.419 feet; thence south at right angle to the last described course a distance of 1.50 feet; thence west parallel to the south line of Lot 26 a distance of 75.104 feet; thence north at right angle to the last described course a distance of 1.50 feet; thence west parallel to the south line of Lot 26 a distance of 36.917 feet, more or less to a point on the southwardly extension of the east line of the west 7 inches of Lot 26; thence north on the southwardly extension of the east 7 inches of Lot 26 a distance of 0.50 feet to a point on the south line of Lot 26; thence east on the south line of Lot 26 to the Place of Beginning; said part of public street herein vacated being further described as the vacation above elevation +35.0 CCD over the north 6 inches of the east 36.917 feet of the west 233.417 feet; also the north 2.0 feet of the east 75.104 feet of the west 308.521 feet; and the north 6 inches of the east 87.419 feet of the west 395.940 feet of that part of East Ohio Street lying between North McClurg Court and North Lake Shore Drive as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 111690 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 Sixteen Thousand and no/100 Dollars less One Thousand Two Hundred Fifty and no/100 Dollars (paid by applicant for appraisals) equals Fourteen Thousand Seven Hundred Fifty and no/100 Dollars (\$14,750.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 111690 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 15403
of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY
WEST ILLINOIS STREET, WEST HUBBARD STREET, NORTH
KINGSBURY STREET AND NORTH ORLEANS STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 alley described in the following ordinance; now, therefore,

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

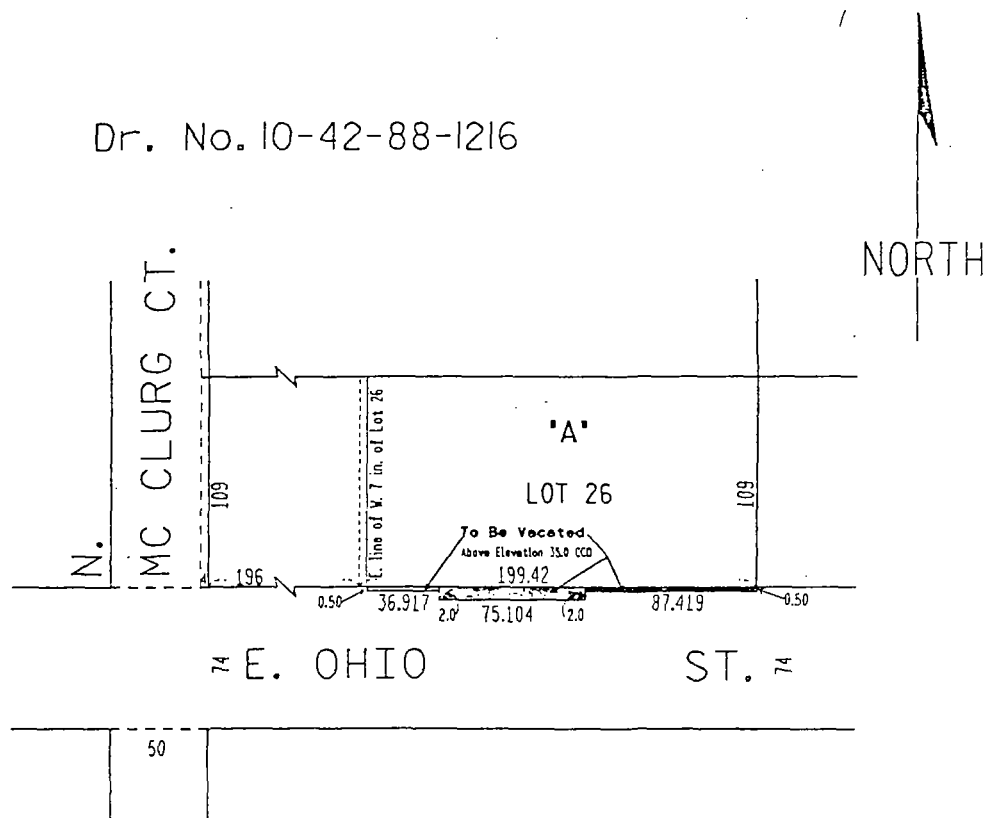
SECTION 1. That all that part of the east-west 18-foot public alley lying south of the south line of Lots 1, 2, and 3; lying north of the north line of Lots 14, 15 and 16; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 16; and lying east of a line drawn from the southwest corner of Lot 3 to the northwest corner of Lot 14 all in Block 3 in Butler Wright and Webster's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the east 75 feet of the east-west 18-foot public alley in the block bounded by West Illinois Street, West Hubbard 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.

(Continued on page 15404)

"A"

Circuit Court Partition of the Ogden
Estate Sub. of pts. of Blocks 20, 31
and 32 in Kinzie's Add'n to Chicago in
N. $\frac{1}{2}$ of Sec. 10-39-14.

Dr. No. 10-42-88-1216



(Continued from page 15402)

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 that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, American National Bank and Trust Company of Chicago, as Trustee, Trust No. 61729, 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 Seventy-seven Thousand Two Hundred Fifty and no/100 Dollars less One Thousand Eight Hundred Ninety-seven and no/100 Dollars (paid by applicant for appraisals) equals Seventy-five Thousand Three Hundred Fifty-three and no/100 Dollars (\$75,353.00), 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 Orleans 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, American National Bank and Trust Company of Chicago, as Trustee, Trust No. 61729, 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 15405 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

"A"

Butler Wright & Webster's Add. to Chicago in Sec. 9-39-14.

"B"

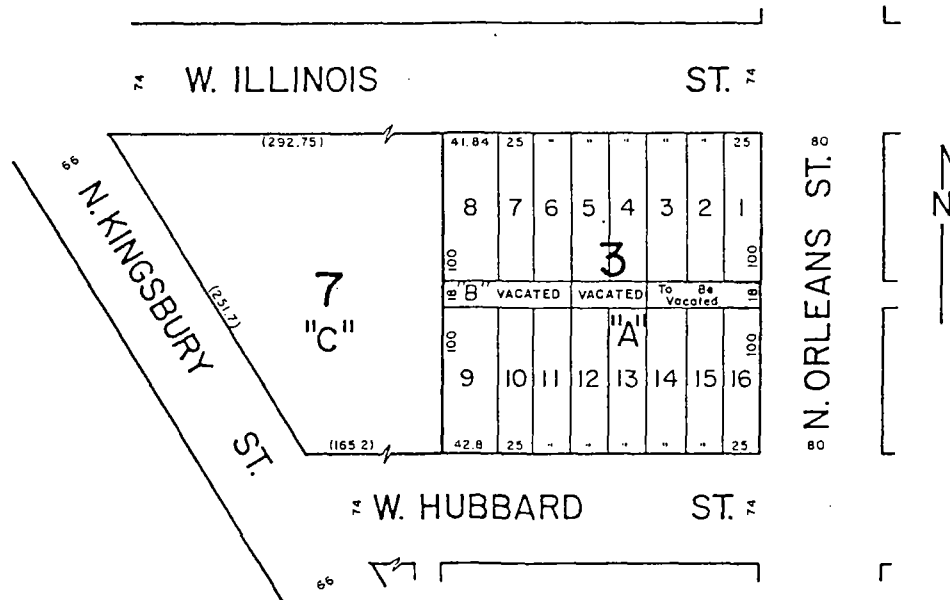
Vacated by Ordinance Passed June 17, 1918.
Rec. July 15, 1918

"C"

Doc. No. 6359165

Assessors Division of Part (S. of Erie St. E. of Chicago River) of E. 1/2
N.W. 1/4 Sec. 9-39-14 (Being Kingsbury Tract & that part formerly Blks.
13, 14, 15, & 16 of Higgins, Law & Co's Add. to Chicago).

Dr. No. 9-42-87-1208



VACATION OF PORTION OF EAST-WEST PUBLIC ALLEY IN
BLOCK BOUNDED BY WEST ILLINOIS STREET, WEST
HUBBARD STREET, NORTH KINGSBURY STREET
AND NORTH ORLEANS STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 18-foot public alley lying south of the south line of Lots 4 and 5; lying north of the north line of Lots 12 and 13; lying west of a line drawn from the southeast corner of Lot 4 to the northeast corner of Lot 13; and lying east of a line drawn from the southwest corner of Lot 5 to the northwest corner of Lot 12 all in Block 3 in Butler Wright and Webster's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the west 50 feet of the remaining east 125 feet of the east-west 18-foot public alley in the block bounded by West Illinois Street, West Hubbard 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 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 that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Marubio Enterprises Trust No. One, 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 One Hundred Forty Thousand and no/100 Dollars less One Thousand Eight Hundred Ninety-eight and no/100 Dollars (paid by applicant for appraisals) equals One Hundred Thirty-eight Thousand One Hundred Two and no/100 Dollars (\$138,102.00), 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, Marubio Enterprises Trust No. One,

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 15408 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY
WEST MADISON STREET, WEST MONROE STREET,
SOUTH WELLS STREET AND SOUTH
LA SALLE STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 all of the remaining parts of the public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all of the east-west and north-south public alleys adjoining Lots 2 to 12, both inclusive, as shown on the Plat of Subdivision of Lots 1 and 2 in Block 95 in School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third

(Continued on page 15409)

"A"

Butler Wright & Webster's Add. to Chicago in Sec. 9-39-14.

B

Vacated by Ordinance Passed June 17, 1918.
Rec. July 15, 1918

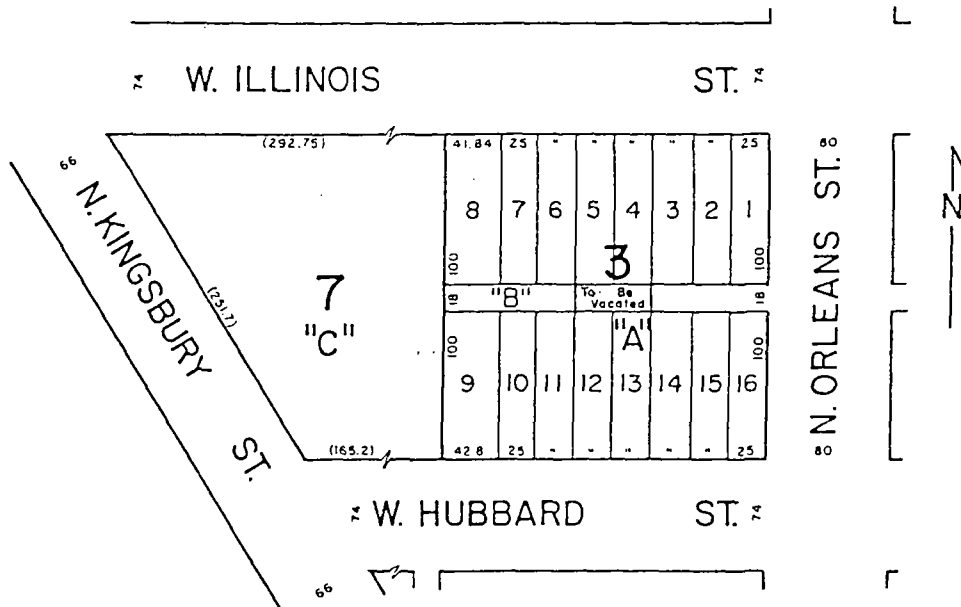
Rec. July 15, 1918

¹³C

Doc. No. 6359165.

Assessors Division of Part (S. of Erie St. E. of Chicago River) of E. 1/2 N.W. 1/4 Sec. 9-39-14 (Being Kingsbury Tract & that part formerly Blks. 13, 14, 15, & 16 of Higgins, Law & Co's Add. to Chicago).

Dr.No. 9-42-87-1207



(Continued from page 15407)

Principal Meridian recorded August 29, 1846 in Book H2 page 126, as Document No. 12389, except that part of said alleys previously vacated by ordinance passed December 22, 1902 and recorded in the Office of Recorder of Deeds as Document No. 3343236 and being described as "That part of the alley or alleys on the north and east sides and lying along the northeasterly line of Lot Nine (9) in the Subdivision of Lots One (1) and Two (2) in Block Ninety-five (95) in the School Section Addition to Chicago, situated in the City of Chicago, County of Cook and State of Illinois, described as follows: Beginning at a point where the north boundary line and the northeasterly boundary line of said Lot Nine (9) intersect; thence east along the said north north boundary line of said Lot Nine (9) extended, five feet; thence southeasterly along a line parallel with the northeasterly line of said Lot Nine (9) to the east boundary line of said Lot Nine (9) extended to the north; thence south along said east boundary line extended to the intersection of said east boundary line of Lot Nine (9) with the northeasterly boundary line of said Lot Nine (9); thence along the northeasterly boundary line of of said Lot Nine (9) to the place of beginning"; said parts of public alleys herein vacated being further described as all of the remaining east-west 10-foot public alley and all of the remaining north-south 12- foot public alley in the north 1/2 of the block bounded by West Madison Street, West Monroe Street, South Wells Street and South LaSalle 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 are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 65287 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alleys hereby vacated, the sum of Six Hundred Fifty Thousand and no/100 Dollars (\$650,000.00), 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 the east-west public alley hereby vacated, similar to the sidewalk and curb in South Wells Street and to barricade the south entrance of the north-south public alley hereby vacated. 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 65287 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 15411 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION OF PORTIONS OF SOUTH FEDERAL STREET,
SOUTH DEARBORN STREET, SOUTH PLYMOUTH
COURT AND SPECIFIED PUBLIC ALLEYS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, An ordinance was passed by the City Council on February 25, 1988, appearing on pages 10974 to 10978, both inclusive, of the Journal of the Proceedings of said date, providing for "Vacation of portions of South Federal Street, South Dearborn Street, South Plymouth Court and specified public alleys"; and

WHEREAS, Said ordinance was not recorded within the time limit of 90 days as provided in the ordinance; and

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 streets, part of public streets, public alleys and private alleys described in the following ordinance; now, therefore,

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

(Continued on page 15412)

ADVANCE COPY NO. 1

"A"

School Section, Add. to Chicago of Sec. 16-39-14.

"B"

Sub. of Lots 1 & 2 Blk. 95 School Sec. Add. etc.
(See "A")

"C"

Alley opened by Ord. Passed Oct. 3, 1844.

"D"

Vacated by Ord. Passed Mar. 27, 1905.

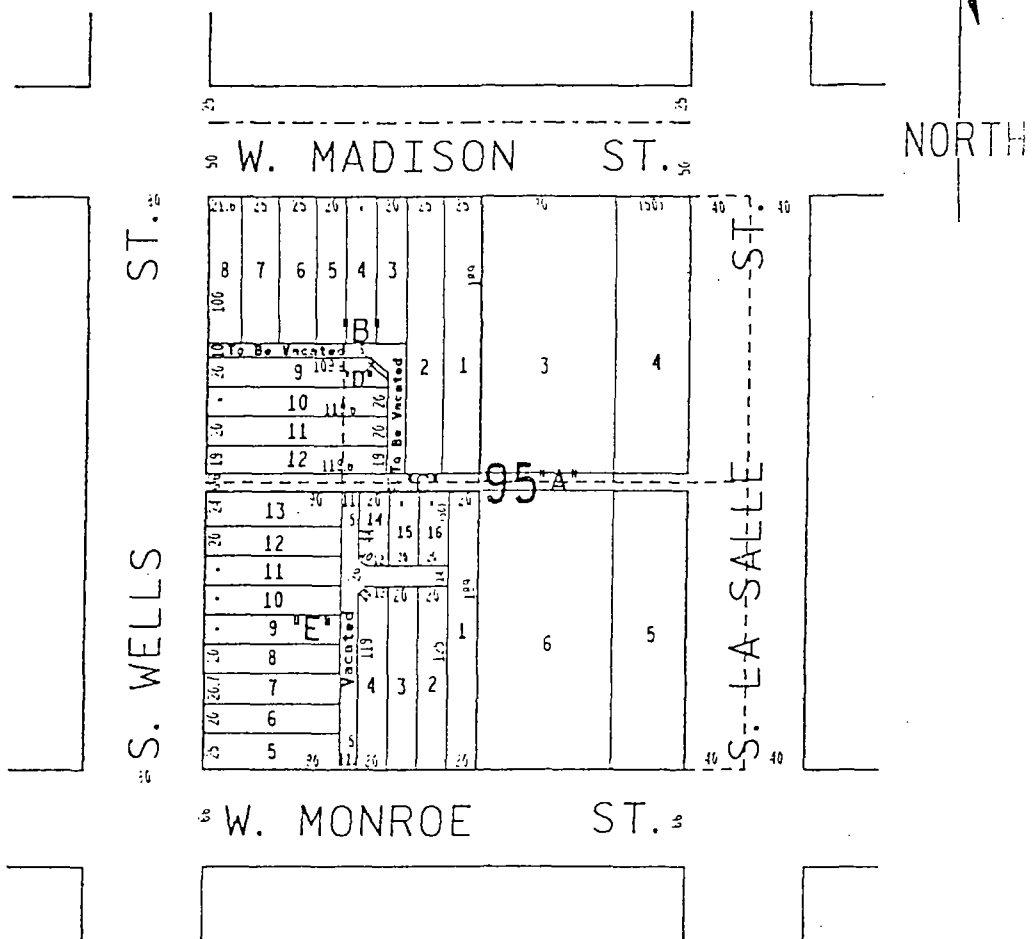
Rec. Apr. 10, 1905

Doc. No. 3677527

"E"

Sub. of Lots 7 and 8 in Blk. 95 in School Section
Addition etc. (See "A")

Dr. No. 16-1-87-1189



(Continued from page 15410)

SECTION 1. That all that part of the South Plymouth Court (formerly named Third Avenue) as opened by ordinance passed at the regular meeting of the Common Council of the City of Chicago December 19, 1887 for;

"Establishing roadway on Third Avenue, from Twelfth Street to Fourteenth Street.

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

Section 1. That the roadway on Third Avenue, from Twelfth Street to Fourteenth Street, be and the same is hereby established as follows:

From Twelfth Street to a point 860.88 feet south of Twelfth Street at fifty (50) feet and from a point 860.88 feet south of Twelfth Street to Fourteenth Street at forty (40) feet,"

adjoining or part of Lots 14 to 22, both inclusive, and Lots 27 to 38, both inclusive, in Block 6; Lots 4 to 8, both inclusive, in Block 7; Lots 25 to 72, both inclusive, in Block 8, in M. Laflin's Subdivision of Blocks 6 and 8 and Wilder's Subdivision of Block 7 of Assessor's Division of the E. Fractional 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, adjoining or part of Lots 1, 2 and 3 in Block 9 in Assessor's 2nd Division of E. Fraction of the N.E. 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian; adjoining Lots 1 to 14, both inclusive in J. Gurley's Subdivision in the N.E. 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of South Plymouth Court (formerly named Third Avenue) as opened by ordinance passed at the regular meeting of the Common Council of the City of Chicago October 2, 1865 "an ordinance for extending Third Avenue south to Fourteenth Street", being part of Lots 9, 10 and 11 in Laflin's Subdivision of Part of the East Fraction of the N.E. 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of South Federal Street adjoining Lots 2 to 10, both inclusive, in Block 1, Lots 1 to 14, both inclusive, in Block 2 and Lots 1 to 13, both inclusive, in Block 3 all in Wilder's North Addition to Chicago in Section 21, Township 39 North, Range 14 East of the Third Principal Meridian; adjoining the east line of Block 4 in Assessor's 2nd Division aforementioned; and adjoining or being part of Lots 1, 2, 3 in Block 16 in Circuit Court

Partition of Blocks 15 and 16 of the fractional N. E. 1/4 of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, and part of Lots 20, 21, and 22 in Laflin's Subdivision aforementioned, as opened by ordinance, assessment confirmed July 31, 1854; and adjoining or being part of Lots 2 and 3 in Assessor's Division of Lots 2 to 4 in Block 10 and part of Lots 2 and 3 in Block 16 in Assessor's 2nd Division aforementioned; [B]

Also

adjoining or part of Lot 1 in Block 10 in Assessor's 2nd Division aforementioned;

Also

all that part of West 14th Street lying south of the south line of Lots 4 to 26, both inclusive, and the south line Lot 29; lying north of the north line of Lots 30 to 53, both inclusive, all in Laflin's Subdivision aforementioned;

Also

all that part of South Plymouth Court adjoining Lots 9 to 24, both inclusive, in Walker Greer and Others' Subdivision of the Uhlich Tract in Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of South Federal Street adjoining Lots 25 to 40, both inclusive in Walker Greer or Others' Subdivision aforementioned;

Also

all that part of South Dearborn Street adjoining Lots 29 to 32, both inclusive, in Wilder's South Addition to Chicago in Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of South Dearborn Street (formerly Burnside Street) as opened by ordinance passed at the regular meeting of the Common Council of the City of Chicago, June 11, 1868 (assessment confirmed) and described as follows:

"for the opening or extension of Burnside Street of the width of 66 feet from its present northern terminus through to Fourteenth Street, making the same on a straight line with that part of Burnside Street, south of the proposed opening". Said opening being part of Lots 20, 22, 23, 24 and 25 in Assessor's 2nd Addition aforementioned, also part of Lots 17 to 32, both inclusive in Walker Greer and Others Subdivision aforementioned and Lots 40 to 43, both inclusive in Laflin's Subdivision of part of the East Fraction of the N.E. 1/4 aforementioned;

Also

all of the north-south 18-foot public alley adjoining Lots 1 to 26, both inclusive, in Block 3 in Wilder's North Addition aforementioned;

Also

all the part of South State Street lying east of the east line of Lots 1 to 13, both inclusive; lying west of a line 4 feet east of and parallel to the east line of Lots 1 to 13, both inclusive; lying north of the eastwardly extension of the south line of Lot 13 all in Block 6 in Laflin's Subdivision aforementioned; and lying south of the eastwardly extension of the south line of West Roosevelt Road (formerly West 12th Street) as widened by Order of Possession in January 9, 1919;

Also

all that part of the north-south 15-foot public alley as opened by ordinance passed by the City Council of the City of Chicago, June 2, 1873 (assessment confirmed August 19, 1876) and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, July 5, 1887 as Document No. 847483 and being described as adjoining or part of Lots 1 to 5, both inclusive in Laflin's Subdivision aforementioned; adjoining or part of Lots 8 to 21, both inclusive, in J. Gurley's Subdivision aforementioned, also part of Lots 3, 4 and 5 in Block 9 in Assessor's 2nd Addition aforementioned and part of Lots 1 and 48 in Block 8 in M. Laflin's Subdivision aforementioned;

Also

all right, title and interest in and to the private alleys adjoining Lots 2 to 27, both inclusive,

in Block 6; adjoining Lots 1 to 6, both inclusive, in Block 7; and adjoining Lots 1 to 47, both inclusive, in Block 8, all in M. Laflin's Subdivision aforementioned;

Also

all right, title and interest in and to the private alleys adjoining Lots 28 to 42, both inclusive, in Block 6; adjoining Lots 7 and 8 in Block 7; and adjoining Lots 49 to 72, both inclusive, in Block 8, all in M. Laflin's Subdivision aforementioned; and adjoining Lots 3 to 10, both inclusive in Block 1 in Wilder's North Addition to Chicago aforementioned; and Lots 1 to 11, both inclusive, in Block 2 in Wilder's North Addition to Chicago, aforementioned; said public streets, part of public streets, public alleys and private alleys herein vacated being further described as all those parts of South Federal Street, South Dearborn Street, South Plymouth Court and all of the public and private alleys in the area bounded by West Roosevelt Road (as widened), West 15th Street, South Clark Street and South State Street; together with the west 4 feet of the north 267.83 feet, more or less, of that part of South State Street, lying south of West Roosevelt Road (as widened), as colored in red and indicated by the words "Hereby Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the streets and alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided are made upon the express condition that Dearborn Park Corporation shall file for record in the Office of the Recorder of Deeds in Cook County, Illinois, a Plat of Dearborn Park Unit No. 2 Resubdivision as approved by the City Council by ordinance passed November 18, 1987.

SECTION 4. The City of Chicago hereby reserves for itself all existing Chicago Freight Tunnel Structures located in all that part of original South Dearborn Street, South Plymouth Court, South Federal Street, and West 14th Street, as herein vacated; also the right for the maintenance, renewal and reconstruction of said Tunnel Structures. It is further provided that no buildings or other structures shall be erected over or across said Tunnel Structures as herein reserved, which in the judgment of the municipal officials having control of the aforesaid Tunnel Structures, would interfere with use, maintenance, renewal or reconstruction of said Tunnel Structures.

The Dearborn Park Corporation hereby agrees to construct or cause to be constructed, bulkheads at the property lines as delineated on Plat of Dearborn Park Unit No. 2 Resubdivision, for all Chicago Freight Tunnel Structures entering private property in South Clark Street, South Federal Street, South Plymouth Court, South Dearborn Street,

South State Street, West 12th Street, West 14th Street and West 15th Street. Also to cap all access and ventilation shafts entering the Tunnel Structures.

The Dearborn Development Corporation hereby agrees to accept as private tunnels all existing Chicago Freight Tunnel Structures located on private property as delineated on the Plat of Dearborn Park Unit No. 2 Resubdivision.

SECTION 5. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Dearborn Park 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 streets, part of public streets, public alleys and private alleys hereby vacated, the sum of no compensation dollars, which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 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 Federal Street and South Plymouth Court at West Roosevelt Road, the entrance to West 14th Street at South State Street and the entrance to South Dearborn Street at West 15th Street, similar to the sidewalk and curb at these locations.

SECTION 6. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Dearborn Park 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 7. This ordinance shall take effect and be in force from and after its passage.

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

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION OF PORTIONS OF PUBLIC STREET AND PUBLIC
ALLEYS IN BLOCK BOUNDED BY WEST WILLOW
STREET, WEST NORTH AVENUE, NORTH
DAYTON STREET AND NORTH
HALSTED STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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, 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 North Dayton Street lying west of the west line of Lots 47, 48 and 49 and west of a line drawn from the southwest corner of Lot 48 to the northwest corner of Lot 47; lying east of the east line of Lot 165; lying north of the westwardly extension of the north line of the south 11 feet of Lot 47 and lying northerly of the southeastwardly extension of the southwesterly line of Lot 165; and lying south of the following described line: Beginning at the intersection of the west line of Lot 49 and a line 20.00 feet south of and parallel to the north line of Lot 49; thence west on the westwardly extension of said line 20.00 feet south of and parallel to the north line of Lot 49, a distance of 11.50 feet; thence northwesterly along a line, a distance of 2.828 feet, to the intersection with a line parallel to the westwardly extension of the north line of Lot 49 and passing through a point on the east line of Lot 165 which is 42.635 feet south of the northeast corner of Lot 165 (as measured on the east line of Lot 165); thence west on the last described parallel line to said point on the east line of Lot 165 which is 42.635 feet south of the northeast corner of Lot 165 (as measured on the east line of Lot 165); in Subdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

all of the east-west 10-foot public alley lying north of the north line of Lots 43 to 47, both inclusive, lying south of the south line of Lot 48, lying east of a line drawn from the southwest corner of Lot 48 to the northwest corner of Lot 47 and lying west of a line drawn from the northeast corner of Lot 43 to the southeast corner of Lot 48, all in Subdivision of Block 6 aforementioned;

Also

all of the north-south 18-foot public alley lying west of the west line of Lots 37 and 42 and west of the west line of the vacated alley adjoining Lots 37 and 42 recorded August 15, 1930 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 10727179, lying east of the east line of Lots 43 and 48, lying east of a line drawn from the northeast corner of Lot 43 to the southeast corner of Lot 48, lying south of a line drawn from a point on the west line of Lot 37 which is 128.947 feet north of the southwest corner of Lot 42 (as measured along the west line of Lots 42 and 37) to a point on the east line of Lot 48 which is 132.038 feet north of the southeast corner of Lot 43 (as measured along the west line of Lots 43 and 48) and lying north of a line 11 feet north of and parallel to a line drawn from the southwest corner of Lot 42 to the southeast corner of Lot 43 in Subdivision of Block 6 in Sheffield's Addition to Chicago aforementioned; said part of public street, public alley and part of public alley herein vacated being further described as the north 127.37 feet of the south 138.37 feet of that part of North Dayton Street lying north of West North Avenue (as measured on the east line of North Dayton Street); together with all of the east-west 10-foot public alley running east from North Dayton Street 124.50 feet and also the north 121.038 feet of the south 132.038 feet of the north-south 18-foot public alley (as measured on the west line of said alley) all in the block bounded by West Willow Street, West North Avenue, North Dayton Street and North Halsted 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 are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves all that part of North Dayton Street as herein vacated, as an easement for existing sewer and water mains and appurtenances thereto, and for the installation of any additional sewer and water mains or other municipally-owned service facilities now located or which in the future may be located in that part of North Dayton 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 easement 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.

The City of Chicago further reserves for itself and for the benefit of the public, a perpetual easement for a pedestrian walkway, eight (8) feet in width, over and across that part of North Dayton Street as herein vacated, for the installation and maintenance of a sidewalk in said easement. The location of said easement to be determined by the Commissioner of Housing as to be specified in the contract and plans for the sale and redevelopment of Lincoln Park Disposition Parcel C-3, the sale of which is to be hereinafter approved by the City Council of the City of Chicago.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Chicago Cable T.V., their successors or assigns, an easement to operate, maintain, construct, replace, and renew underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under that part of North Dayton Street and the north-south 18-foot public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The City of Chicago (Department of Housing) shall file or cause to be filed in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with a 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 15420
of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS
IN BLOCK BOUNDED BY WEST HUBBARD STREET, WEST
KINZIE STREET, NORTH CLARK STREET AND
NORTH DEARBORN STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 alley described in the following ordinance; now, therefore,

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

(Continued on page 15421)

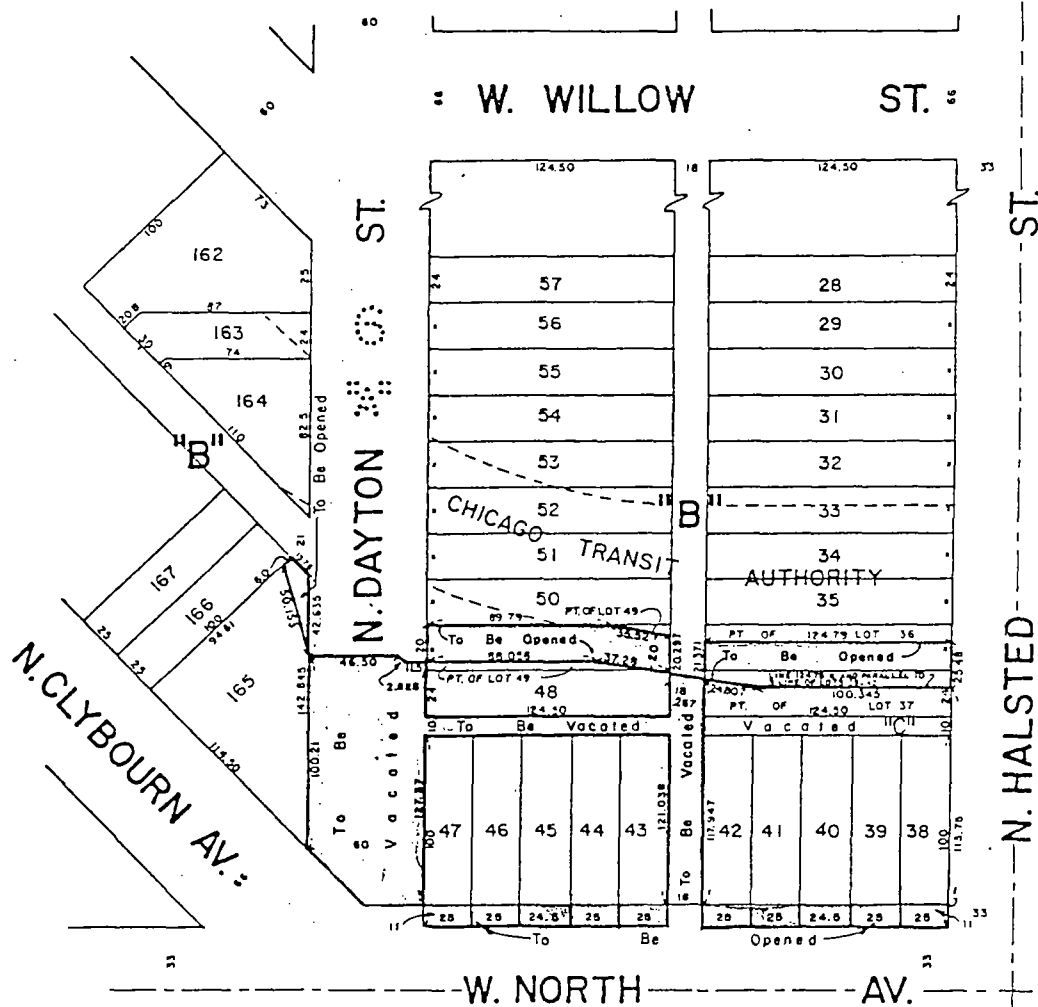
"A"

Sheffield's Addition to Chicago in Sec. 32 - 40 - 14.

"B"Subdivision of Block 6, Sheffield's Addition to Chicago in
Sec. 32 - 40 - 14.**"C"**Vacated by Ordinance Passed June 18, 1930.
Rec. Aug. 15, 1930

Doc. No. 10727179

Dr. No. 32 - 43 - 87 - 1145



(Continued from page 15419)

SECTION 1. That all that part of the east-west 18-foot public alley lying north of the north line of Lots 1, 2 and 3 in Block 2 in Wolcott's Addition to Chicago in the E. 1/2 of the N.E. 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; lying south of the south line of Lots 3 and 4 in Assessor's Division of Lots 13, 14, 15 and 16 in Block 2 of Wolcott's Addition to Chicago in the E. 1/2 of the N.E. 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; lying west of a line drawn from the northeast corner of Lot 1 in Block 2 in Wolcott's Addition to Chicago aforementioned to the southeast corner of Lot 3 in Assessor's Division aforementioned; and lying east of a line drawn from a point on the south line of Lot 4 in Assessor's Division aforementioned which is 97.95 feet west of the southeast corner of Lot 3 in Assessor's Division aforementioned (as measured on the south line of Lots 3 and 4) to a point on the north line of Lot 3 in Block 2 in Wolcott's Addition to Chicago aforementioned which is 97.96 feet west of the northwest corner of Lot 1 in Block 2 in Wolcott's Addition to Chicago aforementioned (as measured on the north line of Lots 1, 2 and 3); said part of public alley herein vacated being further described as the east 97.95 feet, more or less, of the east-west 18-foot public alley in the block bounded by West Hubbard Street, West Kinzie Street, North Clark Street and North Dearborn 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 LaSalle National Bank, as Trustee, Trust No. 112585 and Trust No. 104102 shall dedicate or cause to be dedicated to the public and open up for public use as a public alley the following described property:

That part of Lots 6 and 7 in Assessor's Division of Lots 13, 14, 15 and 16 in Block 2 of Wolcott's Addition to Chicago in the E. 1/2 of the N.E. 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows: Beginning at a point in the North line of said Lot 6 which is 0.24 feet West of the Northeast corner of said Lot 6; thence South along a line 0.24 feet West of and parallel with the East line of said Lot 6 a distance of 100.21 feet to a point in the South line of said Lot 6 which is 0.24 feet West of the Southeast corner of said Lot 6; thence West along the South line of said Lots 6 and 7 a distance of 40.16 feet to the southwest corner of said Lot 7; thence Northeasterly a distance of 40.52 feet to a point in a line 18.24 feet West of and parallel with the East line of said Lot 6 (said point being 34.00 feet North of the South line of said Lot 6 as measured along said parallel line); thence North along said line 18.24 feet West of and parallel with the East line of said Lot 6 a distance of 66.21 feet to a point in the North line of said Lot 6; thence East along the North line of said Lot 6 a distance of 18.00 feet to the point of beginning as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 112585 and Trust No. 104102 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 no compensation, 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 Dearborn Street 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 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 112585 and Trust No. 104102 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 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 15423 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

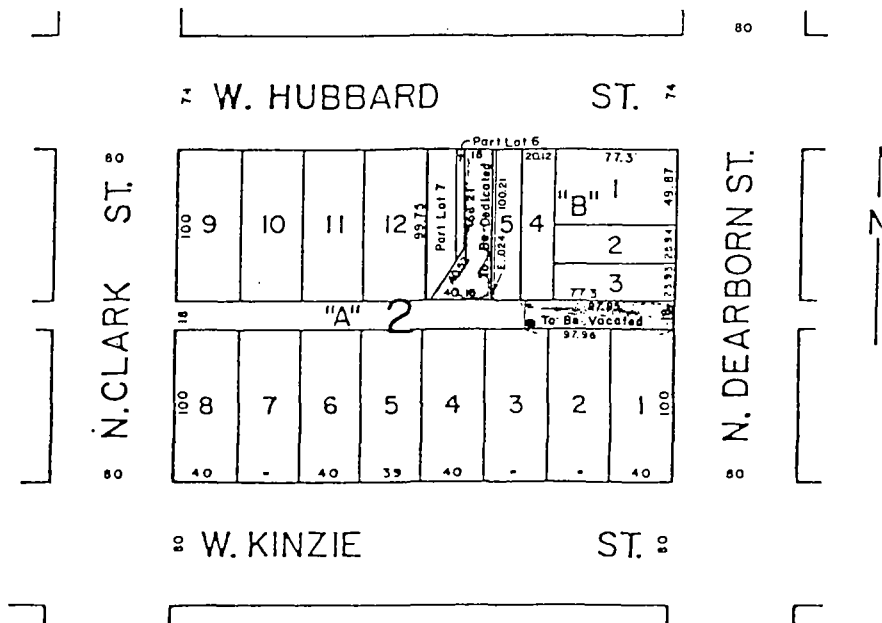
11 A 11

Wolcott's Addition to Chicago the E.1/2 of the N.E.1/4 of Sec. 9-39-14.

"B"

Assessor's Division of Lots 13,14,15 & 16 in Blk.2, Wolcott's Addition to Chicago.

Dr. No. 9-42-87-1170



VACATION AND RE-DEDICATION OF PUBLIC ALLEYS IN BLOCK
BOUNDED BY WEST 86TH STREET, WEST 87TH STREET,
WEST COLUMBUS AVENUE, SOUTH KOMENSKY
AVENUE AND SOUTH
PULASKI ROAD.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 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 north of the north line of Lots 20 to 23, both inclusive; lying south of the south line of Lot 24; lying west of a line drawn from the northeast corner of Lot 20 to the southeast corner of Lot 24; and lying east of a line drawn from the northwest corner of Lot 23 to the southwest corner of Lot 24 all in Block 16 in Frederick H. Bartlett's City of Chicago Subdivision of Lots 2 and 3 in Assessor's Subdivision of Section 34, Township 38 North, Range 13 East of the Third Principal Meridian (except that part of the east 129 feet of the W. 1/2 of the S.W. 1/4 of said Section 34 as lies in said Lot 3 and except R.R.) said public alley herein vacated being further described as all of the east-west 16-foot public alley in the block bounded by West 86th Street, West 87th Street, West Columbus Avenue, South Komensky Avenue and South Pulaski Road 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 and Chicago Cable T.V., 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 of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The Western National Bank of Cicero, as Trustee, Trust No. 6258 shall re-dedicate or cause to be re-dedicated to the public and open up for public use as a public alley all that part of the public alley vacated by ordinance passed November 16, 1953 and recorded in the Office of Recorder of Deeds in Cook County, Illinois as Document No. 15791938 and described as follows:

That part of the vacated north-south 16-foot public alley lying west of the west line of Lot 18; lying east of the east line of Lot 20; lying south of a line drawn from the northwest corner of Lot 18 to the northeast corner of Lot 20; and lying northwesterly of a line drawn thru a point in the west line of S. Crawford Avenue, 4.6 feet north of the south line of Lot 13 and drawn thru a point in the north line of W. 87th Street 18.68 feet east of the west line of Lot 23, all in Block 16 in Frederick H. Bartlett's City of Chicago Subdivision of Lots 2 and 3 in Assessor's Subdivision of Section 34, Township 38 North, Range 13 East of the Third Principal Meridian (except that part of the east 129 feet of the W. 1/2 of the S.W. 1/4 of said Section 34 as lies in said Lot 3 and except R.R.)

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, the Western National Bank of Cicero, as Trustee, Trust No. 6258 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 Seven Thousand Nine Hundred Twenty-five and no/100 Dollars less Three Thousand Two Hundred Ten and no/100 Dollars (paid by applicant for appraisals) equals Four Thousand Seven Hundred Fifteen and no/100 Dollars (\$4,715.00) 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 Komensky 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, the Western National Bank of Cicero, as Trustee, Trust No. 6258 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 15427 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
E. RAAP RESUBDIVISION AT NORTHWEST AND SOUTHWEST
CORNERS OF NORTH MARINE DRIVE AND WEST
CASTLEWOOD TERRACE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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 E. Raap Resubdivision at the northwest corner and the southwest corner of North Marine Drive and West Castlewood Terrace having a frontage of 117.0 feet on the west side of North Marine Drive and 188.78 feet on the north side of West Castlewood Terrace, and a frontage of 118.38 feet on the west side of North Marine Drive and 200.50 feet on the south side of West Castlewood Terrace, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 8-48-88-1237).

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

[Plat attached to this ordinance printed on
page 15429 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

(Continued on page 15428)

"A"

Fred'k H. Bartlett's City of Chicago Sub. of Lots 2 and 3 in Assessor's Sub. of Sec. 34-38-13 (except that part of E. 129 ft. of W. 1/2 of S.W. 1/4 of said Sec. 34 as lies in said Lot 3 and except R.R.).

"B"

Ordinance for Opening Columbus Av. between W. 82nd PL. and W. 87th St.
Passed Jan. 19, 1927. Order of Possession by Superior Court Jan. 6, 1943 Genl. No. 451836

"C"

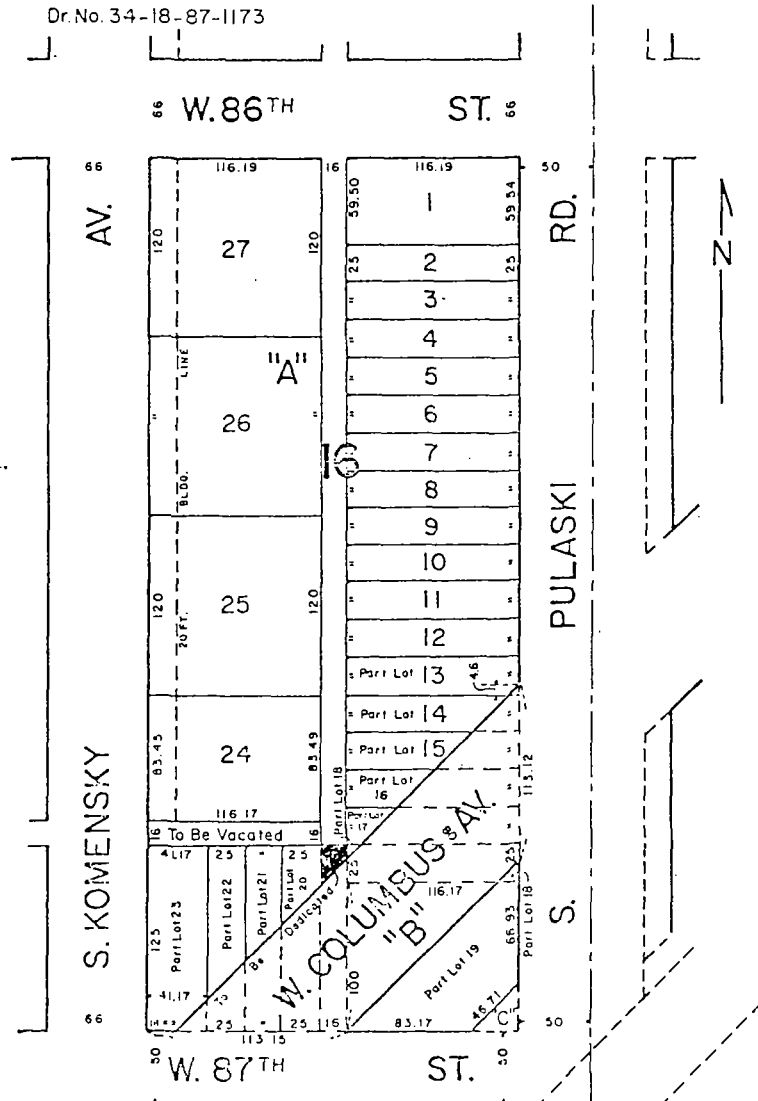
Vacated by Ordinance passed July 16, 1952.

"D"

Vacated by Ordinance passed Nov. 16, 1953.
Rec. Dec. 14, 1953

Doc. No. 15791938

Dr. No. 34-18-87-1173



(Continued from page 15426)

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

OPENING OF ADDITIONAL RIGHT OF WAYS AT
SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The Department of Housing, in connection with the Lincoln Park Conservation Area Project, desires to open 11.0 feet as additional right of way on the north side of West North Avenue between North Halsted Street and North Dayton Street; also to open a triangular area (13.76 ft. by 42.635 ft.) as additional right of way on the west side of North Dayton Street and on the south side of the first public alley northeasterly of North Clybourn Avenue; also to open an east-west public alley between North Dayton Street and North Halsted Street and located approximately 125 feet north of the present north line of West North Avenue; and

WHEREAS, The City of Chicago is the owner of all of the property to be opened; now, therefore,

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

SECTION 1. That the following described property shall be opened for widening West North Avenue:

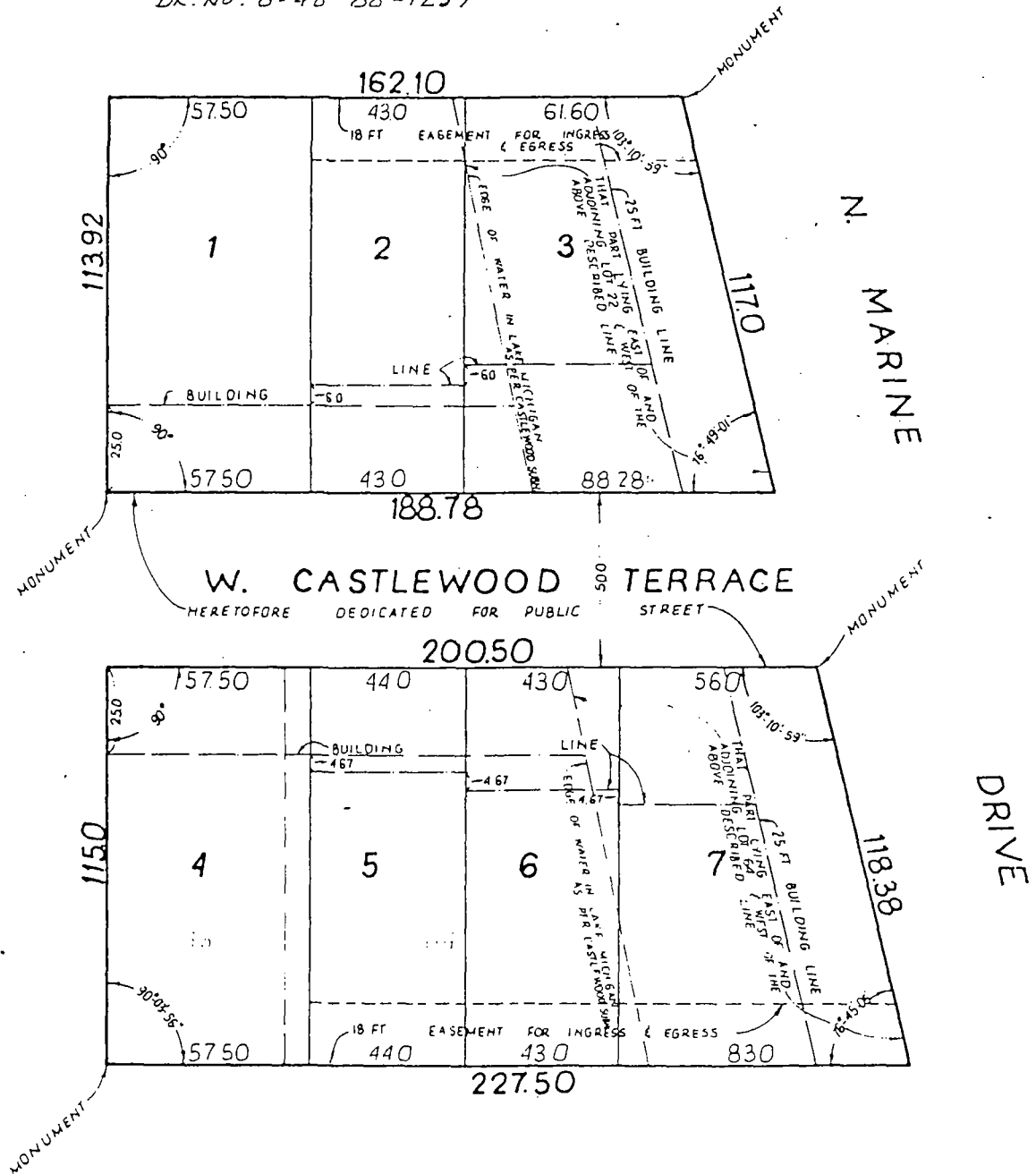
The south 11.0 feet of Lots 38 to 47, both inclusive, in Subdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian;

(Continued on page 15430)

E. RAAP RESUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DR. NO. 8-48-88-1237



(Continued from page 15428)

Also

That part of Lot 165 lying easterly of a line drawn from a point on the westerly line of Lot 165 which is 6.00 feet southwesterly of the northwest corner of Lot 165 to a point on the east line of Lot 165 which is 42.635 feet south of the northeast corner of Lot 165 all in Subdivision of Block 6 aforementioned;

Also

That part of Lots 48 and 49 described as follows: beginning at the northwest corner of Lot 49; thence south along the west line of Lot 49 a distance of 20.00 feet; thence east parallel with the north line of Lot 49 a distance of 88.056 feet; thence southeasterly a distance of 37.28 feet to a point on the east line of Lot 48 which is 132.038 feet north of the southeast corner of Lot 43 (as measured along the east line of Lots 43 and 48); thence north along the east line of Lots 48 and 49 a distance of 20.297 feet; thence northwesterly a distance of 35.52 feet to a point on the north line of Lot 49; thence west on the north line of Lot 49 to the Place of Beginning; all in Subdivision of Block 6 aforementioned;

Also

That part of Lots 36 and 37 described as follows: Beginning at the point of intersection of the east line of Lot 37 and a line which is 124.75 feet north of and parallel with the south line of Lots 38 to 42, both inclusive; thence north along the east line of Lots 37 and 36, a distance of 25.48 feet; thence west parallel to the south line of Lots 38 to 42, both inclusive, to the west line of Lot 36; thence south along the west line of Lots 36 and 37, a distance of 21.371 feet; thence southeasterly a distance of 24.807 feet to the point of intersection with a line 124.75 feet north of and parallel with the south line of Lots 38 to 42, both inclusive; thence east on said last described parallel line to the Point of Beginning; all in Subdivision of Block 6 aforementioned;

SECTION 2. The City of Chicago (Department of Housing) shall file or cause to be filed in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

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

[Drawing attached to this ordinance printed on
page 15432 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was Passed by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

ACCEPTANCE OF QUITCLAIM DEED FOR PORTION OF
NORTH HARLEM AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The accompanying deed to the City of Chicago, provides for the conveyance of the east 33 feet of North Harlem Avenue in connection with the property located at 3115-3125 North Harlem Avenue; and

WHEREAS, Said deed is required for the issuance of a building permit for the above cited property; now, therefore,

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

SECTION 1. That the accompanying deed from James Desnick to the City of Chicago for public street (North Harlem Avenue) be accepted by the City of Chicago:

The west 33.0 feet of the following: north 127.06 feet of the west 342.84 feet (except the north 31.75 feet of the east 168.76 feet and the east 184.77 feet of the south 95.31 feet thereof) of the south 5 acres of the north 10 acres of the west 1/2 of the northwest 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(Continued on page 15433)

(Continued from page 15431)

SECTION 2. The Department of Public Works, Bureau of Maps and Plats is hereby authorized and directed to file for record in the Office of Recorder of Deeds of Cook County, Illinois, the accompanying deed.

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

[Quitclaim Deed attached to this ordinance printed
on page 15434 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

EXECUTION OF RELEASE AGREEMENT FOR STREETCAR EASEMENT
AND GRANT OF REPLACEMENT EASEMENT FOR
WEST LOOP PEDESTRIANWAY
PROJECT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 8, 1988.

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 310 S. Canal Development, an agreement is to release and terminate an existing Streetcar Terminal easement and another agreement to grant to City a replacement easement.

(Continued on page 15435)

GEORGE E. COLE,
LEGAL FORMS

NO. 823
April, 1980

QUIT CLAIM DEED
Statutory (ILLINOIS)
(Individual to Corporation)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTOR, JAMES DESNICK,

of the City of Highland Park County of Lake
State of Illinois for the consideration of
Ten and no/100 DOLLARS,
(\$10.00) in hand paid,
CONVEYS and QUIT CLAIM \$ to

THE CITY OF CHICAGO, a municipality
and body politic

(The Above Space For Recorder's Use Only)

~~a corporation~~ organized and existing under and by virtue of the laws of the State of Illinois
having its principal office at the following address 121 North LaSalle Street, Chicago,
Illinois 60602 all interest in the following described Real Estate situated in the County of
Cook and State of Illinois, to wit:

THE WEST 33.0 FEET OF THE FOLLOWING: NORTH 127.06 FEET OF THE WEST 342.84 FEET
(EXCEPT THE NORTH 31.75 FEET OF THE EAST 168.76 FEET AND THE EAST 184.77 FEET OF
THE SOUTH 95.31 FEET THEREOF) OF THE SOUTH 5 ACRES OF THE NORTH 10 ACRES OF THE
WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3115-3125 North Harlem Avenue, Chicago, Illinois
Permanent Index No.: 13-30-100-022

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the
State of Illinois.

(Continued from page 15433)

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,
(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a municipal corporation and a home rule government under Article VII, Section 6A, of the 1970 Constitution of the State of Illinois ("City"); and

WHEREAS, American National Bank ("Trustee"), not personally but as Trustee, shall be the owner of certain real property bounded by West Jackson Boulevard on the north, West Van Buren Street on the south, South Canal Street on the east and South Clinton Street on the west ("Property"); and

WHEREAS, The Heartland/Baryl Joint Venture ("Owner"), established under the laws of the State of Illinois, shall be the owner of the entire beneficial interest under that certain Trust Agreement with the Trustee; and

WHEREAS, The City was previously granted a perpetual easement ("Streetcar Easement") for the use and maintenance of a public way on a portion of the Property that was formerly a streetcar tunnel, which easement was granted by that certain Grant of Easement, dated February 26, 1973, made by the Chicago Transit Authority, a municipal corporation, in favor of the City and recorded with the Recorder of Deeds of Cook County, Illinois, as Document No. 22259210; and

WHEREAS, Trustee and Owner (hereinafter collectively referred to as "Grantor"), desire the vacation and termination of the Streetcar Easement so as to facilitate the construction of a multi-level parking garage; and

WHEREAS, Grantor desires to grant to the City a substitute easement ("Replacement Easement") under the east portion of the Property which would provide controlled pedestrian access to the proposed West Loop Pedestrian Project; and

WHEREAS, The City has determined that the public interest will be served by both the vacation and termination of the Streetcar Easement and the corresponding relief from the further burden and responsibility of maintaining the Streetcar Easement and the use of the Replacement Easement for the proposed West Loop Pedestrianway Project; and

WHEREAS, The City desires to accept the Replacement Easement; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated and made a part of this ordinance as if fully set forth herein.

SECTION 2. The City Council of the City of Chicago hereby authorizes and approves the vacation and termination of the Streetcar Easement, and the Mayor is hereby authorized to execute, and the City Clerk to attest, a Release Agreement between Grantor and the City substantially in the form attached hereto as Exhibit "A", subject to approval by the Corporation Counsel as to form and legality and subject further to the granting of the Replacement Easement to the City by Grantor.

SECTION 3. The City Council further authorizes and approves the acceptance of the Replacement Easement, and the Mayor is hereby authorized to execute, and the City Clerk to attest, an Easement Agreement between Grantor and the City substantially in the form attached hereto as Exhibit "B", subject to approval by the Corporation Counsel as to form and legality.

SECTION 4. The Commissioner of the Department of Public Works is further authorized to execute such other documents as may be reasonably necessary to effectuate the intent of this ordinance.

SECTION 5. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" (Release Agreement) and Exhibit "B" (Easement Agreement) attached to this ordinance read as follows:

Exhibit "A".

Release Agreement.

This Release Agreement (the "Agreement") is made this ____ day of _____, 1988 among Heartland/Baryl Joint Venture, a joint venture established under the laws of the State of Illinois ("Heartland") _____ (the "Trustee")

not personally, but solely as Trustee under Trust Agreement dated _____ and known, as Trust No. _____ (the "Trust"), and the City of Chicago, a municipal corporation (the "City"). Heartland and Trustee are hereinafter referred to collectively as the "Owner".

Recitals:

A. Trustee holds fee title to a parcel of land situated in the City of Chicago, County of Cook and State of Illinois which is legally described in Exhibit "A" attached hereto and made a part hereof (the "Land").

B. Heartland is the owner of the entire beneficial interest in and power of direction over the Trust.

C. Pursuant to a certain Grant of Easement, dated February 26, 1973, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 22259270, the Chicago Transit Authority granted to the City a perpetual easement, for the use and maintenance as a public way, that portion of a former streetcar tunnel located under a portion of the Land (the "Streetcar Easement").

D. Pursuant to a certain Agreement, dated December 15, 1950, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 14989861, the City was granted a perpetual easement for the construction and reconstruction of a drainage easement under a part of the Land (the "Drainage Easement").

E. The Illinois Department of Transportation ("I.D.O.T.") maintains and repairs the existing facilities located in the Drainage Easement as an appurtenance to its jurisdiction over the comprehensive expressway system.

F. The Streetcar Easement and the Drainage Easement each pose potential obstacles to the Owner's proposal to develop the Land.

G. I.D.O.T. has issued its permit number 1-88-0495-MS E24 dated _____, 1988, a copy of which is attached hereto as Exhibit "B", granting permission to construct improvements within the area encumbered by the Drainage Easement.

H. In order to alleviate the obstacles to development arising from the Streetcar Easement, the City and Trustee desire by this Agreement to release, vacate and terminate the City's interest and rights in the Streetcar Easement.

I. In order to alleviate the obstacles to development arising from the Drainage Easement, the City desires by this Agreement to evidence its consent to the construction of certain improvements upon the surface and below the grade of that portion of the Land encumbered by the Drainage Easement.

Agreement.

Now, Therefore, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

1. Vacation Of The Streetcar Easement.

(a) The City hereby releases, waives, vacates and terminates the Streetcar Easement and quitclaims unto Owner any of the City's rights, title or interest therein, subject to the terms and conditions set forth herein.

(b) Trustee agrees to provide the City with a replacement easement (the "Replacement Easement") for the construction, maintenance and operation of a pedestrian walkway to connect with and form a part of the City's proposed West Loop Pedway System. The Replacement Easement shall be granted pursuant to a separate agreement, the form and substance of which shall be substantially as set forth in Exhibit "C" attached hereto (the "Replacement Easement Agreement").

Each party hereto shall look solely to the Replacement Easement Agreement for all of their respective rights and obligations with respect to the relocation of the Streetcar Easement referred to in this Section 1(b).

2. Drainage Easement.

(a) The City hereby grants permission to Owner and its nominees, successors, transferees and assigns to construct, reconstruct, alter, maintain and repair structures or other improvements (the "Improvements"), upon, above, or below that portion of the Land encumbered by the Drainage Easement, subject to the terms and conditions set forth herein. Owner shall, prior to the commencement of the construction of any Improvements, submit to the City's Department of Public Works ("D.P.W.") a set of final plans ("Plans") showing, among other things, the location and dimensions of the Improvements. Any comments to the Plans shall be made in writing and delivered to Owner within fifteen (15) business days after submission to D.P.W. If D.P.W. does not comment on the Plans within said fifteen (15) business day period the Plans shall be deemed approved by D.P.W.

(b) Any Improvements constructed by the Owner shall not preclude the City or I.D.O.T. from having reasonable access to that certain existing brick drainage line (the "Line") existing within the Drainage Easement and the City shall have such access to the Drainage Easement as shall be reasonably necessary to reconstruct, repair or maintain the Line. The City shall give the Owner thirty (30) days prior written notice of its intention to access the Line, except in the event of an emergency, and provided that the City conforms with the provision of Sections 2(c) and 2(d) below.

(c) The cost of any necessary excavation or other actions required by the City to gain access to the Line shall be borne by the City. Owner shall reimburse City for any additional costs to access the Line caused by the failure of the Improvements to substantially conform to the Plans. City shall fill and grade any area excavated during the course of the City's repairing, reconstructing or maintaining the Line and remove any debris upon completion of its work. Owner shall be responsible at its expense for the replacement or repair of any concrete slab or similar flooring that was required to be removed in order to access the Line. The City shall indemnify the Owner from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including without limitation, reasonable attorneys' fees and litigation costs) and for any loss of life, injury to persons or damage to property which is due to the performance of such work by City or its designee. The party performing said work shall cooperate with Owner in the defense of any such claims, demands or actions, including where appropriate the employment, at expense of said party, legal counsel reasonably satisfactory to Owner.

(d) In the event that the City requires access to the Land pursuant to subsection (b) above, it shall use its best efforts to minimize any interference with Owner's normal business operations upon, below or above the Land. The City shall not be liable to Owner for lost profits during the period of its entry onto the Land to reconstruct, repair or maintain the Line.

(e) In the event that any damage to the Line results directly from the construction, repair or maintenance by Owner of any Improvements upon the Land, Owner shall bear the cost of repairing and restoring the Line to the same condition as existed prior to such damage.

(f) The Owner of the Land hereby waives any right or cause of action against the City arising from any damage or loss caused by or resulting from the operation of the Line.

(g) In the event that the City and I.D.O.T. abandon the Line or the Drainage Easement or said easement is otherwise terminated, Owner shall be relieved of any and all obligations and liability created under this Section 2.

(h) In the event that the City conveys and quitclaims to I.D.O.T. or the State of Illinois all of its right, title and interest in and to the Drainage Easement, the agreements and obligations of the parties contained in this Section 2 shall from and after the effective date of such conveyance terminate and be of no further force or effect.

3. Notices.

All notices required hereunder shall be in writing and shall be deemed properly received if delivered in person or by registered or certified mail, return receipt requested, with postage prepaid to the following addresses (or such other parties or addresses as any party may subsequently designate):

If To City:

Commissioner of Public Works
City Hall
Room 406
121 North LaSalle Street
Chicago, Illinois 60602

and

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

If To Owner:

Attention: Trust Department

With Copies To:

Heartland/Baryl Joint Venture
2222 South Indiana Avenue
Chicago, Illinois 60616
Attention: Bud Firstenberger

Michael P. Morrison, Esq.
Hopkins & Sutter
Three First National Plaza
Suite 4300
Chicago, Illinois 60602

and

Stanton Schuman, Esq.
Foss, Schuman, Drake & Barnard
11 South LaSalle Street
Suite 1100
Chicago, Illinois 60603

4. Miscellaneous.

- (a) Each of the above Recitals are incorporated herein and expressly made a part hereof.
- (b) This Agreement and all provisions hereof shall extend to and be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors, assigns, beneficiaries, principals and transferees.
- (c) The paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.
- (d) This instrument shall be construed in accordance with the laws of the State of Illinois.

5. Trustee's Exculpation.

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Trustee are made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by Trustee or for the purpose or with the intention of binding Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as Trustee as aforesaid; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee or the instrument of said trust, on account of this settlement agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ of _____, a partner of the Heartland/Baryl Joint Venture, and _____, personally known to me to be the _____

of _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____,
1988.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State
aforesaid, Do Hereby Certify that _____ and _____
personally known to me to be the _____ and _____,
respectively, of _____ and personally known to me to be the same
persons whose names are subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that as such _____ and _____,
they signed and delivered the said instrument as of their own free and voluntary act and as
the free and voluntary act of said corporation, pursuant to authority given by said joint
venture for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____,
1988.

Notary Public

My Commission Expires:

[Note: Exhibit "B" (Easement Agreement) constitutes
Sub-Exhibit "C" to this Release Agreement.]

[Exhibit "B" attached to this Release Agreement printed
on pages 15444 through 15446 of
this Journal.]

Exhibit "A" attached to this Release Agreement reads as follows:

Exhibit "A".

Legal Description.

Lots 3 to 16 inclusive in Assessor's Division of Block 52 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, except therefrom that part of Lots 14 and 15 as follows:

Beginning at the southeasterly corner of said Lot 15; thence west along the south line of said Lot 15, a distance of 56.00 feet; thence northeasterly along a straight line to a point on the east line of said Lot 14 which point is 7.35 feet south of the north line of said Lot 14; thence south along the east line of said Lots 14 and 15 to the point of beginning, in Cook County, Illinois.

Containing 108,674 square feet (2.495 acres) of land, more or less.

Exhibit "B".

Easement Agreement.

This Easement Agreement is made as of this _____ day of _____, 1988, by and among Heartland/Baryl Joint Venture ("Heartland"), joint venture established under the laws of the State of Illinois and _____

(Continued on page 15447)



Illinois Department
of Transportation

EXHIBIT "B"

Highway Permit

Heartland Development Company
c/o Hopkins & Sutter 3 First National Plaza
District Serial No. 1-88-0495 MS E2
WHEREAS, I (We) _____
(Name of Applicant) (Mailing Address)
Chicago Illinois 60602, hereinafter termed the Applicant,
(City) (State)
request permission and authority to do certain work herein described on the right-of-way of the State highway
known as _____ Route FAI90/94 Section 0101.6-2P from Station _____ to Station _____
_____ County. The work is described in detail on the attached sketch and/or as follows:

SEE PAGES ATTACHED HERETO AND MADE A PART OF THIS PERMIT

It is understood that the work authorized by this permit shall be completed within 180 Days after the date this permit is approved, otherwise the permit becomes null and void.

This permit is subject to the conditions and restrictions printed on the reverse side of this sheet.

This permit is hereby accepted and its provisions agreed to this _____ day of _____
19 ____
Signed X _____
Applicant
Witness _____
Mailing Address _____
City _____ State _____
Mailing Address _____
City _____ State _____

SIGN AND RETURN TO: District Engineer 201 West Center Court, Schaumburg 60196, Illinois

Approved this _____ day of _____ 19 ____

DEPARTMENT OF TRANSPORTATION

BY: _____

District Serial Number: 1-88-0495 MS E24 JG
FAI 90/94 0101.6-2P C-00684

Applicant: Heartland Development Company, c/o Hopkins & Sutter

This permit authorizes the location, construction, operation and maintenance of a parking structure over and above the existing State storm sewer located in an 8 foot wide easement lying between Canal Street and Clinton Street approximately 170 feet north of the north line of Van Buren Street subject to the following conditions and restrictions:

1. Prior to the beginning of construction, a visual inspection of the existing sewer shall be performed by the Applicant's structural engineer in concert with a representative of the Illinois Department of Transportation. A detailed, sealed report of this inspection shall be presented to this Department within thirty days thereof.
2. Any defects found to exist in the sewer shall be repaired by the Applicant, to the satisfaction of this Department, prior to commencement of work.
3. Construction proposed in the vicinity of the easement shall include placement of caissons no closer than 5 feet from the existing sewer to the north or south. A transfer girder on these caissons shall support the grade beams, floor slab and column line directly above the sewer. The bottom of the transfer girder shall be no less than 5 feet above the top of the sewer.
4. Upon completion of construction, another inspection shall be performed and conditions certified as in paragraphs 1 and 2 above.
5. Upon acceptance of the construction by this Department, the Applicant, his successors or assigns, agree to guarantee free access to the easement area and sewer for purposes of inspection and/or repair. A minimum of 8 feet of clear headroom shall be provided to facilitate the use of power equipment for excavation. Any costs, over and above those considered normal, imposed by the presence of the concrete slab and parking structure shall be borne by the Applicant, his successors or assigns, as determined by this Department.
6. In accepting this authority, the Applicant, his successors or assigns agrees to save harmless the State of Illinois and its duly appointed agents and employees against any action for personal injury or property damage which may occur due to the existence of the referenced storm sewer and/or the need to maintain same in good working order.

All to serve the 310 South Canal Development in Chicago, Illinois.

The above described installation and appurtenant structures thereto shall adhere in every detail to the marked and approved plan of record identified as Fujikawa, Johnson and Associates, Inc. - 310 South Canal Development--Sheets DSK60 and 61 - Rev. 1 dated April 27, 1988, attached hereto and made a part hereof.

The Applicant shall be responsible for ascertaining the correct location of property lines in connection with this permit.

The existing drainage of the highway must be preserved.

State Field Engineer James Graziano At 705-4131 Must Be Notified 72 Hours In Advance Of All Phases Of Construction.

The latest edition of the State Standard Specifications for Road and Bridge Construction, and amendments thereto, as they relate to the construction practice and quality of workmanship and materials, shall apply to this work except when modified by conditions, restrictions, and special provisions outlined in the attached Permit Specifications.

A satisfactory executed bond has been submitted to insure fulfillment of the obligations assumed under this permit.

The Applicant shall assume all liability for interference with existing utilities in, along, or upon said highway.

Signs or other advertising media placed by the Applicant, his successors or assigns, shall not encroach upon nor overhang the State right of way.

After completion of the work, the line and grade of shoulders and ditches shall be restored to a condition equal to that existing before commencement of the work.

State right of way shall be graded and seeded, or sodded in accordance with any verbal instructions issued by State representatives.

The work authorized herein is subject to municipal and county requirements when not conflicting with Departmental minimum requirements.

(Continued from page 15443)

("Trustee"), not personally, but as Trustee under Trust Agreement dated _____, 19____ and known as Trust No. _____ (the "Trust") (Heartland and Trustee are hereinafter sometimes referred to collectively as the "Grantor"), and City of Chicago, a municipal corporation (hereinafter referred to as "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Trustee holds fee title to that certain parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Heartland is the owner of the entire beneficial interest in and power of direction over the Trust.

C. Grantee was previously granted a perpetual easement for the use and maintenance of a public way under a portion of the Property that was formerly a streetcar tunnel, which easement was evidenced by that certain Grant of Easement dated February 26, 1973 made by Chicago Transit Authority, a municipal corporation, in favor of Grantee and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 22259270 (the "Streetcar Easement").

D. Grantor proposes to build certain improvements on the Property (the "Development").

E. To facilitate the construction of the Development, Grantee agreed to release and vacate the Streetcar Easement on the condition that a replacement easement, covenant or other appropriate instrument be subsequently filed and recorded with the Office of the Recorder of Deeds of Cook County. To evidence said agreement, the Grantor and Grantee entered into that certain Release Agreement dated _____, 1988 and recorded with the Office of the Recorder of Deeds of Cook County as Document No. _____ (the "Release Agreement"), whereby Grantee released and vacated the Streetcar Easement.

F. Grantor wishes to grant, and Grantee wishes to receive, pursuant to the terms and conditions herein provided, a non-exclusive easement (subject to the rights reserved by Grantee pursuant to paragraph 6 hereof) horizontally and vertically under and across a portion of the Property for the construction, maintenance, repair, reconstruction and operation of a pedestrian walkway providing "controlled pedestrian access" (as that term is hereinafter defined) to the Completed Pedestrian Walkway System (as that term is defined in paragraph 5 hereof).

Now, Therefore, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of the aforesaid recital paragraphs are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. Grantor hereby grants, gives and conveys to Grantee for the purposes herein stated and for no other purpose a subsurface easement (the "Pedway Easement Premises") lying below a horizontal plane the elevation of which is _____ Chicago City Datum under that portion of the Property cross hatched on Exhibit "B" attached hereto and made a part hereof for the location, construction, maintenance, repair and operation of the Grantee Improvements (as hereinafter defined) to permit "controlled pedestrian access" to the Completed Pedestrian Walkway System; provided that upon completion of the Grantee Improvements, Grantee may use the Pedway Easement Premises for purposes incidental to and consistent with the use of the Pedway Easement Premises for controlled pedestrian access, including the installation of electrical and fiber optics conduit and the development of commercial/retail uses within that portion of the public way adjacent to the Pedway Easement Premises. Grantor further grants, gives and conveys to Grantee an easement (the "Construction Easement Premises") across the surface of that portion of the Property cross hatched on Exhibit "B" for the construction, maintenance and repair of the Grantee Improvements. The parties hereto acknowledge that while this Section 2 and Exhibit "B" set forth the limits of the Pedway Easement Premises, the exact location of the Pedway Easement Premises cannot be described at this time. The exact location of the Pedway Easement Premises will be fixed and described upon completion of the Grantee Improvements and the Grantor Lobby Improvements (as hereinafter defined). The Grantee Improvements shall be constructed in accordance with plans and specifications consistent with the plans and specifications for the Completed Pedestrian Walkway System. Upon completion of construction of the Grantee Improvements and the Grantor Lobby Improvements within the boundaries of the Pedway Easement Premises, the definition of Pedway Easement Premises hereunder shall be established by the locations of the outer walls of said completed Grantee Improvements and the Grantor Lobby Improvements and the parties agree to execute all documents reasonably necessary to redefine and fix the location of the Pedway Easement Premises. For the purpose of establishing the exact location of the Pedway Easement Premises, Grantee shall provide, at its expense, "as built" surveys showing the locations of any Grantee Improvements constructed within the Pedway Easement Premises and the Grantor shall provide, at its expense, "as built" surveys showing the location of the Grantor Lobby Improvements. Grantee agrees to use its best efforts to minimize any disruption of Grantor's business during construction, maintenance and operation of any Grantee Improvements and during such construction to cooperate with Grantor in maintaining reasonable access to the Property from Canal Street. Except in the case of emergencies, Grantee shall send written notice to Grantor of Grantee's intention to construct any improvements in or otherwise use the Easement Premises, which notice shall describe the nature and duration of the intended use, construction, maintenance or repair work and the dates and times that Grantee shall utilize the Easement Premises for such purposes. Grantor reserves the right to relocate the Easement Premises pursuant to the terms of paragraph 6(c) hereof.

3. As part of its Development at the Property, Grantor at its sole expense shall, subject to the receipt of necessary permits and approvals and compliance with applicable Laws (as hereinafter defined), provide an elevator and stairway connection (the "Grantor Elevator Improvements") to the Pedway Easement Premises extending from grade level at Canal Street to the level of the Union Station Tunnel (as hereinafter defined) (the "Union Station

Tunnel") for the purpose of providing pedestrian access from the Pedway Easement Premises at the level of the Union Station Tunnel to Canal Street. The "Union Station Tunnel" shall mean the existing tunnel extending eastward from the east line of the Property under Canal Street to the commuter railroad tracks serving Chicago Union Station. Grantor gives, grants and conveys unto Grantee, subject to completion of the Grantor Improvements, the Grantee Improvements and the commencement of operation of the Completed Pedestrian Walkway System, a non-exclusive easement to use the Grantor Elevator Improvements for controlled pedestrian access to and from the Pedway Easement Premises to Canal Street. The design and construction of the Grantor Elevator Improvements shall be wholly within the discretion of the Grantor, provided that the Grantor covenants and agrees to utilize quality materials and workmanship in constructing the Grantor Elevator Improvements. Grantor shall have and retain the right to reasonably regulate the use of the Grantor Elevator Improvements to ensure the safety and security of the public and Grantor's tenants, contractors, invitees and guests and as may be reasonably necessary to comply with the requirements of lenders or insurers or any laws, regulations or rulings of any governmental or quasi-governmental authority. Grantor shall have the right to locate or relocate the Grantor Elevator Improvements at any time at Grantor's sole discretion, provided that when the Grantee Improvements are completed and the Completed Pedestrian Walkway System becomes operational the Grantor shall use its best efforts to minimize any disruption in the operation of the Completed Pedestrian Walkway System. Notwithstanding anything herein to the contrary contained, if the Grantee Improvements are not completed and the Completed Pedestrian Walkway System is not operational within twenty (20) years of the date of this Agreement, the rights and obligations solely under this paragraph 3 shall expire and automatically terminate and be of no further force or effect. Nothing contained in this paragraph 3 shall be deemed to limit the present grant by Grantor to Grantee of the easement in the Pedway Easement Premises.

4. Grantor shall further, subject to the receipt of necessary permits and approvals and compliance with applicable Laws, as part of its Development at the Property, construct at its expense within the portion of Pedway Easement Premises identified on Exhibit "C" attached hereto and made a part hereof a concrete shell for a pedestrian lobby with minimum interior vertical dimension of _____ feet and a minimum interior horizontal dimension of _____ feet and appropriate electrical connections for the installation of light fixtures (the "Grantor Lobby Improvements") at the level of the Union Station Tunnel. The Grantor Lobby Improvements and the Grantor Elevator Improvements are hereinafter collectively referred to sometimes as the "Grantor Improvements". The Grantor Lobby Improvements shall provide potential access to the Union Station Tunnel, provided that the Grantee shall be and remain responsible for any necessary agreements with any owners of the Union Station Tunnel relative to accessing the Union Station Tunnel. From and after completion thereof, the Grantor Lobby Improvements shall be the property of Grantee without the need for the execution by Grantor of any further instrument of conveyance. The design and construction of the Grantor Lobby Improvements shall be wholly within the discretion of the Grantor, provided that the Grantor covenants and agrees to utilize quality materials and workmanship in constructing the Grantor Lobby Improvements. Until completion of the Grantor Lobby Improvements, Grantor shall have and retain the right to regulate the use of the Grantor Lobby Improvements. Grantor agrees that upon completion by Grantee of the Grantee Improvements, Grantor shall at its expense within a reasonable time (subject to force

majeure delays) install within the Grantor Lobby Improvements floor tile, light fixtures, fresh air vent, signage and wall finish comparable to that installed by Grantee in the Grantee Improvements. Grantor shall not be obligated to construct or install any other facilities, including, without limitation, facilities to provide heat or air conditioning within the Grantor Lobby Improvements.

5. For purposes of this Agreement, the term: (a) "Completed Pedestrian Walkway System" shall mean the proposed pedestrian walkway commonly known as the West Loop Pedestrianway Project and suitably constructed, operated and improved in keeping with similar walkways located in the City of Chicago to permit controlled pedestrian access during all seasons and extending to and from a point of access on the east line of the Property at South Canal Street to and from a point of access situated on the east side of the south branch of the Chicago River; and (b) "controlled pedestrian access" shall mean ingress and egress by human beings on foot on days and during the times of normal operation of the Completed Pedestrian Walkway System and as may be further limited and regulated under the terms of this Agreement and shall not be deemed to include: (i) any other form or method of transportation (including, without limitation, bicycles, tricycles, motorcycles, mopeds, unicycles, skateboards, automobiles or trucks) except for baby strollers and perambulators and wheelchairs or similar devices utilized by the handicapped, or (ii) any animals (including, without limitation, horses, cats or dogs) except for seeing-eye dogs.

6. Grantor reserves the following rights with respect to the Easement Premises so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the Easement Premises for the purposes herein granted:

- (a) The right to construct, maintain, alter, restore and repair improvements, including, without limitation, support columns and caissons (all in accordance with customary architectural and engineering practices), to the Property to the extent that such improvements are made directly to, on, through, around, under or over the Easement Premises and to the extent that the construction, maintenance, restoration and repair of the contemplated improvements on any portion of the Property requires the use of or access to the Easement Premises, provided that Grantor shall not unreasonably interfere with or obstruct the ability to utilize the Easement Premises for the purposes intended by this Agreement, and Grantor shall at its sole cost and expense repair, restore and replace any Grantee Improvements constructed by Grantee within the Easement Premises that are damaged as the result of actions by Grantor hereunder;
- (b) The right on behalf of itself and its employees and tenants and their respective invitees and contractors to use the Easement Premises for controlled pedestrian access and to grant utility or other easements over, upon and under the Easement Premises;
- (c) The right at any time and from time to time, if necessary to facilitate the construction of the Development, to relocate the Easement Premises or any

part thereof to a different portion of the Property, subject to the approval of Grantee, which approval Grantee may withhold only if the relocation shall materially alter the alignment and location of the Easement Premises in such a manner as to compromise the use of the Easement Premises for a pedestrian walkway. By no later than thirty (30) business days after receipt by Grantee of written notice from Grantor describing an intended relocation, Grantee shall deliver to Grantor in writing Grantee's approval of the relocation or Grantee's disapproval, which disapproval shall be accompanied by a written statement specifying the reasons therefor. Grantee's failure to respond within said thirty (30) business day period shall be deemed to mean that Grantee approves the relocation. Grantee shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish said relocation, including, without limitation, (i) the vacation of this Easement Agreement and the creation of a new easement agreement on the same terms as herein contained, but containing the description of the new Easement Premises, or (ii) the amendment of this Easement Agreement to substitute the description of the new Easement Premises. Grantor shall pay all filing and recording costs necessary to effectuate such change and any costs of removing and reconstructing any Grantee Improvements from the Easement Premises to the relocated easement; and

- (d) The right to interrupt the use of or close the Easement Premises in order to perform, complete or effectuate any of the matters set forth in this paragraph 6 provided, however, Grantor shall use its best efforts to perform, complete or effectuate such matters so as to reasonably minimize such interruption or closing. After the pedestrian walkway within the Easement Premises is opened for use by the public, Grantor shall (except in the case of emergencies) provide thirty (30) business days prior written notice to Grantee of Grantor's interruption of the use or closing of the Easement Premises as permitted under the terms of this paragraph 6(d).

7. Notwithstanding anything herein to the contrary, Grantee may, upon taking all precautions reasonably necessary to protect those persons then using the Pedway Easement Premises and the Property and any improvements thereon, bring mechanical equipment (including mobile equipment) within the Pedway Easement Premises which is reasonably necessary to construct, reconstruct or maintain the Grantee Improvements.

8. Grantee shall, subject to the receipt of necessary funding and approvals, be responsible, at its sole cost and expense, for the construction of an underground pedestrian walkway ("Grantee Improvements") within the Pedway Easement Premises which will, when completed, provide controlled pedestrian access from the westernmost terminus (extending under South Canal Street to the east line of the Property) of the Completed Pedestrian Walkway System to connect with the Grantor Improvements. The Grantee Improvements shall be consistent in scale, design and construction with the improvements comprising the Completed Pedestrian Walkway System.

9. Grantee or its designee shall be responsible for all security measures to be taken with respect to the Easement Premises and any Grantee Improvements constructed within the

Easement Premises. Grantee or its designee shall regulate the use and operation of the Grantee Improvements in a manner consistent with the regulation of the Completed Pedestrian Walkway System. Grantee or its designee shall maintain the temperature in the interior portions of Grantee Improvements at levels maintained in similar improvements located in the Chicago Metropolitan Area. The cost and expense of operating and maintaining the Grantee Improvements in good condition and repair shall be borne exclusively by Grantee or its designee. All contractors, subcontractors, materialmen and suppliers engaged by Grantee in connection with the construction of the Grantee Improvements shall be required, prior to providing any supplies or materials or performing any work, to agree in writing to look solely to Grantee for payment and not to impose, file, record or adjudicate any mechanic's or materialman's lien against Property or the Easement Premises. Grantee may, as an alternative to requiring the aforesaid no lien contracts from said contractors, subcontractors, materialmen and suppliers, provide completion, performance and payment bonds for the benefit of Grantor (and any lender having a collateral interest in the Property) with companies licensed and authorized to do business in Illinois and in amounts sufficient to ensure the completion of the Grantee Improvements and the payment of all contractors, subcontractors, materialmen and suppliers. Grantee further agrees not to cause, suffer or permit any lien or encumbrance against the Property or the Easement Premises and shall immediately cause any such lien to be removed and released of record. If the Grantee commences construction of the Grantee Improvements subsequent to or during construction by Grantor of the Development, Grantee shall take such affirmative steps as may be necessary to prevent interference with the support and foundation of the Development and shall comply with the Illinois Lateral Support Act (Ill. Rev. Stats. Ch. 111 1/2, ¶ 3301) and other applicable laws and ordinances.

10. Grantor and Grantee shall cooperate and coordinate each with the other in the design and construction of any improvements within the Easement Premises and each shall transmit to the other copies of all preliminary and final plans (and all amendments thereto) relating to any improvements to be located within the Easement Premises prior to the commencement of construction thereof.

11. Subject to the limitations on liability herein contained, all provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property, the Easement Premises or the Completed Pedestrian Walkway System. Each party agrees to give written notice to the other of any transfer or conveyance of its interest in either the Property, the Easement Premises or the Completed Pedestrian Walkway System.

12. Whenever a transfer of ownership of the Property, or any part thereof, takes place, liability hereunder of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor, and any such transferee shall automatically take subject to (subject to the limitations on liability herein contained) the burdens and obligations running hereunder to the owner of the parcel being transferred which shall accrue from and after the date of such transfer.

13.

- (a) Subject to the limitations of paragraph 25 below, Grantor assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the construction, maintenance, restoration or repair on the Easement Premises of any improvements by Grantor, its agents, employees, licensees, contractors, guests or invitees and those claiming through any of them (collectively, the "Grantor Group").
- (b) Subject to the limitations of paragraph 25 below, Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the construction, maintenance, restoration or repair on the Easement Premises of any Grantee Improvements by Grantee, its agents, employees, licensees, contractors, guests or invitees and those claiming through any of them (collectively, the "Grantee Group").

14. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its beneficiaries, employees, successors and assigns ("Grantor Indemnitees") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including without limitation, reasonable attorneys' fees and litigation costs incurred by Grantor Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property which is due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of the Easement Premises or any improvements thereto) by Grantee Group. Grantee shall cooperate with Grantor in the defense of any such claims, demands or action, including, where appropriate, the employment, at the expense of Grantee, of legal counsel satisfactory to Grantor.

15. Grantor hereby agrees to indemnify, defend and hold harmless the Grantee, its employees, successors and assigns ("Grantee Indemnitees") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by Grantee Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property which is due to the construction, maintenance, restoration or repair of any improvements within the Easement Premises by Grantor Group or to the relocation of any Grantee Improvements pursuant to paragraph 6 hereof. Grantor shall cooperate with Grantee in the defense of any such claims, demands or action, including, where appropriate, the employment, at the expense of Grantor, of legal counsel satisfactory to Grantee.

16. The easements granted herein shall in no event be deemed to be or construed as a dedication, and Grantee agrees to cooperate with Grantor and to do all things reasonably necessary in order to prevent such a dedication or the accrual of any rights in the public. The easement granted herein is in lieu of any other easement rights which Grantee may

have at law, in equity or by statute, and Grantee hereby waives any such rights it may have.

17. Grantee hereby agrees not to interfere with the use of any existing easement on, under, above or across the Property or the Easement Premises. Furthermore, Grantee hereby agrees not to interfere with the use of any easement hereafter granted on, under, above or across the Property or the Easement Premises or any other use of the Easement Premises so long as such easement or the use thereof does not materially interfere with Grantee's rights hereunder.

18. Grantor, at its sole cost and expense, shall, prior to constructing, removing, relocating, repairing, maintaining or reconstructing any improvements within the Easement Premises, purchase and maintain in full force and effect during the period that Grantor is engaged in such activities the following insurance, naming Grantee as an additional insured party:

a. Comprehensive General Public Liability Insurance (including, but not limited to, contractual insurance covering, without limitation, Grantor's indemnification obligations hereunder) in commercially reasonable amounts; and

b. If applicable, Worker's Compensation Insurance and Employer's Liability Insurance with limits of not less than \$500,000.00 in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any Employee Benefits Acts or other applicable statutes.

All policies of insurance to be maintained with companies licensed and authorized to do business in the State of Illinois and provided as required above in this paragraph 16: (i) shall be in form and amounts reasonably satisfactory to Grantee; and (ii) shall include a provision therein requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' written notice to Grantee. Grantor will deliver to Grantee evidence satisfactory to Grantee of all such insurance, including additional and renewal policies and, in case of insurance policies about to expire, Grantor will deliver renewal policies marked "Paid" no less than thirty (30) days prior to the respective dates of expiration. Grantee is self-insured, and Grantor acknowledges that so long as the City of Chicago is the owner of the Easement Premises such self-insurance by Grantee is acceptable to Grantor. In the event that the rights of the City of Chicago in and to the Easement Premises are transferred or assigned to another person, such transferee or assignee shall be required to provide insurance with companies and in form and content acceptable to Grantor.

19. All construction, maintenance, alteration, restoration and repair of improvements on the Easement Premises shall comply with applicable laws, statutes, building codes and regulations of general application (collectively "Laws"). This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections or approvals in order to construct, maintain, alter, restore or repair the improvements to the Easement Premises contemplated herein.

20. Any breach or failure of any party hereto to fulfill its duties and obligations under this Agreement, if such breach or failure shall continue (except that any such breach or failure that is of an emergency nature exposing risk of injury to persons or damage to property shall be remedied immediately) for thirty (30) days after written notice thereof by the party to whom such duty or obligation was made, shall give the party to whom such duty or obligation was made the right to pursue any right or remedy at law or in equity. Notwithstanding the foregoing, if any such breach or failure (not of an emergency nature) is of a nature that it cannot reasonably be corrected within thirty (30) days, said thirty (30) day period shall be extended for a period reasonably necessary to complete performance if, within said thirty (30) day period, performance has commenced and completion is diligently being pursued.

21. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those herein expressed. The term "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees, beneficiaries, and assigns of such parties and their respective successors, grantees and assigns.

22. Grantor represents and warrants that: (a) Grantor is the owner of fee simple title to the Property; and (b) Grantor has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and all formal requirements necessary or required by any statutes, laws, articles of incorporation, bylaws or partnership agreements for it to enter into this Agreement have been fully complied with.

23. Grantor and Grantee agree: (a) to promptly execute and deliver supplements or amendments to this Agreement to reflect the precise location of the Easement Premises as such location may be relocated from time to time in accordance with the provisions of paragraphs 2 and 6(c) hereof; and (b) to cooperate with each other to effect any modification, amendment or supplement to this Agreement as may be reasonably requested by any lender providing financing for the acquisition of the Property, or any part thereof, or for the construction, maintenance, alteration, restoration or repair of any improvements made to the Property, or any part thereof, or for the refinancing of any of the foregoing, so long as such modifications, amendments or supplements do not materially and adversely affect the duties, obligations, rights and privileges imposed upon or inuring to the benefit of Grantor and Grantee hereunder.

24. All notices and other communications given pursuant to this Easement Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as follows:

(a) If To Grantor:

(b) With Copies To:

Stanton Schuman, Esq.
Foss, Schuman, Drake & Barnard
11 South LaSalle Street
Suite 1100
Chicago, Illinois 60603

Michael P. Morrison, Esq.
Hopkins & Sutter
3 First National Plaza
Suite 4200
Chicago, Illinois 60602

(c) If To Grantee:

Commissioner of Public Works
City Hall
121 North LaSalle Street
Room 406
Chicago, Illinois 60602

and

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

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

25. All indemnification provided for in this Easement Agreement shall not include indemnification for the negligence of the respective indemnitees or actions which would otherwise make the indemnification void pursuant to Section 61 of Chapter 29 of the Illinois Revised Statutes or any other Illinois law.

26. For purposes of this paragraph 26, the term "beneficiary" shall be deemed to include the owner or owners of the beneficial interest of any land trust that owns fee simple title to the Property, or any part thereof. Notwithstanding anything herein to the contrary, each and all of the representations, covenants, undertakings, indemnities and agreements herein made on the part of Grantor, while in form purporting to be the representations, covenants, undertakings, indemnities and agreements of Grantor are nevertheless each and every one of them made and intended, not as personal representations, covenants, undertakings, indemnities and agreements by Grantor or the beneficiary of the Trust or for the purpose or with the intention of binding Grantor or the beneficiary of the Trust personally, but are made and intended for the purpose of subjecting the title holding interests and the trust estates under Trust to the terms of this instrument and for no other

purposes whatsoever, and in case of default hereunder by Grantor (or default through, under or by the beneficiary of the Trust, or any of the agents or representatives of said beneficiary), Grantee shall look solely to the title holding interests and the trust estates under Trust and this instrument is executed and delivered by Trust not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that the Grantor and the Trust shall have no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained and no liability or duty shall rest upon Grantor to sequester the trust estates or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, or shall at any time be asserted or enforceable against, Grantor, or against the beneficiary of the Trust on account of this instrument or on account of any representation, covenant, undertaking, indemnity or agreement of Grantor in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Grantee.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[illegible]

I, _____, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ of Heartland/Baryl Joint Venture and _____, personally known to me to be the _____ of the Heartland/Baryl Joint Venture, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and _____, they signed and delivered the said instrument as their free and voluntary act and the free and voluntary act of the Heartland/Baryl Joint Venture, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____,
1988.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that _____, _____ of _____, known to me to be acting not personally, but as Trustee under Trust Agreement dated _____, 19____ and known as Trust No. _____ and _____, Secretary of said Trust Company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Secretary then and there acknowledged that he, as custodian of the corporation seal of said Trust Company, did affix the corporate seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 1988.

Notary Public

My Commission Expires:

[Exhibits "B" and "C" attached to this Easement Agreement printed
on pages 15460 through 15461 of this Journal.]

Exhibit "A" attached to this Easement Agreement reads as follows:

Exhibit "A".

Legal Description.

Lots 3 to 16 inclusive in Assessor's Division of Block 52 in School Section Addition to Chicago in Section 39 north, Range 14 east of the Third Principal Meridian, except therefrom that part of Lots 14 and 15 as follows:

Beginning at the southeasterly corner of said Lot 15; thence west along the south line of said Lot 15, a distance of 56.00 feet; thence northeasterly along a straight line to a point on the east line of said Lot 14 which point is 7.35 feet south of the north line of said Lot 14; thence south along the east line of said Lots 14 and 15 to the point of beginning, in Cook County, Illinois.

Containing 108,674 square feet (2.495 acres) of land, more or less.

Address: 310 South Canal Street
Chicago, Illinois

P.I.N.: 17-16-120-003
17-16-120-004
17-16-120-005
17-16-120-006
17-16-120-007
17-16-120-014

PORTION OF WEST 27TH STREET DESIGNATED
AS "ROSE MC KINLEY PLACE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

(Continued on page 15462)

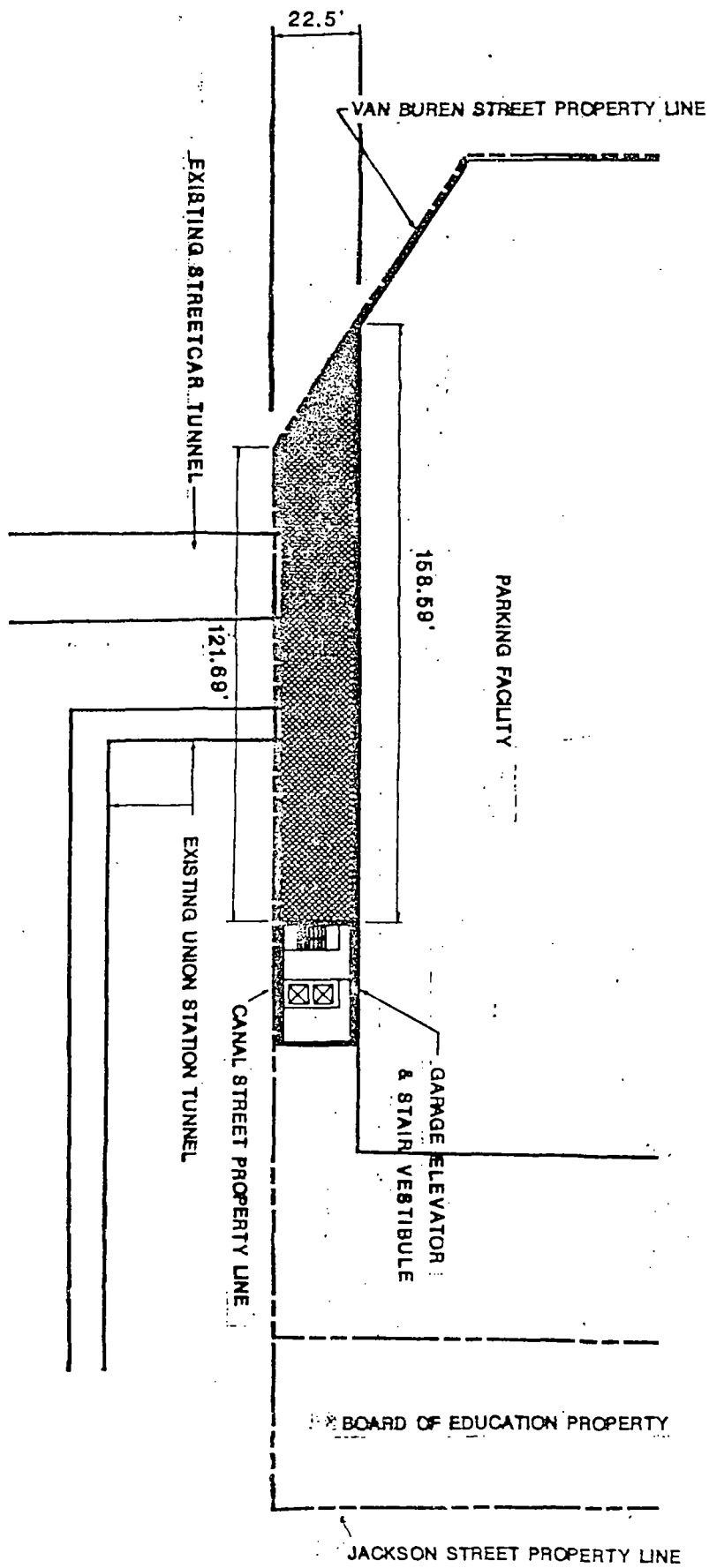


EXHIBIT "B"

MAY 31, 1988



NORTH

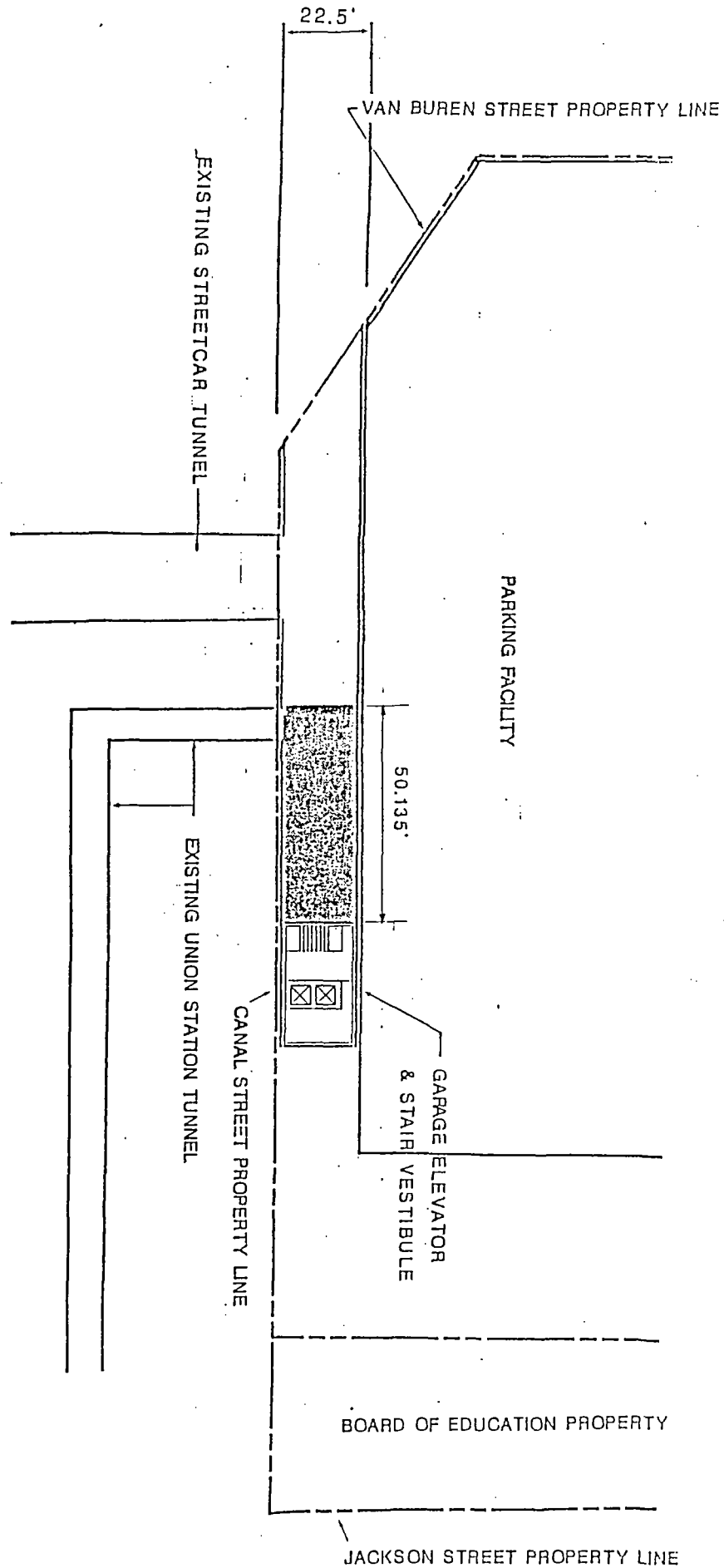


EXHIBIT "C"

⊕ NORTH
MAY 31, 1988

(Continued from page 15459)

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

SECTION 1. That West 27th Street between South State Street and South Federal Street is hereby honorarily designated "Rose McKinley Place".

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

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

PORTION OF EAST 38TH STREET DESIGNATED
AS "CARRIE TATE PLACE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That East 38th Street between South Dr. Martin Luther King, Jr. Drive and South Indiana Avenue is hereby honorarily designated "Carrie Tate Place".

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

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

PORTION OF SOUTH INDEPENDENCE BOULEVARD DESIGNATED
AS "MAYOR HAROLD WASHINGTON BOULEVARD".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, June 28, 1988.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an ordinance (referred on May 25, 1988) designating a portion of Independence Boulevard be given the honorary street name of "Mayor Harold Washington Boulevard", begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,
(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

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

SECTION 1. That the portion of South 600 to South 1400 on Independence Boulevard be given the honorary name of "Mayor Harold Washington Boulevard".

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

EXEMPTION OF VARIOUS BUSINESSES FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY.

The Committee on Streets and Alleys, to which had been referred on April 27, 1988, two proposed ordinances and one proposed order exempting various businesses from the physical barrier requirement pertaining to alley accessibility, submitted separate reports recommending that the City Council pass said proposed ordinances and proposed order which were transmitted therewith.

On separate motions made by Alderman Levar, each of the said proposed ordinances and proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Said ordinances and order, as passed, read respectively as follows (the italic headings in each case not being a part of the ordinance or order):

Alliance Holiness Church Of Chicago.

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 parking facilities for Alliance Holiness Church of Chicago located at 4926 North Kimball Avenue.

Catholic Archdiocese Of Chicago/Saint Margaret Mary Church.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago the Commissioner of Public Works is hereby authorized and directed to exempt the Catholic Archdiocese of Chicago/Saint Margaret Mary Church, 2324 West Chase Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 7341 North Claremont Avenue.

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

Sports Awards Company.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Sports Awards Company, 4339--4355 North Milwaukee Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent to the above-named location.

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

ILLINOIS SCRAP PROCESSING, INCORPORATED EXEMPTED FROM
SET-BACK REQUIREMENTS AT NORTH TERMINATION OF
SOUTH KREITER AVENUE AND EAST
93RD COURT.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to exempt the Illinois Scrap Processing, Incorporated, 9331 South Ewing Avenue, from the provisions of the Municipal Code of Chicago concerning set- back requirements for a permit

for a driveway at the north termination of South Kreiter Avenue and the north line of East 93rd Court.

On motion of Alderman Levar, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

ERECTION OF TENT-TYPE OVERHEAD COVERING ON
PORTION OF NORTH WHIPPLE STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Northshore Eye Center, 3034 West Patterson Avenue, for the erection of a tent-type overhead covering in front of the entrance on the west side of North Whipple Street (only over the sidewalk) and would be in place from 1:00 P.M. to 7:30 P.M. from Friday, June 3 to Sunday, June 5, 1988, and will not interfere with pedestrian walk.

On motion of Alderman Levar, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

INSTALLATION OF FLAG POLES ON PUBLIC WAY IN
FRONT OF 900 NORTH MICHIGAN AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to JMB/Urban 900 Development Partners, Ltd. to install three flag poles on the public way in front of the building commonly known as 900 North Michigan Avenue, subject to the approval of plans, without fees, without compensation, and on the condition that the adjacent property owner(s) shall assume full responsibility for maintenance, and shall indemnify, insure and hold harmless the City of Chicago from all liability.

• On motion of Alderman Levar, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

ERECTION OF STEEL BARRICADES AT DEAD END OF
SOUTH AVENUE M NEAR ITS INTERSECTION
WITH WEST 131ST STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioners of the Department of Public Works and the Department of Streets and Sanitation take appropriate action to provide steel barricades at the dead end of South Avenue M north of the intersection of 131st Street and Avenue M. Said steel barricades are necessary to provide for the protection of the residential communities south of a wooded area.

On motion of Alderman Levar, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

REPEAL OF ORDINANCES AUTHORIZING ALLEY
IMPROVEMENTS BY SPECIAL ASSESSMENT
AT VARIOUS LOCATIONS.

The Committee on Streets and Alleys submitted separate reports recommending that the City Council pass two proposed ordinances repealing ordinances previously passed by the City Council on September 9, 1987 (C.J. pp. 3558--3559) concerning alley improvements by special assessment.

On separate motions made by Alderman Levar, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

*Alley Between East 78th Street, East 79th Street, South
Rhodes Avenue And South Eberhart Avenue.*

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

SECTION 1. That the ordinance entitled "An ordinance for grading, paving and otherwise improving the roadway of the alley between E. 78th Street, E. 79th Street, S. Rhodes Avenue and S. Eberhart Avenue, etc. in the City of Chicago" passed by the City

Council of the City of Chicago on the 9th day of September, 1987 (C.J. page 3558) and in force from and after the date of its passage, be and the same is repealed.

SECTION 2. That said ordinance shall be in full force and effect from and after the date of its passage.

*Alley Between Illinois Central Railroad, West 122nd Street,
South Harvard Avenue And South Stewart Avenue.*

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

SECTION 1. That the ordinance entitled "An ordinance for constructing tile pipe sewer with two (2) new concrete manholes and one (1) new concrete catchbasin complete--grading, paving and otherwise improving the roadway of the alley between Illinois Central Railroad, W. 122nd Street, S. Harvard Avenue and S. Stewart Avenue, etc. in the City of Chicago" passed by the City Council of the City of Chicago on the 9th day of September, 1987 (C.J. page 3559) and in force from and after the date of its passage, be and the same is repealed.

SECTION 2. That said ordinance shall be in full force and effect from and after the date of its passage.

BOARD OF LOCAL IMPROVEMENTS REQUESTED TO INSTITUTE
PROCEEDINGS FOR ALLEY IMPROVEMENTS AT
SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted separate reports recommending that the City Council pass forty-five proposed orders to institute the necessary proceedings for the paving of specified alleys.

On separate motions made by Alderman Levar, each of the said proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

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

*Alley Between East 78th, East 79th, South Saginaw
Avenue And South Marquette Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 78th, East 79th, South Saginaw and South Marquette.

*Alley Between East 79th Street, East 79th Place, South
Commercial Avenue And South Coles Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 79th Street, East 79th Place, South Commercial and South Coles.

*Alley Between East 79th, East 80th, South Escanaba
Avenue And South Exchange Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 79th, East 80th, South Escanaba and South Exchange.

*Alley Between East 79th, East 80th, South Colfax Avenue
And South Saginaw Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the

necessary proceedings for the paving with concrete, by special assessment, of the alley between East 79th, East 80th, South Colfax and South Saginaw.

*Alley Between East 80th, East 81st, South Coles
Avenue And South South Shore Drive.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 81st, South Coles and South South Shore Drive.

*Alley Between East 80th, East 81st, South Colfax
Avenue And South Saginaw Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 81st, South Colfax and South Saginaw.

*Alley Between East 80th, East 81st, South Kingston
Avenue And South Colfax Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 81st, South Kingston and South Colfax.

*Alley Between East 80th, East 81st, South Phillips
Avenue And South Essex Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the

necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 81st, South Phillips and South Essex.

*Alley Between East 80th, East 81st, South Essex Avenue
And South Kingston Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 81st, South Essex and South Kingston.

*Alley Between East 80th, East 81st, South Yates
Boulevard And South Phillips Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 81st, South Yates and South Phillips.

*Alley Between East 80th, East 83rd, South South Shore
Drive And South Coles Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 83rd, South South Shore Drive and South Coles.

*Alley Between East 80th, East 83rd, South Houston Avenue
And South Coles Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the

necessary proceedings for the paving with concrete, by special assessment, of the alley between East 80th, East 83rd, South Houston and South Coles.

*Alley Between East 81st, East 82nd, South Saginaw Avenue
And South Marquette Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 81st, East 82nd, South Saginaw and South Marquette.

*Alley Between East 81st, East 82nd, South Saginaw
Avenue and South Colfax Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 81st, East 82nd, South Saginaw and South Colfax.

*Alley Between East 81st, East 82nd, South Kingston
Avenue And South Colfax Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 81st, East 82nd, South Kingston and South Colfax.

*Alley Between East 82nd, East 83rd, South Burnham Avenue
And South Muskegon Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the

necessary proceedings for the paving with concrete, by special assessment, of the alley between East 82nd, East 83rd, South Burnham and South Muskegon.

*Alley Between East 82nd, East 83rd, South Exchange Avenue
And South Escanaba Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 82nd, East 83rd, South Exchange and South Escanaba.

*Alley Between East 82nd, East 83rd, South Muskegon Avenue
And South Escanaba Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 82nd, East 83rd, South Muskegon and South Escanaba.

*Alley Between East 82nd, East 83rd, South Kingston Avenue
And South Colfax Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 82nd, East 83rd, South Kingston and South Colfax.

*Alley Between East 82nd, East 83rd, South Marquette Avenue
And South Manistee Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 82nd, East 83rd, South Marquette and South Manistee.

*Alley Between East 83rd, East 84th, South Manistee Avenue And
South Burnham Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 83rd, East 84th, South Manistee and South Burnham.

*Alley Between East 83rd, East 84th, South Manistee Avenue And
South Marquette Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 83rd, East 84th, South Manistee and South Marquette.

*Alley Between East 83rd, East 84th, South Colfax Avenue And
South Kingston Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 83rd, East 84th, South Colfax and South Kingston.

*Alley Between East 83rd, East 86th, South Burnham Avenue And
South Muskegon Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 83rd, East 86th, South Burnham and South Muskegon.

*Alley Between East 85th, East 86th, South Yates Boulevard
And South Phillips Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 86th, South Yates and South Phillips.

*Alley Between East 85th, East 86th, South Exchange
Avenue And South Commercial Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 86th, South Exchange and South Commercial.

*Alley Between East 85th, East 86th, South Saginaw Avenue
And South Marquette Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 86th, South Saginaw and South Marquette.

*Alley Between East 85th, East 87th, South Marquette
Avenue And South Manistee Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 87th, South Marquette and South Manistee.

*Alley Between East 85th, East 87th, South Essex Avenue
And South Kingston Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 87th, South Essex and South Kingston.

*Alley Between East 85th, East 87th, South Essex Avenue
And South Phillips Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 87th, South Essex and South Phillips.

*Alley Between East 85th, East 87th, South Exchange Avenue
And South Escanaba Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 87th, South Exchange and South Escanaba.

*Alley Between East 85th, East 87th, South Colfax Avenue
And South Saginaw Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 87th, South Colfax and South Saginaw.

*Alley Between East 85th, East 87th, South Colfax Avenue
And South Kingston Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 85th, East 87th, South Colfax and South Kingston.

*Alley Between East 86th, East 87th, South Marquette Avenue
And South Saginaw Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 86th, East 87th, South Marquette and South Saginaw.

*Alley Between East 86th, East 87th, South Burnham Avenue
And South Manistee Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 86th, East 87th, South Burnham and South Manistee.

*Alley Between East 89th, East 90th, South Merrill Avenue
And South Paxton Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 89th, East 90th, South Merrill and South Paxton.

*Alley Between East 90th, East 91st, South Yates Boulevard
And South Phillips Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 90th, East 91st, South Yates and South Phillips.

*Alley Between East 91st, East 92nd, South Luella Avenue
And South Paxton Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 91st, East 92nd, South Luella and South Paxton.

*Alley Between East 91st, East 92nd, South Luella Avenue
And South Crandon Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 91st, East 92nd, South Luella and South Crandon.

*Alley Between East 91st, East 93rd, South Merrill Avenue
And South Paxton Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 91st, East 93rd, South Merrill and South Paxton.

*Alley Between East 91st, East 93rd, South Essex Avenue
And South Phillips Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 91st, East 93rd, South Essex and South Phillips.

*Alley Between East 91st, East 93rd, South Essex Avenue
And South Colfax Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 91st, East 93rd, South Essex and South Colfax.

*Alley Between East 92nd, East 93rd, South Essex Avenue
And South Kingston Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 92nd, East 93rd, South Essex and South Kingston.

*Alley Between East 92nd, East 93rd, South Yates Boulevard
And South Oglesby Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 92nd, East 93rd, South Yates and South Oglesby.

*Alley Between East 92nd, East 93rd, South Yates Boulevard
And South Phillips Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 92nd, East 93rd, South Yates and South Phillips.

AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS
BY SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred thirty proposed ordinances recommended by the Board of Local Improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing alley improvements by special assessment at sundry locations.

On separate motions made by Alderman Levar, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following are descriptive summaries of the said improvement ordinances as passed:

*Alleys Between West 34th Street, West 35th Street,
South Justine Street And South Ashland 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 alleys between West 34th Street, West 35th Street, South Justine Street and South Ashland Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 63rd Street, West 64th Street,
South Cicero Avenue And South La Crosse Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes complete 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 63rd Street, West 64th Street, South Cicero Avenue and South La Crosse Avenue; also that part of the east and west roadway from a line parallel with and eleven (11) feet east of the west line of South Cicero Avenue to the west line of South Cicero Avenue; also that part of the east and west roadway from a line parallel with and seventeen (17) feet west of the east line of South La Crosse Avenue to the east line of South La Crosse Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 64th Street, West 65th Street, South Cicero Avenue
And South La Crosse Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving roadway of the alley between West 64th Street, West 65th Street, South Cicero Avenue and South La Crosse Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West Marquette Road, West 68th Street,
South Bell Avenue And South Oakley 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 West Marquette Road, West 68th Street, South Bell Avenue and South Oakley 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 68th Street to the north line of West 68th 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 Bell Avenue to the west line of South Bell 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 Oakley Avenue to the east line of South Oakley Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 72nd Street, West 73rd Street, South
Oakley Avenue And South Claremont 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 72nd Street, West 73rd Street, South Oakley Avenue and South Claremont Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Bounded By West 79th Street (R.R. R.O.W.), West 80th
Street, South Kedzie Avenue And South Sawyer 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 north and south alley from the north line of West 80th Street to a point three hundred fifteen (315) feet north of the north line of West 80th Street in the block bounded by West 79th Street (R.R. R.O.W.), West 80th Street, South Kedzie Avenue and South Sawyer Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 80th Street to the north line of West 80th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 79th Street, East 80th Street, South
Blackstone Avenue And South Dante 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 79th Street, East 80th Street, South Blackstone Avenue and South Dante 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 East 80th Street to the north line of East 80th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 84th Street, East 85th Street,
South Constance Avenue And
South Cregier Avenue.*

An ordinance for constructing a ten (10) inch and a twelve (12) 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 84th Street, East 85th Street, South Constance Avenue and South Cregier 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 84th Street to the south line of East 84th 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 85th Street to the north line of East 85th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 85th Place, West 86th Street,
South Central Park Avenue And
South Lawndale 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 West 85th Place, West 86th Street, South Central Park Avenue and South Lawndale Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 86th Street, East 87th Street,
South Jeffery Boulevard And South
Euclid 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 86th Street, East 87th Street, South Jeffery Boulevard and South Euclid Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of East 86th Street to the south line of East 86th Street; also that part of the roadway from a line parallel with and nine (9) feet south of the north line of East 87th Street to the north line of East 87th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Bounded By East 87th Street, South South
Chicago Avenue And South Essex Avenue.*

An ordinance for the 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 87th Street, South South Chicago Avenue, South Essex Avenue (triangle); also that part of the roadway from a line parallel with and nineteen (19) feet north of the south line of East 87th Street to the south line of East 87th Street; also that part of the roadway from a line parallel with and twelve (12) feet southwesterly of the northeasterly line of South South Chicago Avenue to the northeasterly line of South South Chicago Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 89th Street, East 90th Street,
South Paxton Avenue And South
Merrill 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 89th Street, East 90th Street, South Paxton Avenue and South Merrill Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 99th Street, East 99th Place,
South Prairie Avenue And South
Indiana Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 99th Street, East 99th Place, South Prairie Avenue and South Indiana 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 99th Street to the south line of East 99th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 99th Street, West 100th Place,
South Malta Street And South
Charles 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 roadway of the alley between West 99th Street, West 100th Place, South Malta Street and South Charles Street; also that part of the north and south roadway from a line parallel with and twenty (20) feet north of the south line of West 99th Street; also that part of the north and south roadway from a line parallel with and eight (8) feet south of the north line of West 100th Place to the north line of West 100th Place; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 101st Street, West 102nd Street,
South Emerald Avenue And South
Halsted Street.*

An ordinance for constructing a ten and twelve inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete--grading, paving and otherwise improving the roadway of the alley between West 101st Street, West 102nd Street, South Emerald Avenue and South Halsted Street; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 101st Street to the south line of West 101st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 102nd Street to the north line of West 102nd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Bounded By West 102nd Street, West 103rd Street,
South LaSalle Street And South Wentworth Avenue.*

An ordinance for 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 West 102nd Street, West 103rd Street, South LaSalle Street and South Wentworth Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 103rd Street, West 103rd Place,
South Morgan Street And South Aberdeen Street.*

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 103rd Street, West 103rd Place, South Morgan Street and South Aberdeen 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 Morgan Street to the west line of South Morgan 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 Aberdeen Street to the east line of South Aberdeen Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 104th Street, West 105th Street,
South Troy Street And South Kedzie 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 West 104th Street, West 105th Street, South Troy Street and South Kedzie Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 111th Street, West 112th Street,
South Union Avenue And South Emerald 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 111th Street, West 112th Street, South Union Avenue and South Emerald Avenue; 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 112th Street to the north line of West 112th 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 Union Avenue to the west line of South Union Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 112th Place, West 113th Place, South
Laflin Street And South Ashland Avenue.*

An ordinance for 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 Laflin Street and South Ashland Avenue; also that part of the first east and west roadway south of West 112th Place from a line parallel with and eighteen (18) feet east of the west line of South Laflin Street to the west line of South Laflin Street; also that part of the second east and west roadway south of West 112th Place from a line parallel with and eighteen (18) feet east of the west line of South Laflin Street to the west line of South Laflin Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 121st Street, West 122nd Street, South
Normal Avenue And South Parnell 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 West 121st Street, West 122nd Street, South Normal Avenue and South Parnell Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 122nd Street to the north line of West 122nd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 122nd Street, West 123rd Street, South
Normal Avenue and South Parnell Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 122nd Street, West 123rd Street, South Normal Avenue and South Parnell Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 122nd Street to the south line of West 122nd Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 123rd Street to the north line of West 123rd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 122nd Street, West 123rd Street, South
Parnell Avenue And South Wallace Street.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 122nd Street, West 123rd Street, South Parnell Avenue and South Wallace 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 123rd Street to the north line of West 123rd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Bounded By West 124th Street, West 125th Street,
South State Street And South Perry Avenue.*

An ordinance for constructing a ten and twelve inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete--grading, paving and otherwise improving the first north and south alley west of South State Street from the south line of West 124th Street to a point one hundred sixty-seven (167) feet south of the south line of West 124th Street to the south line of West 124th Street in the block bounded by West 124th Street, West 125th Street, South State Street and South Perry Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 124th Street, West 125th Street,
South Wentworth Avenue And
South Yale Avenue.*

An ordinance for constructing a ten (10) inch tile and ductile iron 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 West 124th Street, West 125th Street, South Wentworth Avenue and South Yale Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Bounded By South Archer Avenue, West
55th Street (I.H.B. R.R. R.O.W.),
And South Menard 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 nineteen point four foot (19.4,) north and south alley roadway from the north line of West 55th Street to a point two hundred ninety-seven (297) feet north of the north line of West 55th Street, the center line being one hundred eighteen point eighty-four (118.84) feet east of the east line of South Menard Avenue; thence providing for paving a fifteen point four foot (15.4,) north and south alley roadway from the north line of the aforementioned north and south alley to a point one hundred sixty-five (165) feet north, the center line being one hundred thirty-three (133) feet east of the east line of South Menard Avenue; thence providing for paving a fifteen point four foot (15.4,) east and west alley roadway from the east line of South Menard Avenue to a point one hundred forty-one (141) feet east, the center line being four hundred sixty-three (463) feet north of the north line of West 55th Street produced east; also that part of the north and south roadway from a line parallel with and twelve (12) feet south of the north line of West 55th Street to the north line of West 55th Street; also that part of the east and west roadway from a line parallel with and ten (10) feet west of the east line of South Menard Avenue to the east line of South Menard Avenue, in the block bounded by South Archer Avenue, West 55th Street, I.H.B. R.R. R.O.W. and South Menard Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West Estes Avenue, West Greenleaf Avenue,
North Damen Avenue And North Ridge Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Estes Avenue, West Greenleaf Avenue, North Damen Avenue and North Ridge Avenue; also that part of the north and south roadway from a line parallel with and fourteen (14) feet south of the north line of West Greenleaf Avenue to the north line of West Greenleaf Avenue; also that part of the east and west roadway from a line parallel with and twenty-one (21) feet east of the west line of North Damen Avenue to the west line of North Damen Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between North Indian Road, West Huntington Street,
North Moody Avenue And North Melvina Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of north/south alley between North Indian Road, West Huntington Street, North Moody Avenue and North Melvina Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West Huntington Street to the north line of West Huntington Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West Madison Street, West Monroe Street,
South Franklin Street And South Wacker Drive.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new manhole adjusted and one (1) new catchbasin adjusted--grading, paving with ten (10) inches of portland cement concrete and otherwise improving the roadway of the alley between West Madison Street, West Monroe Street, South Franklin Street and South Wacker Drive; also that part of the east and west roadway from a line parallel with and twelve (12) feet east of the west line of South Franklin Street to the west line of South Franklin Street; also that part of the east and west roadway from a line parallel with and fifteen (15) feet west of the east line of South Wacker Drive to the east line of South Wacker Drive; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West Touhy Avenue, West Lunt Avenue,
North Overhill Avenue And North Ozark 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 Touhy Avenue, West Lunt Avenue, North Overhill Avenue and North Ozark Avenue; excepting therefrom all dedicated alley roadways from the south line of West Touhy Avenue to the north line of the first east and west alley north of West Lunt Avenue; also that part of the north and south roadway from a line parallel with and twenty (20) feet south of the north line of West Lunt Avenue to the north line of West Lunt Avenue; also that part of the east and west roadway from a line parallel with and twenty (20) feet east of the west line of

North Overhill Avenue to the west line of North Overhill Avenue; in the City of Chicago, County of Cook and State of Illinois.

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27
BY ADDING NEW SECTIONS 27-248.1 AND 27-311.1
RESTRICTING OPERATION OF VEHICLES ON
OR NEAR CHICAGO HOUSING
AUTHORITY PROPERTY.

The Committee on Streets and Alleys submitted a report recommending that the City Council re-refer to the Committee on Traffic Control and Safety a proposed ordinance amending Chapter 27 of the Municipal Code by inserting therein new sections to be known as Sections 27-248.1 and 27-311.1 which would restrict the operation of vehicles on or near Chicago Housing Authority property.

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Traffic Control and Safety* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 188,
SECTION 188-49 BY INCREASING PENALTY FINES
IMPOSED ON RAILROAD CORPORATIONS
WHOSE VEHICLES IMPEDE
TRAFFIC FLOW.

The Committee on Streets and Alleys submitted a report recommending that the City Council re-refer to the Committee on Local Transportation a proposed ordinance to amend Chapter 188, Section 188-49 of the Municipal Code by increasing the fines imposed on any railroad corporation permitting the operation of its trains, cars or locomotives in a manner which prevents access upon public streets for a period exceeding five minutes.

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Local Transportation* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION 27-367, BY INCREASING TOWING FEES FOR IMPOUNDED VEHICLES.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 22, 1988) proposed code amendment, to amend Chapter 27, Section 27-367 of the City of Chicago Municipal Code by increasing the towing fees for impounded vehicles, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

Alderman Stone moved to substitute the following for the said proposed substitute ordinance. The motion *Prevailed*.

The substitute proposed ordinance submitted by Alderman Stone reads as follows:

WHEREAS, It is desirable to achieve better compliance with ordinances and laws governing vehicular traffic and parking; and

WHEREAS, It is necessary that the City recover costs and expenses incurred in the removal, relocation and storage of illegally parked vehicles; now, therefore,

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

SECTION 1. Chapter 27, Section 27-367 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

27-367. (a) Before the owner or person entitled to possession of any legally impounded vehicle shall be permitted to remove *such vehicle* [the same] from the custody of the superintendent of police, he shall: furnish evidence of his identity and ownership of the vehicle [and] *or right of possession thereto*, [shall] sign a receipt for the vehicle, and [shall] pay a fee of [forty-five] *one hundred* dollars [for passenger vehicles of not more than seven passengers and sixty-seven dollars for trucks or commercial vehicles] *for vehicles having a gross weight not exceeding 8,000 pounds, and one hundred twenty-five dollars for vehicles having a gross weight exceeding 8,000 pounds*, to cover the cost of towing or removal to a vehicle pound or authorized garage. [, and in addition thereto, the cost of storage] *The owner or person entitled to possession shall also be required to pay a storage fee of five dollars per day [for passenger vehicles of not more than 7 passengers, and ten dollars per day for trucks or commercial vehicles.] for vehicles having a gross weight not exceeding 8,000 pounds, and fifteen dollars per day for vehicles having a gross weight exceeding 8,000 pounds.*

(b) *In lieu of payment of the above fee, the* [or said] owner or person entitled to possession may [(1)] *either*, without an immediate release of his vehicle, request a hearing be held within twenty-four hours or [(2)] *he may obtain an immediate release of his vehicle by requesting a hearing be held within seven days and by making a deposit of fifty dollars for vehicles having a gross weight not exceeding 8,000 pounds, and sixty-five dollars for vehicles having a gross weight exceeding 8,000 pounds, and by accepting and acknowledging receipt of summons and a copy of the complaint for the underlying violation, and by agreeing in writing that in the event of his failure to appear for the hearing, his deposit will be forfeited and the city may amend its complaint in the underlying violation case to seek the difference between forfeited deposit and the towing fee, in addition to any fine for the underlying offense.*

[(a)] (c) The hearing referred to [herein] *in subsection (b)* shall be conducted according to police regulations and shall determine the validity of the impounding of [said vehicles] *the vehicle* and any towing or storage charges.

SECTION 2. This ordinance shall be in full force and effect ten days after its passage and publication.

On motion of Alderman Laurino, the foregoing proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

COMMITTEE ON ZONING.

RECLASSIFICATION OF AREA SHOWN ON MAP NO. 1-F.

The Committee on Zoning submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the ordinance transmitted herewith (referred to the Committee on Zoning February 25, 1988). This amendment was heard by the Committee on Zoning June 7, 1988, and received the committee's approval for passage. However, it was omitted from the committee's report. The committee's June 7th, report was deferred and published and subsequently passed at the Council's June 22, 1988 meeting. Therefore, we request that the Council pass the ordinance transmitted herewith and that the President sign same and that the Clerk publish the passage of the ordinance.

Respectfully submitted,
(Signed) DANNY K. DAVIS,
Chairman.

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman-- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Alderman Davis then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 1:17 P.M.

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

West Illinois Street; North Orleans Street; West Hubbard Street; and a line 166 feet east of North Kingsbury Street, as measured along the north line of West Hubbard Street to West Illinois Street at a point 293 feet east of North Kingsbury Street as measured along the south line of West Illinois Street,

to those of an C3-6 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

JOINT COMMITTEE

COMMITTEE ON FINANCE.

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH CHICAGO FIRE FIGHTERS UNION,
LOCAL NUMBER TWO.

The Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Police, Fire and Municipal Institutions, submitted the following report:

CHICAGO, July 13, 1988.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Police and Fire, at a joint meeting, having had under consideration an ordinance authorizing the ratification and execution of a Collective Bargaining Agreement between the City of Chicago and the Chicago Fire Fighters Union, Local Number 2, of the International Association of Fire Fighters, A.F.L.-C.I.O.-C.L.C. 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) TIMOTHY C. EVANS,
Chairman.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- Alderman Bloom -- 1.

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 collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local Union No. 2 of the International Association of Fire Fighters, A.F.L.-C.I.O.-C.L.C., in the form attached hereto as Exhibit "A", is hereby ratified, and the officers and agents of the City of Chicago described in Section 20.5 of said agreement are hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

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

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

Exhibit "A"

Labor Agreement

Between

City Of Chicago

And

Chicago Fire Fighters Union, Local No. 2.

Labor Contract January 1, 1988 -- December 31, 1991.

Article I.

Preamble.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation, hereinafter referred to as the "Employer", and the Chicago Fire Fighters Union, Local No. 2 of the International Association of Fire Fighters, A.F.L.-C.I.O.-C.L.C., hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement, and to promote intra-departmental efficiency and effectiveness.

Article II.

Recognition.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the following employees, for the purpose of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment:

All full time uniformed members of the Chicago Fire Department below the ranks of Deputy District Chief and Assistant Chief Paramedic, excluding employees as specified in Appendix A. Such confidential employees shall be granted leaves from their bargaining unit assignments for the duration of their assignment as confidential employees, but shall be allowed to return to the bargaining unit after the termination of their assignment as confidential employees.

Article III.

Union Security.

Section 3.1 Maintenance Of Membership And Payroll Deductions.

A. Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in the Union during the term of this Agreement by the timely payment of uniform membership fees, dues and other financial obligations.

B. During the term of this Agreement the Employer agrees to deduct each pay day union dues and other financial obligations in the amount certified to be current by the Secretary-Treasurer of the Union from the pay of the employees who are members of the Union covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union no later than thirty-five (35) days after deduction is made by the Employer.

Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty days prior to the expiration date of the contract.

C. Should any employee covered by this Agreement, who is a member of the Union, become in arrears in his dues or other financial obligations to the Union, the Secretary-Treasurer of the Union shall so notify the Employer and the Employer shall immediately commence to treat any such employee as a fair share fee payer in accordance with Section 3.2.

Section 3.2 Fair Share Fee And Payroll Deductions.

Any present employee who is not a member of the Union and all employees hired on or after the effective date of this Agreement and who have not made application for membership shall, commencing thirty (30) days after their employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and conditions of employment.

It is further agreed that upon compliance by the Union with requirements set forth in the paragraph below, the Employer shall deduct from the earnings of present employees and newly-hired employees not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions (hereinafter the "fair share amount") from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and the pursuit of matters affecting wages, hours and other conditions of employment.

Before any fair share amounts are deducted from the wages of present employees or newly-hired employees, the Union shall submit the following to the Employer (i.e., to the person designated by the Employer) for its inspection: a copy of the notice the Union intends to distribute to non-member employees, which notice shall include: a) a summary of the major categories of Union expenses, together with an explanation of the formula for the calculation of the fair share fee; b) a statement that the summary has been verified by an independent auditor applying generally accepted accounting principles; c) a statement that a procedure exists by which fair share payers may challenge the amount of the fair share fee (which procedure shall include resolution of any challenges by an impartial decision-maker) and an explanation of said procedure(s); and d) a statement that there exists an escrow account into which contested fees will be placed while non-members' challenges are pending.

If the notice does not contain the above-stated categories of items, the Employer will notify the Union in writing within thirty (30) days of receipt and shall not make deductions for non-members until the Union furnishes a substituted notice, which upon Employer review satisfies the above-stated format. Employer shall notify the Union of its review in writing within fifteen (15) days of receipt of any substituted notice. The Union shall be

responsible for distribution of fair-share notices to non-members, including new hires, and the City will cause copies of the notice to be posted on employee bulletin boards at Chicago Fire Department facilities at which bargaining unit employees are regularly assigned. The fact of the publication of the notice will also be announced at a daily roll call on each of 3 successive days subsequent to the publication of the notice. The Employer shall not under any circumstances guarantee the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures, as reflected in the aforesaid notice.

Section 3.3 Indemnity.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

Section 3.4 Union Business Leaves.

A. Upon 30 days advance written notice the Employer agrees to grant a leave of absence for not more than three years without pay to not more than two employees who may be elected to a full-time Union position with the Local or International Union. While on such leave the employee shall not incur a break in continuous service. An employee on leave shall not be eligible for any other fringe benefits except for the specific pension provision applicable to the Union President under the State of Illinois Pension Code.

In addition to the foregoing, three employees covered by the Agreement shall, upon thirty (30) days written notice, be granted leave from their duties, but shall remain on the payroll, for the purpose of performing full-time duties on behalf of the Union. During such leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals; provided, however, that the Union shall reimburse the Employer in an amount equivalent to the salary and fringe benefits received by said employees on or before December 31 of each year, but provided that the Employer will remain responsible for its portion of the pension contribution.

B. Subject to the need for orderly scheduling and any emergency needs, and upon thirty (30) days advance written notice, the Employer agrees to release from work without loss of pay a maximum of 15 employees who are elected or appointed Union representatives to attend an annual state convention and an annual national convention of the Union for not more than five consecutive calendar days for each such convention.

C. Union officials or representatives shall receive paid time off to attend bargaining sessions, membership meetings or executive board meetings scheduled and conducted at reasonable times and intervals. However, if at those times the City is unable to obtain a relief man to cover for the Union official, the minimum manning provisions and the no acting out of classification provisions of the contract for no more than one man of that prescribed complement shall be waived.

The Union shall supply the Employee with a list containing the names, Union office, rank and permanent assignment of all Union officials and representatives. Prior to any scheduled bargaining session, membership meeting or executive board meeting, the Union shall notify the Fire Department Director of Personnel, in writing, of the names of its officials or representatives requiring paid time off, and the anticipated length of the scheduled session or meeting. Union officials or representatives receiving paid time off to attend the session or meeting must return to work at the conclusion of said session or meeting.

D. One person designated by the Union shall be released from work to attend sessions of the Illinois State Legislature as Legislative Representative under the following terms and conditions:

- (a) Said person must notify the Fire Commissioner or his designee, through channels, three (3) days in advance of his attendance at any such session.
- (b) Said person, upon request, shall promptly provide the Fire Commissioner with a report of the matters of interest considered by the legislature during the session attended.
- (c) If said person receives his authorized per diem allowance from the Union, his absence from work shall be without loss of pay.
- (d) The Union will provide the Fire Commissioner or his designee with satisfactory evidence concerning the payment of per diem allowance.

When needed, a second person designated by the Union shall be allowed to exchange work shifts and Daley Days to attend sessions of the Illinois State Legislature as Legislative Representative. Said person shall also comply with paragraphs (a) and (b) above, and shall further comply with the mechanics of Section 7.6C as it relates to the exchange of work shifts and Daley Days to the extent that 7.6C is not inconsistent with paragraphs (a) and (b) above, and such exchanges shall not be charged to exchanges in 7.6C.

Section 3.5 Distribution of Contract.

The Union shall print and distribute a copy of this contract to all current members of the bargaining unit and any new members hired during the term of this contract. On request, copies of the contract may be furnished to the Fire Commissioner for distribution through the Department.

Section 3.6 Intra-Department Communications.

The Union may utilize the Departmental simulcast to communicate notice of scheduled Union meetings and special events, with the approval of the Fire Commissioner or his designee.

Section 3.7 Union Insignia.

Employees may wear the official Union insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a dime on the dress uniform and a quarter on the work uniform. On the dress uniform such insignia shall be centered 1/4 inch above the member's name plate. On the work uniform such insignia shall be centered 1-1/2 inch above the member's right breast pocket.

Article IV.

Hours Of Work.

Section 4.1 Platoon Duty.

A. Employees covered by this Agreement who work within the Bureaus of Fire Suppression and Rescue, Support Services, and Emergency Medical Services (i.e., Paramedics, Paramedic Officers and Field Officers) shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2. The normal on duty tours of duty shall be 24 consecutive hours on duty, starting at 8:00 A.M. and ending the following 8:00 A.M.; except, however, that the 24 hours on duty for Battalion Chiefs, employees assigned as drivers to employees in the rank of Battalion Chief and above, and Field Officers, shall normally start between 7:00 A.M. and 7:30 A.M. The normal on duty tour shall be followed by 48 consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed 44.8 hours per week. The average weekly hours shall normally be accomplished by scheduling every 5th on duty shift as a "Daley Day" off duty. Exceptions to the above may be made in special situations as described in subsection 4.1B.

B. Special Situations.

Employees may be temporarily detailed from platoon duty to 40 hour duty and from 40 hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union. Employees may be so detailed only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions and schedule when the training, special situation or emergency condition ceases to exist, or, if applicable, upon termination of any mutually agreed extension of a temporary detail beyond thirty (30) days. Such temporary details shall also be subject to the following conditions:

1. Details shall be on a voluntary basis according to seniority, except if there are not sufficient voluntary requests, then details will be implemented with the least senior employees; provided, however,
 - (a) training instructors shall only be detailed on a voluntary basis; and

(b) no employee shall be mandatorily detailed who has a previously scheduled furlough or administrative day in the first 30 days of the detail. In the case of detail which exceeds 30 days, by mutual agreement as above provided, the employee will receive his furlough or administrative day in the mode of operation for the schedule to which he is detailed.

2. An employee detailed shall receive the appropriate rate of pay, but no less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the detail, such as assigned furlough or administrative day and 48 hours off between shifts as set forth in Article IV shall not be modified except as provided above in subparagraph 1. In the case of an employee detailed from platoon duty, any previously earned Daley Days shall be granted immediately upon the employee's return to platoon duty.
3. Detailed employees shall be slotted on to overtime lists by seniority--the District Chief and Union Steward or Business Agent shall consult.
4. Any employee detailed from a 40-hour duty schedule to platoon duty shall receive 1/4 of a Daley Day for each platoon shift worked.
5. No employee detail shall commence on a holiday; except when the Fire Commissioner or Mayor determines and announces that an emergency exists.
6. No employee shall be so detailed for disciplinary reasons.

Section 4.2 40-Hour Employees.

A. Employees within the Bureaus of Administrative Services, and Emergency Medical Services (i.e., District Commanders) and other bureaus listed in Section 4.1 who are not on platoon duty, shall work a normal work week consisting of eight (8) consecutive hours, Monday through Friday. Exceptions to the normal work week shall be consistent with past practice.

B. Employees assigned to the Bureau of Fire Prevention shall normally work 8 consecutive hours five days per calendar week. The calendar week shall commence on Monday, and the normal work week is Monday through Friday. However, when an employee is scheduled Tuesday through Saturday or Wednesday through Sunday, as indicated in subparagraph B1, and that employee is scheduled to work Monday through Friday of the succeeding week, such is permissible with the proviso that in all circumstances employees must receive four days off during such a 14-day period, whether before or after, or both before and after, the ten consecutive work days.

1. Each employee will be subject to work Saturdays and Sundays as part of their normal work week, a maximum of four (4) out of fifty-two (52) weeks per year.

This weekend work assignment would consist of two (2) 8-hour periods within the 1800 hours Friday to 2400 hours on Sunday time period.

Example:

Sunday--Off

Monday--Off

Tuesday--0800 to 1630 hours

Wednesday--0800 to 1630 hours

Thursday--0800 to 1630 hours

Friday--2000 to Saturday 0400 hours

Saturday--2000 to Sunday 0400 hours

2. At the discretion of the Deputy Fire Commissioner, employees will be exempt from this scheduling for the positions listed below:

Exit and Fire Alarm

License

Computer

Aide to the Commissioner

Messenger

Mailing Service

6 Area Office Clerks

Gas Leak Men

A list of the members exempt from the scheduling will be presented to the Union and kept current as changes occur.

3. Procedure for establishing this Weekend Work Status List:

A list of the fifty-two (52) weekends per year will be sent to each affected member who will choose the weekends he wishes to be available for work. Employees shall be assigned to the four (4) weekend work periods using seniority as the criteria. Ten (10) employees will be chosen for each weekend tour.

4. Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during the Monday through Sunday work week. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one hour at one-half time hourly rate for each hour, or any portion thereof, less than such ten (10) hours.

For all time, consisting of 30 minutes or more beyond the normal shift, employees also shall be compensated at the applicable overtime rate.

Employees will not be required to work with less than 8 hours off between shift assignments unless a bonafide operational need exists.

Section 4.3 Break Periods--Meal Periods.

A. The 40-hour employee's work schedule shall provide for a 15 minute paid break period during each one-half shift. The break period shall be scheduled approximately at the middle of each one-half shift whenever this is feasible. All 40-hour employees shall also be granted a paid lunch period of not to exceed one hour during each work shift. Whenever feasible, the lunch period shall be scheduled approximately at the middle of each shift.

B. Any 40-hour employee who for any reason works two hours beyond his/her regular quitting time shall be entitled to a third 15 minute paid break period.

Section 4.4 Overtime Definition.

Employees authorized to work any time on duty in addition to the normal shifts as defined in this Article shall be considered as working overtime hours, subject to the overtime rate provisions of this Agreement.

Compensation shall not be paid more than once for the same hours worked under any provisions of this Article or Agreement.

Article V.

Wages And Rates Of Pay.

Section 5.1 Annual Salary Schedule.

A. Effective January 1, 1988, the annual salaries of the members of the bargaining unit shall be paid pursuant to the salary schedule attached hereto and made part of this Agreement and identified as Appendix B.

B. The following wage changes will be instituted:

1. Employees on the payroll as of January 1, 1988 will each receive a lump sum payment of \$1,250 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Firemen's Annuity and Benefit Fund will not be made relative to this lump sum payment.
2. In 1988 a 1% increase effective July 1, 1988.
3. In 1989 a 3% increase effective July 1, 1989.
4. In 1990 a 2% increase effective July 1, 1990 and a 2 1/2% increase effective October 1, 1990; and effective January 1, 1990 an additional 2% increase for Paramedic Officers and Engineers only.
5. In 1991 a 3% increase effective July 1, 1991 and a 4% increase effective October 1, 1991.

C. Wage and Insurance Protection.

During the period of this Agreement should the bargaining unit of sworn police officers recognized by the City of Chicago or any other bargaining unit recognized by the City of Chicago, or the police sergeants unit, the police lieutenants units and/or the police captains unit employed by the City of Chicago, receive a lump sum payment or a percentage salary or wage increase in excess of that set forth herein or receive improvements in step and/or longevity pay schedules (other than when a particular job function has been reclassified), Local 2 shall have the right to reopen Article 5 for the purpose of negotiating the application of such increases or improvements with the City of Chicago for Local 2 bargaining unit members. In the event of a dispute relating to such application the provisions of Sections 20.3 and 20.4 may be invoked to resolve such dispute.

It is further agreed that any improvements in insurance coverage and or benefits granted to the bargaining unit of sworn police officers recognized by the City of Chicago or any other bargaining unit recognized by the City of Chicago, or the police sergeants unit, the police lieutenants unit and/or the police captains unit employed by the City of Chicago, whether in Health and Welfare Medical Care, Dental, Optical, Life or A.D.&D., shall also be made effective for the bargaining unit represented by Local 2.

This provision is for the purpose, among others, of maintaining historical parity between the two groups of sworn employees.

D. Paychecks shall normally be due and payable to employees at 0800 at their work place on the established pay dates of the 1st and 16th of each month. If the paychecks are

available to the District Chiefs for earlier distribution, they shall not be unreasonably withheld.

Premium pay for any overtime or holiday work shall be received by the employee on the pay date for the pay period following the period in which such work was performed, but in no event later than the second pay period following the period in which such work was performed.

Section 5.2 Straight-Time Hourly Rate.

The regular straight-time and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary by the annual regular hours of work to which the employee is assigned. For the 24 hour shift employees, the annual hours are 2,329.6. For the 8 hour shift employees, the annual hours are 2,080.

Effective January 1, 1989, for purposes of determining and computing the regular straight time and basic hourly rate of pay for 24 hour shift employees, the annual hour are 2277.6.

Section 5.3 Overtime Rate.

Employees shall receive overtime pay at the rate of time and one-half for all work performed beyond their regularly scheduled hours consisting of thirty (30) minutes or more. Such employees shall receive pay at the overtime rate for one (1) hour. Work consisting of more than one (1) hour shall be paid in one-half (1/2) hour increments. The City's managerial rights to make and enforce rules regarding employee lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

Section 5.4 Recall.

A. Employees recalled to duty shall receive a minimum of four (4) hours pay at the overtime rate.

B. Employees who are recalled to duty after 0700 hours on the day to be worked shall receive a minimum of five (5) hours pay at the overtime rate.

Section 5.5 Longevity Pay.

The Employer agrees to pay longevity pay in accordance with the salary schedule attached hereto and made a part of this Agreement and identified as Appendix B.

Section 5.6 Holdover.

Employees may be held over for a maximum of four (4) hours to work beyond their regular shift to cover unexpected and unscheduled manpower shortages. A platoon employee being held over may secure a substitute to work for him from other employees within the District on his shift and of the same rank. He may use the marshal line for this purpose, subject to approval of the Company Officer. Where the shortage is in the rank of firefighter, the firefighter with the least seniority shall be held over unless a more senior

firefighter volunteers. Employees held over thirty (30) minutes or more shall be paid in accordance with Section 5.3 of the Agreement. Administration of this provision shall be consistent with the application of Sections 9.2 and 16.3 of this Agreement.

Section 5.7 Shift Reduction Allowance.

Effective October 1, 1988, a shift reduction allowance shall be paid on a quarterly basis (January--March, April--June, July--September, October--December) to platoon employees as follows:

- A. For each month, or any portion thereof, an employee is assigned to platoon duty in the quarter, the employee shall be paid one-third (1/3) of the payment for that quarter. Payment for the quarter shall be made by the end of the second pay period in the month following the last day of the quarter and shall be made at the pay rate in effect at the time payment is made.
- B. Payment for the first quarter shall be by the end of the second pay period in January, 1989. Effective with the January, 1989 payment, each quarter's payment shall be the equivalent of 2 hours pay at the hourly rate; effective with the April, 1989 payment, each quarter's payment shall be the equivalent of 5 hours pay at the hourly rate; effective with the July, 1990 payment, each quarter's payment shall be the equivalent of 8 hours pay at the hourly rate; effective with the July, 1991 payment, each quarter's payment shall be the equivalent of 14 hours pay at the hourly rate.

Article VI.

Entire Agreement.

Section A.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining (except as provided for in the Grievance Procedure) for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects

or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section B. Prevailing Rights.

The following rights, privileges and benefits enjoyed by employees prior to February 13, 1980 will be maintained for the duration of this Agreement and shall not be diminished, modified or eliminated during the term of this Agreement unless changed by mutual written consent.

1. Employee Assistance Program.

The Department has historically maintained an Employee Assistance Program to assist employees who may suffer from alcoholism, drug dependency, or other illnesses which should be treated. It is understood that alcoholism or drug dependency in and of themselves shall not be the basis for discipline; however, if coupled with deteriorating and impaired job performance, they may be the basis for discipline. The Department shall continue to maintain such an Employee Assistance Program though changes may be necessary to incorporate new knowledge in the field, as has been done in the past.

The above is not intended to detract from the provisions of General Order No. 87-008 dated February 1, 1987, but to supplement the same with a commitment towards intervention and rehabilitation through cooperative efforts of counselors in the Employee Assistance Program of the Union and the Department.

2. Athletic Facilities.

Off duty employees shall be permitted use of Fire Department athletic facilities subject to reasonable departmental policies regarding time of use and conduct. It is understood that an injury caused by such use by off duty employees shall be considered a non-duty injury.

3. Newly Promoted.

The City will assign, as needed, newly promoted Lieutenants to the Fire Prevention Bureau at the discretion of the Fire Commissioner.

4. Lockers.

The Chicago Fire Department shall continue to provide locker space to all employees on platoon duty in the Bureau of Fire Suppression and Rescue and Emergency Medical Services for the purpose of securing personal belongings and as a closet for dress uniforms, extra work clothes and civilian dress. Subject to the availability of lockers, platoon relief and detailed personnel and employees other than those assigned to the Bureau of Fire Suppression and Rescue and Emergency Medical Services may be allowed use of lockers with the approval of the District Chief/Director.

5. Furnishing Of Fire House.

For each Fire House the City will furnish one (1) stove, one (1) refrigerator, kitchen table(s), chairs, desk(s), as well as sufficient beds, mattresses, pillows and blankets for each on duty employee. These items will be identified with inventory control numbers and/or accounted for on an inventory sheet. Only these identified items will be replaced when necessary at the City's discretion.

6. Training Instructor Incentive Pay.

An employee who is assigned to the Fire Academy as a Training Instructor shall be paid at the next higher pay grade and at the employee's current pay step for the time that the employee is so assigned. However, a Battalion Chief so assigned who is at Step 10 or 11 shall be paid at the highest step of grade F7; a Battalion Chief at Step 7, 8 or 9 shall be paid at the next to highest step of grade F7; and Battalion Chiefs at Steps 1 through 6 shall be paid at the 3rd from highest step of grade F7. The employee shall return to his/her current career service pay grade and step as soon as the employee's assignment as Training Instructor has ended.

7. Pro-rata Vacations--New Employees.

Anything to the contrary notwithstanding, a newly hired employee shall be eligible for and receive a pro-rata vacation in the year following the year in which the employee is hired. For each month of service, or any portion thereof, the employee shall accrue one platoon duty day of vacation. However, a new employee not successfully completing academy training shall not be eligible for this pro-rata vacation benefit.

8. No Docking Of Pay Of Employees Taking Promotion Examinations.

No employee who otherwise would be on duty shall be docked for time spent taking a promotional examination. During the period involved, the provisions of Section 16.3 and Section 16.4 with respect to minimum manning as well as acting out of classification shall be waived.

Article VII.

Paid Leaves Of Absence.

Section 7.1 Vacations.

A. Eligibility and Allowance.

1. Every employee shall be eligible for paid vacation after completion of the one (1) year probationary period. However, employees shall start to earn their vacation allowance as of their date of hire; platoon employees accruing 1 furlough day for each month of service or any portion thereof, in each year; and forty (40) hour employees accruing pro-rata furlough for each month of service or any portion thereof, in each year.
2. Eligible employees shall be granted an annual paid vacation as follows:
 - (a) Platoon employees--twelve (12) duty days.
 - (b) 40-hour employees--five (5) weeks. After completion of ten (10) years of service or more prior to July 1st--six (6) weeks.

Forty (40) hour employees shall receive an additional day of paid vacation for any holiday which falls during a vacation.

3. In order to insure that all platoon employees receive their twelve (12) duty days off, all such employees shall receive three (3) furlough periods; and each furlough period shall include four (4) duty days.
4. Consistent with current department pay practices for platoon employees one duty day is the equivalent of three calendar days and for forty hour employees one duty day is the equivalent of one calendar day. When a day is set forth in the agreement, the day means a duty day consistent with the above.

B. Selection of Vacation Periods.

Selection of vacation periods commencing in 1989 shall be in accordance with the Fire Department schedule establishing the annual furlough periods for uniformed personnel. It is provided, however, that employees shall select and be assigned all three (3) furlough picks on one selection sheet. In accordance with the schedule, employees shall select their furloughs within their respective Bureau, Division, District, Platoon, Daley Day assignment using seniority as the criterion, provided, however, that employees assigned to O'Hare Airport and employees assigned to Midway Airport (except for E.M.S. employees so assigned), will select their furloughs within these assignments, by Platoon and Daley Day, using seniority as the criterion.

C. Vacation Benefits Upon Termination.

1. Any employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Firefighter) shall be compensated at the employee's regular salary rate at

the time of separation, for all unused vacation duty days accumulated, including those vacation days accumulated in the year except as provided herein.

2. An employee who is separated from service by reason of retirement following a sick or injury leave shall receive a vacation benefit as follows:
 - (a) if the sick or injury leave was a result of a duty connected injury, illness or disability, or determined to be an occupational disability or duty disability following retirement, the employee shall be compensated at the salary rate which was applicable for all unused vacation duty days accumulated, including vacation days accumulated during such sick or injury leave;
 - (b) if, however, the sick or injury leave was a result of a non- duty connected injury, illness or disability, or determined to be other than a duty disability or occupational disability following retirement, the employee shall be compensated at the salary rate which was applicable for all unused vacation duty days accumulated, prior to such sick or injury leave.

D. Vacations Upon Return to Duty from Sick or Injury Leave.

1. An employee who returns to duty after a sick or injury leave, provided such leave was a result of a duty connected injury, illness or disability, shall receive paid vacation for all unused vacation duty days accumulated before and during such leave; and
2. An employee who returns to duty after a sick or injury leave, when such leave was a result of a non-duty connected injury, illness or disability, (a) shall not receive paid vacation for unused vacation days accumulated before such leave and which are scheduled and fall during such leave, but (b) shall receive paid vacation for unused vacation duty days, which are scheduled after the leave and shall receive paid vacation for vacation earned during such leave.

Section 7.2 Paid Holidays.

An employee scheduled to work an eight (8) hour day forty (40) hour week schedule will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled work days immediately preceding and immediately following the holiday.

A 40-hour employee who works on a recognized holiday shall be paid time and one-half for all hours worked in addition to his regular pay, i.e., 1-1/2 times the employee's hourly rate of pay plus his/her regular pay.

Employees covered by this contract who work on any of the following thirteen (13) recognized City holidays shall be paid double time for all hours worked (i.e., at the straight time hourly rate of pay for all hours worked plus regular pay). For platoon employees, only such employees who work the shift beginning at 8:00 A.M. on the day the holiday is observed shall be considered as working on the holiday.

The following holidays are those which shall be recognized and observed:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Casimir Pulaski Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	

holidays will be observed on the day designated by the City for observance.

If a holiday falls on one of the twelve (12) furlough days of any platoon employee, he shall be paid for that day as if he had worked on the holiday, i.e., 1 duty day at the straight time hourly rate of pay in addition to his regular furlough pay.

Effective January 1, 1989, if a holiday falls on a Daley Day of a platoon employee who does not work on that day, the employee shall be paid for that day as if he had worked on the holiday (i.e., 1 duty day at the straight time hourly rate of pay in addition to his regular pay.)

Section 7.3 Sick and Injury Leave.

Any member of the Fire Department receiving any injury on duty or duty related disability so as to prevent him from attending to his duties as such member of the Fire Department shall, for the duration of twelve (12) months, providing his disability shall last that time, or for such portion of twelve months as such disability or sickness shall continue, receive his usual salary; and such disability shall not be considered as rendering necessary his retirement from service in the Fire Department during such period. The fact of such disability, its nature or cause of his injury, and its duration shall be certified to by the Department physician or by the production of such other evidence as shall be satisfactory to

the Fire Commissioner. Any employee absent from work on account of a non-duty injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner.

In the event a dispute arises as to the disability of the member, or the nature or cause of his injury, such dispute shall be referred to the Grievance Procedure under Article X.

Any member of the Fire Department who is receiving his usual City salary while on disability is prohibited from engaging in any employment other than with the Fire Department. Any member found to be in violation of this Section shall be subject to the loss of his salary from the Fire Department while an employee.

No member of the Fire Department who is on the pension roll, or who is receiving any benefit from the pension fund by reason of any such disability or injury, shall be entitled to receive any part of his salary during such time as he shall remain on pension roll or receives any benefits therefrom.

The Employer further agrees to pay all hospital and medical costs of an employee incurring a duty connected injury, illness or disability.

Section 7.4 Military Leaves.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.5 Funeral And Bereavement Leave.

In the event of a death in the immediate family of an employee, the employee shall be granted three (3) consecutive calendar days off without loss of pay. The immediate family is defined as the employee's spouse, parents, children (including step and half), brother, sister (including step and half), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Section 7.6 Administrative Days--Trades And Exchanges.

A. Administrative Days.

Forty (40) hour employees shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option. Administrative days will be used (or paid for) each calendar year and will not be carried over.

B. The following shall implement the preceding paragraph:

1. Administrative Days off may be requested and shall be scheduled on a quarterly basis (January--March, April--June, July--September, October--December). Employees, however, may request, and upon Department approval, receive up to: 2 scheduled days off in the first quarter (January--March); 3 scheduled days off in the second quarter (April--June); and 4 scheduled days off in the third quarter.
2. Requests for Administrative Days off shall be given to the appropriate supervisor no later than ten (10) business days prior to the day desired. The Department within three (3) business days of the request shall approve the request provided such will not interfere with efficient operations as reasonably determined by the Deputy Commissioner or his designee. Seniority, although not determinative, shall be considered in granting administrative days.
3. A platoon employee who permanently transfers to 40-hour duty shall be entitled to and may schedule one Administrative Day off in the quarter in which the employee transfers to 40-hour duty and one Administrative Day off thereafter in each quarter or any portion thereof in which the employee works in the 40-hour mode. Such employee is entitled to schedule administrative days off and to receive pay in lieu thereof as provided in this Section.
4. An employee detailed on a temporary basis to a 40-hour position is entitled to receive one Administrative Day off or pay in lieu thereof for each continuous three months on detail. Short term details of less than three months would not entitle an employee to an Administrative Day off or pay in lieu thereof. Detailed employees will not be subject to quarterly scheduling or accrual as stated above.
5. An employee may request pay in lieu of an Administrative Day off in accordance with the schedule set forth in paragraph 1 (i.e., up to 2 days pay in the first quarter, etc.). Such request shall be given to the appropriate supervisor no later than ten (10) business days prior to the last day of the quarter in which the request is made. When such timely request is made, the employee will be paid by the end of the second pay period following the last day of the quarter in which the request is made. Said payment will be at the pay rate in effect at the time the payment is made.

6. If an employee does not request pay or receive an Administrative Day off in any given quarter and does not request pay or receive that accrued Administrative Day off in any subsequent quarter of that year, he will be paid for that day by February 15 of the following year or at separation from the Department. Said payment will be at the pay rate in effect at the time the payment is made.
7. If an employee receives pay in lieu of an Administrative Day but does not subsequently accrue said Administrative Day as a result of resignation, death, retirement or discharge or transfer to platoon duty, the employee will be required to repay, through payroll deduction, the paid additional Administrative Day.
8. Candidate employees shall be entitled to one (1) Administrative Day within the 90-day training period. This day shall be granted at the discretion of the Director of Training.

C. Trades and Exchanges.

The practice and policy with respect to the exchange of Daley Days or Tours of Duty shall be continued for the term of this Agreement which is as follows:

Exchange of Daley Days.

1. A Daley Day exchange policy has been established to allow members of the same District, except E.M.S. which shall be by Bureau, working the same shift, to exchange Daley Days.
2. Daley Day exchanges will be a direct exchange between two members for the entire 24-hour period. All exchanges will be within the same District except E.M.S. which shall be by Bureau.
3. To maintain orderly scheduling of manpower, exchanges of Daley Days will be accomplished by members of the same rank. However, Company officers (Captains and Lieutenants) will be allowed to exchange Daley Days at the discretion of the Deputy District Chief.
4. Approval of Daley Day exchanges will be denied when there is evidence of financial remuneration to either party involved and further, no Daley Day exchanges will be considered that are requested for the purpose of outside employment of any nature.

Traded Tours of Duty.

5. A traded-tour policy has been established to allow members to trade a tour of duty in the event that a Daley Day exchange cannot be affected.

6. A trade of either a 12-hour period or a 24-hour period will be allowed. All exchanges will be within the same District except E.M.S. which shall be by Bureau. In case of emergency, the Deputy District Chief or the Assistant Chief Paramedic will be authorized to waive the hours provision regarding a traded tour of duty.
7. Approval of traded tours of duty will be denied when there is evidence of financial remuneration to either party involved and further, no traded tours will be considered that are requested for the purpose of outside employment of any nature.

Entitlement.

8. Effective July 1, 1988 no members may exceed a maximum of five exchanges and/or trades, or combination thereof, within each one-half calendar year, (i.e., January 1 through June 30 and July 1 through December 31). This will allow each member five exchanges and/or trades or combination thereof, within this 6-month period. Pay-back time is not included within the established time frame and shall be in addition. Effective January 1, 1989 no member may exceed a maximum of 6 exchanges and/or trades, or combination thereof within each one-half calendar year, (i.e., January 1 through June 30 and July 1 through December 31). This will allow each member 12 exchanges and/or trades or combination thereof within this 12-month period. Pay-back time is not included within the established time frame and shall be in addition.
9. A maximum of three consecutive trades, exchanges, or pay-back days to a maximum of fourteen calendar days without a scheduled work day in between will be allowed to an employee. (A Daley Day is not a scheduled work day.)

Furloughs may be extended before and/or after to a maximum of 29 calendar days including the furlough by trades, exchanges, or pay-back days with the permission of the District Chief or the Assistant Chief Paramedic which permission shall not be denied without good reason.

Qualifications.

10. Requests for exchanges, trades, and pay-back days must be submitted a minimum of two working days in advance of the date requested. In case of emergency, the Deputy District Chief or the Assistant Chief Paramedic will be authorized to waive this provision. Requests may be disapproved only for the reasons set forth herein.
11. All exchanges and trades must be reconciled by the parties involved in the exchange or trade prior to promotions, reassignments, retirements, etc. All pay-back days must be completed within four months of the first exchange or trade. Pay-backs may be either before or after the exchange or trade. The

Department will assume no responsibility for time lost in exchange of Daley Day or trades of duty tours.

Procedures.

12. The requesting employee will prepare a C.F.D. Form 11.107 (Rev. 6/85) and submit it to the Deputy District Chief or the Assistant Chief Paramedic through the chain of command.

When requesting a pay-back day the requesting member will prepare a C.F.D. Form 11.108 (Request for Pay-Back) (Rev. 6/85) and submit it to the Deputy District Chief or the Assistant Chief Paramedic through the chain of command.

13. Upon approval/disapproval by the Deputy District Chief or the Assistant Chief Paramedic, a copy will be returned to the Battalion Chief, Company Officer and requesting employee.
14. On the day of the exchange of Daley Day, traded tour of duty, or pay-back, the proper entries will be made in the Company Journal and Attendance and Assignment Record.
15. Approved exchange of Daley Days, traded tours of duty or pay-back time, that are prevented from being consummated because of some unforeseen event, will be addressed in the following manner:
 - a. Employer, in an effort to cover any and all unforeseen events that may result in shortages of manpower relative to exchanges, trades or pay-back time, will provide an employee either by detail or hire-back in order to maintain orderly scheduling.
 - b. After the Employer determines which employee owes the duty time, the Employer shall request payment of this time within four months of the exchange, trade or pay-back. Time owed and not paid back to the Employer within the four month period may at the Employer's discretion, result in the docking of time owed. Local Number 2 will be advised of any contemplated docking.
 - c. It is expressly understood, however, that the Employer can request payment of the time owed in order to accomplish orderly scheduling of manpower and the emergency needs of the Fire Department. In addition, payment of this time will be accomplished irrespective of the District's Seniority Overtime Assignment List.

Responsibility.

16. It will be the responsibility of:
 - a. the member, when granted a Daley Day exchange, traded tour of duty or pay-back day, to ensure that the member scheduled to work is notified of the particular request being approved/disapproved.

- b. the immediate supervisor of members who have requested a Daley Day exchange, traded tour of duty, or pay-back day, to document in their company journal the approval/disapproval of said request when received from District/Division headquarters.
- c. the immediate supervisor on the day of the exchange of Daley Day, traded tour of duty, or pay-back day, to make the proper entries of same in the company journal as well as the attendance and assignment record.
- d. district chiefs/assistant chief paramedics and division directors to keep an accurate accounting of each member's number of Daley Day exchanges and traded tour of duty of combination thereof under their command.

Section 7.7 Educational Leaves.

- A. Employees may be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability. Approval of such requests for leave shall not be unreasonably withheld.
- B. Employees within the Bureau of Emergency Medical Services, or Firefighter/Paramedics, who are required while off duty to attend State of Illinois recertification training programs and examinations, shall be compensated at time and one-half their straight-time hourly rate of pay. Pay for all such required training and examinations shall not exceed hours required by State law. Such compensation shall be due and payable when all employees in the recertification group have presented proper evidence that they have completed the training program or received a passing grade. Said compensation shall become due and payable on the second pay period after completion of presentation of proper documentation as stated above, and it shall be computed on the basis of the employee's straight-time hourly rate existing at the time of payment.

Section 7.8 Educational Reimbursement.

The Department agrees to provide tuition reimbursement for employees for extra-departmental education subject to the following conditions:

- A. To be eligible for reimbursement:
 - 1. Each course taken must be job-related or necessary for a degree.
 - 2. Proof of acceptance for a degree program must be presented upon request.

3. Each course taken must grant college level credit.
4. Each course must be taken through an accredited college or university.

B. Employees must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

C. Reimbursement will be granted on the following basis:

1. Grade "A" 100%.
2. Grade "B" and other grades classified by the school as passing 75%.

D. Reimbursement may be denied if an employee's work performance is deemed inadequate or if the employee has a record of sustained infractions of Department orders, directives or procedures.

E. Reimbursement will not be granted if:

1. Tuition costs are covered by Veteran's Administration or other funds; or
2. The program in which the employee is enrolled is reimbursable through a federal grant-in-aid program for which the employee is eligible.

F. Reimbursement will be made for a maximum of two (2) courses per school term.

G. Reimbursement will be granted when an employee is required by the Fire Commissioner to attend an educational or training program.

Section 7.9 Jury Duty -- Subpoena.

An employee who serves on a jury or is subject to a proper subpoena on a duty day (except if the employee is a party to non-work related litigation or as provided in Article 10.5) shall be granted a leave of absence with pay subject to the requirements and restrictions set forth below.

The Employer may require documentation of attendance and the employee must deposit his/her jury duty pay or witness fees with the City Comptroller for those days that the employee was scheduled to work for the Employer and receives pay for such work. It is further provided that the employee must return to work no later than two hours after dismissal by the Court or dismissal by the party issuing the subpoena.

As soon as an employee learns that he/she will be serving on a jury or required to appear pursuant to a subpoena, the employee shall advise the designated supervisor in writing on a form to be supplied by the Employer.

The Employer shall acknowledge receipt, time stamp at District and return a copy of said form to the employee. The Employer will grant leave with pay for forty-hour employees, for platoon employees subpoenaed for work-related litigation where the City or the employee is a party, and for up to twelve (12) platoon employees for jury duty or subpoena for other litigation.

If more than twelve (12) platoon employees on any given duty day are required to appear as set forth above, any additional employees shall be requested to seek a postponement. If a postponement cannot be obtained, their leave will be without pay. The Employer shall notify platoon employees if the maximum number of platoon employees has been reached on a given day as soon as it is known.

Article VIII.

Unpaid Leaves Of Absence.

Section 8.1 General.

A leave of absence without pay may be granted to an employee for personal reasons by the Fire Commissioner, provided the purpose of the leave is deemed beneficial to the City service (as, for example, an educational purpose relevant to the employee's future in the Department, or for purposes of accepting an elective or appointive office).

A leave of absence shall not be granted for the purpose of seeking or accepting any employment with any employer other than the City of Chicago.

An extension of leave shall not be approved unless it is consistent with the administrative procedures of this article. The granting or extension of an unpaid leave shall not be unreasonably withheld.

Section 8.2 Procedures.

All unpaid leaves of absence shall be governed by the following procedures:

- A. Leaves must be applied for by the employee seeking the leave on forms prescribed by the Fire Commissioner. Before the leave begins it must be approved by the Fire Commissioner or designee.
- B. Leaves of absence shall not be sought or granted for a period exceeding one (1) year. All leaves of absence shall be granted for a specified period of time and with a specified termination date; provided, however, that an employee on such leave, with approval of the Fire Commissioner, may terminate such leave and

return to work prior to the specified termination date. Approval of the Fire Commissioner shall not be unreasonably withheld or denied.

- C. The Fire Department Director of Personnel shall be responsible for giving both the employee and the Fire Commissioner timely notification of an upcoming expiration of a leave of absence. The Fire Department Director of Personnel shall so notify the employee by registered mail with return receipt requested. Said notice shall advise the employee that his or her resignation will be effective within thirty (30) days of receipt of said notice. The employee shall then be responsible for notifying the Fire Department Director of Personnel of his or her intention to return to work.
- D. The employee shall be responsible for making application for any extension of a leave of absence. Such application shall be made to the Fire Department Director of Personnel on appropriate forms prior to the expiration of a leave. An extension of leave shall not be approved unless it is consistent with the purposes of this article. Any such extension must be approved by both the Fire Department Director of Personnel and the Fire Commissioner, which approval shall not be unreasonably withheld or denied.
- E. If an employee fails to return to work upon expiration of his or her leave of absence, without making application for extension, it shall be considered that the employee resigned effective as of the last day of the authorized leave of absence.
- F. A leave of absence may be cancelled by the Fire Commissioner upon evidence that the cause for its original authorization was fraudulent or has as a matter of fact ceased to exist.
- G. When a leave has been granted properly, and when the employee is prepared to return to work in conformance with the terms and conditions of this article, the following shall apply:
 - 1. An employee returning from a leave of three (3) months or less shall be fully restored to his or her position.
 - 2. An employee returning from a leave of more than three (3) months shall be fully restored to his or her position, if available, or, if not available, the employee shall be restored to a position of equal rank.
- H. Any employee who is on a leave of absence from the Fire Department shall not be considered in the certification and appointment from promotional eligibility lists.

Article IX.

Seniority Rights.

Section 9.1 Seniority.

A. Seniority is defined as an employee's length of continuous service since his last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list.

B. New employees will serve a probationary period of one (1) year. Any employee may be discharged during the probationary period. In such event the employee shall be notified of the reasons for the discharge at least 15 days prior to the effective date of the discharge action. A copy of the notice will be sent to the Union. Upon request of the Union, the Employer shall meet within 10 days of the discharge notice with a special committee to be designated by the Union to discuss the reasons for the discharge.

The employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the Employer at the meeting. The Employer shall then review such evidence and issue its final opinion. The Employer's final action shall not be subject to the grievance procedure.

The seniority of the employee retained beyond the probationary period shall date back to his/her date of hire.

C. An employee's continuous service and the employment relationship shall be terminated when an employee:

1. Resigns or quits with the following exceptions:
 - a. An employee who resigned and was reinstated prior to March 8, 1980 shall retain the seniority date listed on the 1982 seniority list provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement Agreement of February 1, 1983.
 - b. An employee who resigned in the past and was not reinstated until March 8, 1980 or later, or who resigns in the future, shall have his seniority based on his last date of hire, which shall be the day of his return to service, unless he requests or requested reinstatement on or before thirty (30) days after the effective date of his resignation and such request is or was ultimately granted, in which case he shall continue to use the seniority date in effect prior to his resignation provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement Agreement of February 1, 1983.
2. Is discharged for just cause;

3. Retires or is retired;
4. Is absent for three (3) consecutive days (workdays) without notifying the Employer's authorized representative;
5. Is laid off and fails to report for work within ten (10) calendar days after mailing by certified mail a notification of recall to the employee's last known address as shown on the City's personnel records. A copy of recall notification shall be sent to the Union. If the Union within six (6) working days of the mailing date provides the Employer with a corrected address, the Employer will send a second recall notice, and an additional five (5) day notice shall be allowed; or
6. Does not report to work after the termination of an authorized leave of absence, pursuant to Articles VII and VIII.

D. A suspension shall not affect an employee's length of continuous service.

E. An employee granted an unpaid leave of absence of thirty (30) days or less shall not incur a break in continuous service for such leave.

F. An employee granted an unpaid leave of absence in excess of thirty (30) days shall not incur a break in continuous service if such leave is taken for the good of the department, including, but not limited to, leave for educational and/or professional reasons.

G. If an employee takes a leave of absence which is not for educational or professional reasons or other reasons for the good of the Fire Department, and such leave extends beyond thirty (30) days, the employee's seniority date will be adjusted by the length of the leave in excess of thirty (30) days;

H. Any employee who returns to active duty after a period during which he received duty, occupational and/or ordinary disability benefits shall have his seniority continue to be based on his last date of hire without adjustment.

I. On or before April 1 and October 1 of each year the Employer will post on employee bulletin boards a current seniority list showing the departmental seniority and classification seniority of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Department Director of Personnel, in writing, within ten (10) calendar days after the list is posted. Any disputed seniority dates not able to be adjusted satisfactorily will be subject to Article X.

Section 9.2 Overtime Distribution.

A. Platoon Employees.

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an overtime roster in each district or bureau on each shift; by Daley Day. These rosters shall originally be established with the most senior member at the top of the roster ranking down to the least senior member at the bottom.

"Seniority Overtime Assignment Lists" shall be posted in each work place, with copies supplied to the Union. Such lists shall show the employees seniority within the district or bureau; company, platoon, Daley Day, and special Fire Department certification(s). Members assigned after the roster has been established shall be inserted into the roster according to seniority, and members who have been required to change Daley Days to balance manpower shall be inserted into the roster according to seniority. In case of any question regarding insertion according to seniority, such shall be discussed between the Business Agent and the District Officer in attempting resolution. Lists shall be updated by District Chiefs every six months.

An employee shall move to the bottom of the overtime lists of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed for positions on Helicopters, Squads, Air Sea Rescue, Air Mask, Hazardous Material Unit, and Office of Fire Investigations. In case such specialized personnel are needed for such units, the Employer shall go down the overtime list until reaching the first person certified for the specialty required and offer the overtime. (Employees with such specialty certification(s) shall be asterisked on the list.) If that person refuses, the overtime assignment shall be offered to the next certified employee on the list. Such employees shall move to the bottom of the list of the respective rank or classification upon refusing or working the overtime offered; provided, however, that the certified employee on the bottom of the overtime list shall be required to accept the overtime assignment when all other employees have refused.

It is further provided:

1. If any District cannot fill its manpower needs from its overtime distribution list, then such needs shall be filled from the overtime list from the next District in numerical sequence and if insufficient personnel are available in such District, then from the next District in numerical sequence (e.g., District 5 to District 6 to District 1) until sufficient personnel are acquired.
2. In the event, however, there are not sufficient employees obtained as above provided to fill manpower needs, then platoon employees who are off work the same Daley Day sequence as the platoon where the manpower shortage is occurring shall be called for overtime from the overtime distribution list upon which their names appear, utilizing the same procedures as above. No employee, however, shall be required to work with less than 24 hours off

between platoon shifts, except pursuant to Section 5.6; and further, if there are insufficient employees available for overtime rehire pursuant to the foregoing procedures in this section, then the holdover provision, Section 5.6, shall be invoked up to a maximum of 24 hours, irrespective of the 4 hour maximum limitation set forth in Section 5.6.

3. If any overtime distribution does not consist of at least twelve (12) consecutive hours, the employee receiving such overtime shall not lose his/her position on the overtime list.
4. No employee shall be on more than one overtime list.
5. At the end of each month a summary shall be provided to the Union by the Employer showing for that month who worked overtime, who refused, who was not at home when called, who was on lay-up and who was on vacation.

B. Battalion Chief and Field Officers
(Platoon Employees).

When the need for overtime exists for the rank of Battalion Chief or Field Officer, the following shall supplement those procedures as set forth in Section 9.2A of the current Agreement.

1. Overtime shall be distributed to Battalion Chiefs and Field Officers on a voluntary basis by means of the existing seniority overtime roster in each Bureau on each shift by Daley Day. If the seniority overtime list on the given shift where the overtime is needed is exhausted, and there is no available employee on the list who volunteers to work the overtime needed, the existing seniority overtime list for the shift following the shift where the overtime is needed will be used to offer the overtime assignment to employees on that list on a voluntary basis. If no employee accepts the overtime assignment on a voluntary basis, from that following shift, then the overtime assignment will be offered on a voluntary basis to the employees on the existing seniority overtime list for the shift preceding the shift where the overtime is needed. The employee shall move to the bottom of the overtime list only if the employee works or refuses the overtime offered; except if the overtime is offered on a different shift, then the employee shall move to the bottom of the overtime list only if he or she works the overtime offered.

2. After using the procedure stated above, and if there remains a need to fill a Battalion Chief or Field Officer position, the District Chief/District Commander shall offer the position to a Captain as Acting Battalion Chief, or Paramedic Officer as Acting Field Officer for up to a 24-hour period or for the remainder of the shift where the overtime assignment is needed, whichever is sooner. This shall be accomplished as follows:

(a) An acting out of rank roster shall be established in each District on each shift to include all Captains assigned to the District, on each shift and an acting out of rank roster shall be established in each District on each shift to include all Paramedic Officers assigned to each District on each shift. The roster shall originally be established in order of seniority, listing the most senior at the top down to the least senior at the bottom.

(b) The District Chief/District Commander shall offer on a voluntary basis the Acting Battalion Chief/Field Officer position to the Captain/Paramedic Officer at the top of the established roster of Captain/Paramedic Officers within the District on each shift where the vacancy occurs. However, the Captain/Paramedic Officer on the bottom of the acting out of rank roster, at the time the acting is needed, shall be required to accept the acting position when all other employees on that roster have refused. A Captain/Paramedic Officer shall move to the bottom of the acting out of rank roster only if he or she works the acting position for a minimum of 12 hours.

(c) Captain/Paramedic Officers assigned after the roster has been established shall be inserted onto the acting out of rank roster by the District Chief/District Commander on the basis of the last day the employee refused an acting position or worked an acting position for a minimum of 12 hours, and after consultation with the District Union Business Agent.

(d) The position of a Captain who is acting as a Battalion Chief shall be filled by a company officer from the overtime distribution list from the shift by Daley Day in the District where the need for an acting Chief occurred. The position of Company Officer shall not itself be filled by an actor.

3. The position of a Paramedic Officer who is acting as a Field Officer shall be filled on a voluntary basis by a Paramedic Officer from the overtime distribution list from the shift by Daley Day in the District where the need for an acting Field Officer occurred. If the position of the Paramedic Officer who was acting as a Field Officer cannot be filled in this manner, the District Commander shall assign the Senior Paramedic who is on duty and working that shift in that district to act as Paramedic Officer.

4. All employees shall be paid for the period of acting at a higher rank at the same rate of pay as if promoted to that higher position.

5. The City shall notify the Union within 48 hours of the use of each acting situation and of the employees, districts and companies involved.

C. 40-Hour Employees.

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an overtime roster in each Bureau, District or Division. These rosters shall originally be established with the most senior member at the top of the roster ranking down to the least senior member at the bottom.

"Seniority Overtime Assignment Lists" shall be posted in each work place, with copies supplied to the Union. Such lists shall show the employee's seniority within the Bureau, District or Division; and special Fire Department certification(s). Members assigned after the roster has been established shall be inserted into the roster according to seniority. In case of any question regarding insertion according to seniority, such shall be discussed between the Business Agent and the Bureau Chief or his designee in attempting resolution. Lists shall be updated by the Employer every six months.

An employee shall move to the bottom of the overtime list of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed to perform the duties of Public Education Specialist, Pump Test Operator, and Gas Leak Inspector. In case specialized personnel are needed for such duties, the Employer shall go down the overtime list until reaching the first person certified for the speciality required and offer the overtime. (Employees with such speciality certification shall be asterisked on the list.)

It is further provided:

1. No employee shall be on more than one overtime distribution list.
2. At the end of each month a summary shall be provided to the Union by the Employer showing for that month who worked overtime, who refused, who was not at home when called, who was on lay-up and who was on vacation.

Section 9.3 Vacancies And Promotions.

A. Vacancies.

Promotional vacancies within the bargaining unit created as a result of death, resignation, retirement and discharge for just cause, and which the Employer must fill to maintain the minimum manning agreed to in this Agreement, shall be filled within 45 days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from established lists resulting from job related examinations given to the employees in the classification immediately below the vacancy. Permanent assignments to vacant promotional positions shall be in accordance with the provisions of Article XVI, Section 16.7.

B. Promotional Eligibility Lists.

1. The ranking of employees on promotional lists shall be based upon the employee's ascertained merit which shall be determined by promotional examinations consisting of the following three criteria: written, seniority and oral/proficiency.

The weights to be accorded the criteria included herein shall be consistent with the requirements of Federal Law and shall be subjected to review by the Justice Department.

2. Promotional vacancies shall be filled by the Commissioner from eligible employees certified from the applicable promotional eligibility list. Employees shall be certified for promotion in order of their rank on the list. The employees certified for promotion shall be the five employees having the highest scores (rank) for each position to be filled, but in no event more than fifteen (15) employees more than the number of vacancies to be filled. Vacancies will customarily be filled by employees in the order of their ranking on the list.

An employee certified for promotion to a vacancy may be passed over for any vacancy on an order subject to the following conditions:

- a. No employee may be passed over on more than two orders.
- b. No employee shall be promoted from a new promotional list until all employees who may have been passed over on a previous promotional order have been promoted.
- c. An employee may be passed over on an order only for the following reasons:
 - i. At the time the vacancy occurs the employee is on an injury leave of six months or more for a non-duty related injury; provided, however, that upon the employee's return to duty from such leave he shall be promoted on the next order.
 - ii. A major disciplinary infraction (i.e. charges resulting in a suspension of 15 days or more); provided, however, that if such disciplinary infraction is not sustained the employee shall be promoted on the next order. No disciplinary infraction may be used for more than one order as a reason to pass over an employee on a promotional order.
 - iii. In order to comply with affirmative action ordered by a court.

The Employer shall specify the specific reason in the event that it decides to pass over an employee on an order.

C. E.M.S. Promotions.

1. Career Ladder.

Promotional ranks within the Bureau of Emergency Medical Services (E.M.S.) shall be:

- (a) E.M.S District Commander
- (b) E.M.S. Field Officer
- (c) Paramedic Officer
- (d) Firefighter/Paramedic
- (e) Paramedic

2. Promotions shall come from lists as they may from time to time be established.

Section 9.4 Layoff and Recall.

In the event it becomes necessary to lay-off employees, for any reason, employees shall be laid off in inverse order of their seniority.

Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees on lay-off status, desiring to return to work, have been recalled.

Article X.

Grievance Procedure.

Section 10.1 Definition.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Section 10.2 Procedure, Steps And Time And Limits.

Step I. The employee, with or without the Steward (or the Steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing or orally with the Employer's authorized representative within ten (10) days of its occurrence, or if later, the date on which either the employee or his Union Steward knew or reasonably should have known of its occurrence. The Employer's authorized representative shall then attempt to adjust the matter and shall respond in writing or orally to the Steward within five (5) business days.

Step II. If the grievance is not settled in Step I and the Union with or without the employee wishes to appeal the grievance in Step II of the Grievance Procedure, it shall be referred in writing to the Fire Commissioner or his designated representative within five (5) working days after the receipt of the Employer's answer in Step I. The written grievance shall be signed and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the requested remedy.

The Fire Commissioner or his designated representative shall discuss the grievance within ten (10) working days of receipt of the notice of appeal with the employee and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Commissioner or his designated representative shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

Step III. If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Commissioner is due, either party may, by written notice to the other party, invoke arbitration.

Section 10.3 Arbitration.

A. Within ten (10) working days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement, preferably from a previously agreed to list.

B. If after ten (10) working days the parties are unable to mutually agree upon selection of an arbitrator, the party invoking arbitration shall request the services of the American Arbitration Association (A.A.A.), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services (F.M.C.S.), as described herein. The party invoking arbitration shall request that A.A.A. submit simultaneously to both parties an identical list of seven (7) names of persons chosen from the labor panel. Each party shall thereafter cross off any names objected to, number the remaining names indicating the order of preference, and return the list to A.A.A. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the A.A.A. shall invite the acceptance of the arbitrator to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the A.A.A. shall submit a second and, if necessary, third list. Thereafter, the A.A.A. shall have the power to make the appointment from other members of the panel without the submission of any additional lists. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator.

If the parties mutually agree to utilize the services of F.M.C.S., the parties will contact the Federal Mediation and Conciliation Service ("F.M.C.S.") and request a panel of eight (8) arbitrators. Upon receipt of the panel, either party may strike the first panel and request a second panel of eight (8) arbitrators. No subsequent panel may be requested except with the mutual written agreement of the Employer and the Union. Upon receipt of the panel, the parties will alternately strike names, with the party striking first to be determined by coin toss, until one arbitrator remains, who shall then be notified of his selection.

C. Expedited Arbitration.

Within the ten (10) day period referred to in Section 10.3(A) the Employer and the Union may by mutual agreement elect to utilize an expedited arbitration process in lieu of the arbitration process set forth in Section 10.3(B). Within seven (7) working days after such agreement for expedited arbitration, the parties shall meet or otherwise attempt to select an impartial arbitrator preferably from a previously agreed to list. If the parties cannot mutually agree on the selection of an arbitrator, the parties shall request the services of the American Arbitration Association as described in Section 10.3(B), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services as described in Section 10.3(B).

Section 10.4 Authority Of The Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

Section 10.5 Expenses Of Arbitration.

The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the arbitrator. The arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 10.6 Processing And Time Limits.

Grievances may be investigated and processed during working hours by Union Stewards, representatives, and grievance committees, provided such activities do not interfere with the operations of the Fire Department.

A grievance not filed or appealed within the established time limits shall be deemed waived. If the Employer fails to reply within the established time limits then, at the Union's option, it may automatically advance to the next step.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and holidays.

Section 10.7 Processing Grievances.

Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other Union representatives who may represent employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union.

Any Union representative whose participation in grievance meetings held pursuant to the provisions of the Article is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

Section 10.8 Meetings Between The Parties.

Upon request of either party, the Union President or designee and the Fire Commissioner or designee shall meet every three (3) months at a mutually agreeable time and place to exchange views and discuss matters of mutual concern that do not involve negotiations and that do not constitute the processing of a pending grievance.

Article XI.

No Strike And No Lockout.

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement. Any or all employees who violate this clause shall be subject to immediate discharge.

Article XII.

Safety, Health And Welfare.

Section 12.1 Hospitalization And Medical Coverage, Dental, Optical, Life Insurance Programs.

A. The Employer agrees to make available to eligible employees and their eligible dependents the "City of Chicago Medical Care Plan for Employees", the City Dental Plan, the City Vision Care Plan, and the City's Life Insurance Plans, all of which are attached hereto, made a part hereof, and respectively identified as appendices C, D, E and F. The definition of eligible employees and eligible dependents is set forth in each respective program or plan. Eligible dependents, in plans C, D, and E, are those dependents who are unmarried and less than 25 years of age regardless of an employee's date of hire. The Employer shall contribute the full cost for employee coverage. Contributions for dependent coverage is set forth in Section 12.1E.

B. The Employer also agrees to make available to the following other persons the hospitalization and medical program, the dental plan, and the optical plan: employees who retire at age 63, (i.e., mandatory retirement) and their eligible dependents; widows and children of employees killed in the line of duty; former employees on pension disability (both duty and occupational) and their eligible dependents; widows and children of deceased employees who were formerly on pension disability. The Employer will contribute the full cost of coverage for any of

the above enumerated persons who elect coverage under any plan or plans. However, coverage under a plan for such persons shall terminate when a person either reaches the age of 65 or ceases to be a dependent as defined in a plan, whichever occurs first.

C. Employees who retire before the age of 63 (i.e., early retirement) pursuant to the pension statute shall be allowed to participate in the City of Chicago Annuitants Medical Benefit Plan until reaching age 65, provided they pay the then current contribution rate. The following are the current contribution rates:

1. A maximum of \$55.00 per month for single coverage;
2. \$110.00 per month for coverage of a family of two (2);
3. \$150.00 per month for coverage of a family of more than two (2).

D. The City paid life insurance for all employees covered by this Agreement shall be \$15,000 and the A.D. & D. will be \$2,000. In all other respects the life insurance program will conform to the provisions and costs of the life insurance coverage accorded to sworn City employees. A summary of the City Life Insurance Program will be placed in the Agreement as Appendix F.

E. Contributions--Moratorium.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contribution.

It is provided that if any other group or bargaining unit of employees of the Employer pays less in contributions or pays contributions at a later effective date for equivalent benefits and coverage, then the contributions set forth herein shall be reduced to such level and/or delayed to the later date, as the case may be.

It is further provided that the Employer shall not make any proposal, and is precluded from making any proposal, for any increase in employee contributions to take effect sooner than July 1, 1992 for any health and welfare program, plan or benefit covered in this Agreement.

Section 12.2 Safety And Health.

A. Applicable Laws and Regulations.

It is agreed that the Employer and all employees will comply with all applicable laws and regulations governing safety and health matters. The Employer will continue to make reasonable provisions, in compliance with such laws and regulations, for the safety and health of its employees.

B. Joint Committee.

The Joint Committee shall make recommendations to the Fire Commissioner as to any safety conditions, rules and equipment which it may deem in need of change and improvement in order to achieve proper standards of safety and health and to minimize accidents, injuries and illness in the Fire Department. The Department shall provide notice to the Joint Committee of changes in work clothes, protective clothing or turn out gear at least thirty (30) days prior to the implementation of such change. The Fire Commissioner shall promptly issue a report to the Committee as to his views regarding the Committee's recommendations.

C. Inoculations, Tests, Screening.

1. Upon notification to the Employer by the employee, E.M.S. employees on a voluntary basis shall be granted, at Employer expense, prophylactic inoculations for:

- a. Hepatitis B Virus (H.B.V.), and
- b. As prophylactic inoculations become available, for:
 - (i) Additional strains of Hepatitis;
 - (ii) Human Immunodeficiency Virus (H.I.V.) related conditions;
 - (iii) Acquired Immune Deficiency Syndrome (H.I.V.) antibody positive conditions.

2. Upon notification to the Employer by the employee that a bargaining unit employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U. S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee on a voluntary basis, shall be granted, at Employer expense, medically necessary tests and/or screening, and prophylactic treatment.

Section 12.3 Pensions.

A. For the term of this Agreement, the Employer agrees not to exercise its Home Rule power to reduce the benefit provisions of the Illinois Revised Statutes, Chapter 108 1/2, Article VI, "The Firemen's Annuity and Benefit Fund--Cities Over 500,000".

Article XIII.

No Discrimination.

Section 13.1 No Discrimination.

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or nonmembership, but this section is not intended to interfere with the operation of Section 1 of Article III of this Agreement. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion or political affiliation.

Section 13.2 Gender.

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees.

Section 13.3 Union's Duty Of Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in *Vaca v. Sipes*, 386 U. S. 171.

Section 13.4 Affirmative Action.

A. The parties agree to establish and implement an affirmative action program in accordance with the terms and conditions of the I.A.F.F. recruitment and equal opportunity programs as further described in Appendix G of this Agreement.

B. Polygraphs.

The Employer agrees that no prospective employee shall be required to take a polygraph examination as a condition of employment with the Employer, and a prospective employee's refusal to submit to a polygraph examination shall not be cause for rejection for employment.

Article XIV.

Management Functions.

Section 14.1 Management Functions.

It is the right of the Employer to unilaterally determine matters of inherent managerial policy and to implement decisions with respect thereto, which include, but are not limited to, the following: the right to determine services to be offered by its agencies; to establish its overall budget; to direct its employees; to determine the content of examinations, the

necessary requirements to participate in the examination process, and the minimum qualifications for all positions; to discipline or discharge employees for proper cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which government operations or a unit thereof are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organization and the technology of performing its work.

This Agreement shall be construed however as requiring the Employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

Article XV.

Duties.

Section 15.1 Duties.

All employees shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The assignment of duties not related to fire suppression, prevention, extinguishment and delivery of emergency medical services, including the maintenance of equipment and the customary house duties, shall be grounds for a grievance under Article X. Nothing in the above duties description shall limit assignments during emergency conditions and/or circumstances which threaten citizens' lives and/or property.

Article XVI.

General Provisions.

Section 16.1 Union Bulletin Boards.

The Employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such boards for posting abusive or inflammatory or partisan political material.

All material shall be signed and approved by the authorized representative of the Union prior to posting.

Section 16.2 Discipline And Discharge.

A. Disciplinary actions instituted by the Employer shall be for reasons based upon the Employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action he shall have the option to assess the following penalties:

Oral Reprimand

Written Reprimand

Suspension

Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures specified in Chapter 25.1 of the Municipal Code and any City of Chicago Personnel Rules. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

D. Disciplinary actions recorded in the employee's personnel files shall not be used after 12 months to justify subsequent disciplinary action except for a related offense.

E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. Copies of the following documents shall be given to the employee at this notification and review meeting:

1. Allegation of violations of Rules and Regulations;

2. Statement of charges and specifications;
3. Employee's initial statement of facts;
4. Acknowledgement of notification and review;
5. Disciplinary officer's recommendation;
6. Copies of the employee's pertinent past discipline.

The employee shall be entitled to Union representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, except for information which the Department deems to be confidential, shall be open and available for inspection and copying by the affected employee, or his Union representative with the specific written consent of the employee, during regular business hours.

It is agreed that any material and/or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the employee's interests.

Section 16.3.

A. No Acting Out of Classification.

No employee shall be required or volunteer to perform duties of any other rank or classification during the term of this Agreement except as set forth in Section 3.4C, Section 16.3B and/or 16.4D of this Agreement.

B. Emergency Manpower Shortages.

To avoid the temporary shutdown of companies due to unexpected or unscheduled absences or incapacity that cannot be immediately covered by detailing, overtime or holdover pursuant to Articles 9.2 or 5.6 respectively, members of the bargaining unit may be temporarily assigned to act in a higher or lower rank subject to the conditions enumerated below:

- i. If acting in a higher rank the employee shall be compensated for the period of act at the same rate he would earn if promoted to that higher rank or if acting in a lower rank then at the employee's regular rate of pay.
- ii. The acting employee will perform the duties of the higher or lower rank or classification for a maximum of four (4) hours except in the following situations:

- a. The acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Article 9.2 within the four hours; or
- b. The fourth hour of the acting period runs past midnight. If this occurs the acting employee shall continue to act for the balance of the tour of duty.

For the purposes of this section the four hour period shall begin from the time the shortage occurs if the company is in quarters, or from the time the company returns to quarters if the shortage occurs when the company is not in quarters. The Employer shall diligently attempt to fill the manpower in accordance with Article 9.2 during the four hour period.

In the event that no employee is available for overtime recall pursuant to Article 9.2 the acting employee will continue to act for the balance of the tour of duty and the company will not be put out of service.

- iii. In the Bureau of Fire Extinguishment the senior person on the particular apparatus on the shift shall have priority for the acting assignment. Priority as to an acting assignment in the Bureau of E.M.S. shall be to the senior person in the District on the shift.
- iv. The District Chief or his designee immediately shall notify the Union by phone at its office advising as to the existence of any manpower shortage, the assignment of personnel to act in a higher or lower rank and/or recall of employees on overtime. If the event occurs during non-business hours, however, the District Chief or his designee will notify the Union by phone at the earliest opportunity on the next business day. In either case, as soon as possible, the District Chief or his designees also will cause to be made a written incident report covering the circumstances, including the action taken to comply with the collective bargaining agreement, and forward the report simultaneously both to Department Headquarters and to the Union.

When an employee acts out of classification to fill a shortage occurring before 8:00 P.M. for a period longer than four hours the Union and the Employer shall meet on the next regular business day to negotiate a solution to rectify this condition. It is agreed that the negotiations of the solution will proceed from the premise that the minimum manning provision shall be maintained and the shut down of emergency apparatus avoided.

Section 16.4 Minimum Manning.

A. The vehicle and equipment manning complements which are currently maintained shall continue to be maintained at those levels (i.e., five (5) men on all trucks and engines) except as set forth in Section 16.4D for the balance of this Contract term.

B. E.M.S. Manning.

For the term of this Agreement, the Bureau of Emergency Medical Services will be staffed as follows:

1. 6 E.M.S. District Commanders--eight (8) consecutive hours, Monday through Friday.
 2. 6 E.M.S. Field Officers--on a daily basis.
 3. One (1) Paramedic and one (1) Paramedic Officer in each of the 53 Ambulances on average on a daily basis over a one week period (Monday-Sunday), but no less than 49 ambulances on a daily basis.
 4. If due to exceptional circumstances on a given day forty-nine (49) ambulances cannot be maintained in service, or if the 53 ambulances per day by weekly average cannot be maintained in service, the Union shall be notified in either or both instances, and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.
 5. To meet necessary manning requirements, the Employer may make use of cross-trained Firefighter/Paramedics.
- C. Cross Training Program.

The Department will provide cross training for Fire Fighters and Paramedics to the extent the Fire Commissioner deems desirable. Employees who achieve dual certification will receive incentive pay.

Recognizing that the Bureau of Emergency Medical Services within the Department is staffed with employees not only specializing in medical service, but highly trained in the non-emergency, non-medical operating procedures of the Department, a program will be established to include in each Fire Fighter Candidate Class, a complement of Certified Chicago Fire Department Emergency Medical Services uniformed personnel. Each candidate Fire Fighter Class, certified by the Department of Personnel from a Fire Fighter entry level eligibility list, shall include a minimum of 2% (Effective 1/1/89; 5%) of such Emergency Medical Services personnel receiving a passing grade on the Fire Fighters eligibility list. Those selected based on the 2% (Effective 1/1/89; 5%) provision shall be selected on the basis of their relative standing on the eligibility list and not be selected on the basis of seniority.

Emergency Medical Services personnel who become Fire Fighter candidates and those who become Fire Fighters shall receive the pay and grade they had received prior to becoming Fire Fighters; however, this is restricted to paramedics and paramedics officers only. These personnel shall get credit for service rendered as E.M.S. personnel, in terms of step and grade. Regarding Paramedic Officers who become Fire Fighters, future promotions to the rank of Fire Engineer, should that occur, shall not cause any change in their pay grade status at the time of such promotion, it being understood that employees shall be entitled to their normal step increases. Thereafter, promotion to the rank of Lieutenant and above shall be treated in accordance with promotional/pay procedures.

D. Variance.

- a. The minimum manning requirements of Section 16.4A shall be waived after all detailing has been accomplished, (the City may exercise wide discretion to cover vacancies provided it follows the information requirements set forth in paragraph C and the criteria for the original vacancy set forth below), to the extent of one person per company, to a maximum of 15 positions at any one time, for absences as follows:
1. Educational leave;
 2. Injury or illness lay up (to include both long and short term lay up);
 3. Disciplinary/Grievance hearing of less than 4 hours;
 4. Department medical appointments;
 5. Funeral details/Bereavement leave;
 6. Training of less than 10 hours duration;
 7. Awards program;
 8. Food shopping for one hour in the morning for each house (not to be included in the 15 positions above).
- b. In addition, the restrictions on acting out set forth in Section 16.3, shall also be waived to a maximum of fifteen (15) at any one time, for reasons listed in paragraph a within a fire company or with respect to an ambulance company, for the positions of Engineer and above and Paramedic Officer and above, and the most senior qualified of the available employees within the Company shall act out and be compensated for the period of acting at the same rate he would earn if promoted to that higher rank (or at his own regular rate if higher than the rank of the position in which he is acting.) Whenever feasible, the employee selected shall be from the same Company where that office or vacancy exists; however, the ultimate determination and selection of the appropriate employee to fill the acting out of classification vacancy shall be left to the discretion of the Department.
- c. The Company in which the absence occurred, as specified in paragraph a, does not have to be the Company which operates with minimum manning or an acting out of classification variance; i.e., the City may detail employees from one Company to another to cover the particular vacancy at its discretion. However, the Union shall be notified on a daily basis when the original permitted absence occurred and the reason for the absence and the Company in

which such absence occurred, as well as the Company in which the minimum manning or acting out of classification variance was exercised.

- d. Under no circumstances shall any engine or truck company operate with less than four employees. Further, no ambulances will operate with less than 2 employees.
- e. The Union will be notified within 48 hours in writing of the use of variances to manning and acting, and in the event that a manning or an acting variance is used by the City in excess of the maximum number permitted or when a manning or acting variance is used for a reason not specifically authorized in the Agreement, the employee or employees on the top of their respective overtime distribution lists shall receive pay for the period involved (not less than 12 hours) at 2 1/2 times their hourly rate.

Section 16.5 Residency.

All employees covered by this Agreement shall be actual residents of the City of Chicago.

In an arbitration, the Union may not challenge the validity of the residency law or requirement. However, it may assert that an employee discharged for failure to meet the residency requirement was not discharged for "just cause," if it can be shown that other City employees similarly situated who also fail to comply with the residency requirement were either not discharged or suffered lesser penalties. In that circumstance, the factual questions together with the question of just cause whether the discharge was discriminatorily based are matters for the arbitrator.

Section 16.6 Mileage Allowance.

Employees in the Fire Prevention Bureau shall be paid twenty-two and one-half (22 1/2) cents per mile, to a maximum of \$150.00 per month when they are required by the Employer to use their personal car or vehicle to perform city work during their hours of work. An employee who receives such compensation shall provide proof of insurance coverage as specified in the Classification and Pay Plan (Automobile Allowance, Provision "F").

Mileage allowance shall normally be received by the employee within thirty (30) days of the date on which the employee's mileage claim is submitted.

Section 16.7 Permanent Assignments And Transfers.

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by this Agreement.

B. All employees shall be eligible for and maintain a permanent job classification and/or rank assignment within the respective bureaus and districts of the Fire Department.

C. Permanent Assignments and Transfers.

1. Vacancies in a permanent assignment for any reason, including but not limited to any due to an assigned employee's retirement, resignation, promotion, transfer, death, discharge for cause, authorized leave of absence in excess of three (3) months, and any due to newly created assignments or positions in the Bureau of Fire Suppression and Rescue, Bureau of Fire Prevention, and Bureau of Emergency Medical Services shall be filled on the basis of seniority. Such assignment vacancies in the classifications and/or ranks of firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority by geographically designated offices in that Bureau. (i.e., South, West, North, Central and North Kedzie). It is provided, however, that upon the posting of reasonable job qualifications, such qualifications to be determined by the Employer, for the positions of Repair Shops, Training Instructor, Training Officer, Fire Investigations, Squads, Hazardous Material Unit, Air Mask Service, Communications Van and Air Sea Rescue, such jobs shall be filled on the basis of seniority by employees who have such qualifications.
2. Notwithstanding the aforesaid, the following assignments or positions all of which require the use of specialized training or skills based upon reasonable minimum job qualifications, the contents of which is to be determined by the Employer, need not be filled by the Employer based on seniority, though the Employer shall take seniority into account:
 - Research and Planning
 - District Aide
 - Non Exempt Administrative Positions
 - Personnel
 - E.P.D.S.
 - Inspection and Audits
 - Helicopter Pilots
 - Finance and Fiscal Management
 - Records
 - Property Management

- Building Maintenance
- Fire Communications
- Photo/Media Unit

3. Within the first two (2) weeks of the months of January, April, July and October, the Employer shall post a list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Employees within the same job classification and/or rank desiring a transfer or permanent assignment shall make a transfer application for the vacancy or vacancies of their choice, a copy of which shall be delivered to the Union and the applicant. The Employer shall grant the transfer or permanent assignment to the successful applicant having made application within fifteen (15) days of the vacancy list being posted except where a different assignment is dictated by bona fide operational needs of the department. Such exception shall not exceed four percent of the number of permanent assignments made in each transfer order. Concurrent with the posting of the transfer order the Employer will identify on the order the number and rank of the employees transferred to a permanent assignment which are to be charged against the four percent exception. For the term of this Agreement the original assignment of candidates to active companies shall not be charged against the four percent. The original assignments of candidates shall take place after the posting of the transfer order (i.e., not more than 30 days thereafter) and before the posting of the next vacancy order. Any vacancy not bid upon shall be assigned to employees in relief positions, in accordance with Section 16.7D of this Agreement.
4. The duties of Battalion Aide and the Deputy District Aide shall be performed by an employee permanently assigned to a designated company housed with the Battalion Chief or Deputy District Chief. When vacancies exist in the designated company housed with the Battalion, the Battalion Chief or Deputy District Chief may request a single employee to be permanently assigned to the company for the purpose of assuming the duties of Battalion Aide or Deputy District Aide and said selection shall be without regard to seniority. The Battalion Aide or Deputy District Aide shall be detailed from such permanent assignment to perform the duties of Battalion Aide or Deputy District Aide at the option of the employee and with the approval of the Battalion Chief or the Deputy District Chief. Such detail shall last for thirty (30) day periods which may be extended by mutual agreement of the aide and the Battalion Chief or Deputy District Chief. It is specifically provided, however, that such detailing shall not be an exception to the minimum manning requirements.

D. Relief positions.

1. Relief positions shall not be considered permanent assignments. An employee who does not receive a permanent assignment after three (3) successive transfer orders may be assigned to any permanent vacant position remaining

on the third transfer order after all other requests have been granted; provided, however, that the Employer shall assign the employee to any permanent vacant position remaining on the third transfer order that is closest to the employee's residence, and provided further that the employee may bid for a permanent assignment on the next transfer order without regard to the one (1) year limitation. If more than one employee is subject to this assignment, the employee(s) on relief the longest will be the first assigned.

2. Subject to the foregoing, relief positions shall operate out of the districts rather than headquarters, except in the rank of Battalion Chief and E.M.S. Field Officer and District Officer which operate out of their respective bureaus/headquarters. Initial promotional assignments to relief positions shall be made by the Employer; except that before promotional assignments to relief positions are made, employees then in relief positions and employees in forty (40) hour permanent positions may bid for and on the basis of seniority receive a minimum of 60% of the relief positions to be filled. Bids shall be closed fifteen (15) days after posting.
3. It is further provided, that any increase or decrease in the number of Bureaus or Districts or the restructure of any Bureaus or Districts deemed necessary by the Employer which would necessitate a decrease, expansion or rotation of relief positions shall without limitation entitle the senior relief employee(s) to opt for a change to any involved positions of his/her choice.
4. The Department will administer the following policy: When the Employer determines that there is an excess on a shift by Daley Day within a District, the least senior relief employee shall be moved unless a more senior relief employee assigned to the shift and Daley Day where such excess exists opts for the change, in which case the senior employee shall be moved. Any dispute in administering this policy shall only be resolved pursuant to discussions between the Business Agent and the District Chief or his designee.

E. The transfer of an employee to a vacancy or assignment of his choice, either pursuant to Section 16.7C or the second and third paragraph of Section 16.7D, that results in the working of successive shifts of a Daley Day change, shall constitute an exception to Section 4.1 of this Agreement.

F. No employee shall be transferred or detailed for punitive reasons.

Section 16.8 Contracting And Subcontracting Of Work.

The Employer recognizes the integrity of the bargaining unit. It is intended and understood that the work described herein, which encompasses all the work of the Fire Department in all of its Bureaus and facets is exclusively the work of bargaining unit employees and, except as otherwise provided, shall be performed by bargaining unit employees.

During the term of this Agreement the Employer shall not contract out, subcontract, or in any manner transfer out or assign to others any work performed by employees covered in this Agreement, except in the case of an emergency involving a natural or human disaster, or where non-bargaining unit personnel or persons have performed such work since January 1, 1984. Further, non-bargaining unit personnel or persons may only perform such work or work similar and related to that which they performed since January 1, 1984, strictly provided that any work performed by non-bargaining unit personnel or persons shall not limit any bargaining unit employee's promotional opportunities, cause any bargaining unit employee's classification to be lowered or eliminated, or cause any bargaining unit employee to be laid off or displaced.

The terms contract out or subcontract shall include any agreements requiring work by employees to be performed outside the corporate limits of the City of Chicago or the use of other employees of the City or any other City, Business, etc., to perform the work of the bargaining unit members.

Section 16.9 Protective Gear And Clothing Allowance.

1. The City shall furnish to all uniformed members of the fire fighting services, as prescribed and/or directed by the Fire Commissioner and consistent with the provisions of Section 12.2, dress uniforms, work clothes, and protective clothing and gear, which shall be replaced at the City's expense when worn out through normal use or destroyed or damaged beyond repair. Replacement will be accomplished by the Department as soon as possible and shall be made on an exchange basis, except for a new issue for which no exchange will be necessary. The Employer is not responsible for replacing items lost or stolen. All clothing, except fire coats, helmets, fire boots and dress uniforms shall be considered used up after five years.
2. Effective January 1, 1988, an employee will receive the sum of \$100.00 per year, \$50.00 payable on or before March 1st and \$50.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

Effective January 1, 1989, a platoon employee will receive the sum of \$175.00 per year, \$87.50 payable on or before March 1st and \$87.50 payable on or before September 1st; a 40-hour employee will receive the sum of \$350.00 per year, \$175.00 payable on or before March 1st, and \$175.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

Section 16.10 Hook And Ladder, Squad Drivers, Tillerman, Shop Apparatus.

The Employer shall pay the regular Driver and Tillerman of Hook and Ladder Companies, Drivers of Squad Companies and "C" licensed repair shop drivers (fire fighters permanently assigned to the repair shop) at the employee's next pay step. If the employee is at his maximum pay step, that employee will receive an additional three percent (3%). The regular driver of the Company shall be the employee selected by the Company Officer and whose duties normally encompass driving the apparatus or squad.

Section 16.11 Training.

A. The Employer and Union are committed to the principle of training for all employees in order to improve the efficiency and effectiveness of the Fire Department. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Fire Department. Training shall be scheduled by the Fire Commissioner or his designee. The Employer will furnish training to the extent it determines necessary and possible in keeping with operational needs and manpower scheduling, for employees interested in becoming qualified for positions of Repair Shops, Training Instructors, Air Mask Service, Air Sea Rescue and Squads. Employees will attend training sessions during their normal hours of duty. Training will be scheduled in a manner which does not undermine or erode the minimum manning standards established in this Agreement.

B. The Employer and Union shall each name three (3) representatives to a training committee. Such committee shall meet and discuss ways to improve training and may, by mutual agreement, make recommendations to the Fire Commissioner. The Commissioner shall promptly issue a report as to his views as to the committee's recommendation. Members of the training committee shall be provided with access to training materials and curriculum, and shall be allowed to monitor training sessions on their off days conducted prior to or concurrent with the training committee's meetings in order to facilitate the committee's work.

Section 16.12 Medical Benefit Letter.

Upon written request the Employer shall furnish to all employees who in the course of their employment are injured or become ill resulting from the performance of their duties, a statement showing the period of absence and the amounts received during the period of absence due to such injury or illness. Upon written request the Employer shall also provide to each occupational or duty disability retiree the same statement as above covering the period of absence due to the injury or illness prior to retirement.

The Employer will continue to furnish these documents upon request of the employee until the Internal Revenue Service concludes that they are of no value for tax purposes.

Section 16.13 Indemnification Of Employees.

A. Employer Responsibility.

The Employer shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Section 16.13D.

B. Legal Representation.

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

C. Cooperation.

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this section.

D. Applicability.

The Employer will provide the protections set forth in Sections 16.13A and 16.13B above so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 16.13C with the City of Chicago in defense of the action or actions or claims.

E. Indemnification.

Any obligation of the City of Chicago to indemnify employees for punitive damages assessed, adjudged or otherwise levied shall be based upon City ordinances and/or State statutes providing for such indemnification.

Section 16.14 Special Compensation Time.

If, as a result of a declaration by the Mayor, all employees of the City of Chicago except for police and fire department employees are given a day off or portion thereof with pay, then all employees covered under this Agreement who are required to work during such excused time shall be given additional pay at the straight time hourly rate for all the hours that normally would have been worked by such other City employees.

Article XVII.

Rules And Regulations.

Section 17.1.

A. The Union agrees that it and its members shall comply, in full, with all Fire Department rules and regulations and practices and procedures that are not in conflict with the provisions of this Agreement.

B. The Employer shall name three representatives and the Union shall name three representatives to sit as a committee to review the existing Fire Department rules and regulations. Such committee shall meet promptly and may by mutual agreement make recommendations to the Fire Commissioner. The Fire Commissioner shall promptly issue a report as to his views to the committee's recommendations.

Section 17.2.

New or revised rules and general orders having the effect of changing a rule or regulation may be established from time to time by the Employer. Any such new or revised rule(s) or general order(s) shall be posted ten (10) days before they become effective or

enforceable. Where possible, the Employer shall endeavor to discuss proposals for new rules and regulations and general orders with the Rules and Regulations Committee prior to posting.

Section 17.3.

The Employer agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal the grievance procedure for violation of this clause.

Section 17.4 Career Service Exemption.

Chapter 25.1 of the City Code and the rules and regulations promulgated thereunder by the Department of Personnel shall continue in effect to the extent that they are not inconsistent with or in conflict with the provisions of this Agreement.

Article XVIII.

Savings Clause.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

Article XIX.

Guarantee Of Terms.

The Employer agrees that this Agreement shall be immediately submitted to the City Council of the City of Chicago for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. Such action by the Council shall commit the City of Chicago to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

Article XX.

Duration And Termination.

Section 20.1 Notice.

This Agreement and each of its provisions shall be effective as of (January 1, 1988) and shall continue in full force and effect until (December 31, 1991) and thereafter, unless either party shall notify the other in writing 150 days (or by August 1, 1991) prior to the anniversary date of the contract that it desires to modify and/or amend this Agreement.

Section 20.2 Negotiations.

Negotiations shall commence thirty (30) days later (or by September 1,) and shall continue for a period of sixty (60) days or to November 1st. The parties may extend the negotiation period by mutual agreement.

Section 20.3 Impasse Resolution -- Binding Arbitration Board.

In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using the same procedures specified in Article X hereof for the selection of a neutral arbitrator who shall be a member of the National Academy. The terms decided upon by the Arbitration Board shall be submitted as provided by applicable state law. The terms of the current agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

Section 20.4 Ratification And Enactment By The City Council.

A. If the parties reach a complete agreement as to the items for negotiation at the end of the negotiating period (Section 20.2), the following procedures shall apply:

- i. The agreement will first be presented to the Union membership with Local Number 2's Executive Board recommendation for ratification.
- ii. Within fifteen (15) days after ratification by the Union membership, the agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and the Union shall cooperate to secure this legislative approval.
- iii. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications

can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 20.3 of this Article upon ten (10) days written notice to the other party.

For purposes of this section, rejection by the City Council will be in accordance with applicable State law.

Section 20.5 Signature.

In Witness Whereof, the parties hereto have affixed their signatures this _____ of _____, 1988.

[Signature forms omitted for printing purposes.]

[Appendices B1 through B6 attached to this agreement printed on pages 15586 through 15591 of this Journal.]

Appendices A, C, D, E, F and G attached to this agreement read as follows:

Appendix A.

Confidential Employees.

A maximum number of thirty-five (35) employees may be excluded from the bargaining unit as confidential employees.

Appendix C.

About Your City Of Chicago Medical Care Plan.

Your City of Chicago Medical Care Plan is a valuable personal asset. It can save you thousands of dollars if you or a dependent become ill or injured.

This is a summary of your Plan. See the Plan Document for full details. If you have questions, call or visit the City Benefits Management Office, 5th Floor, Kraft Building, 510 N. Peshtigo Court, 744-1569.

If other terms of your collective bargaining agreement change any Plan provisions, those other terms will apply.

You have a choice in picking the kind of medical coverage you want. You can enroll in the City Plan or an H.M.O (Health Maintenance Organization). You have this option once each year during an Open Enrollment Period, usually in June. If you want more information about H.M.O.'s call the City Benefits Management Office.

Eligibility.

You will be eligible for coverage if you are a full-time salaried employee.

Your eligible dependents are:

- Your spouse, unless your spouse is also a City employee eligible to participate in the Medical Care Plan;
- Unmarried children under age 25, regardless of your date of employment;
- Children for whom you have been appointed legal guardian if other eligibility requirements are met;
- Unmarried children of any age incapable of self-support due to mental retardation or physical handicap and dependent on you for support and maintenance if satisfactory proof of incapacity is received and all other eligibility requirements are met; and

"Children" include: stepchildren, children placed in a home for adoption and legally adopted children. A child of an eligible employee shall not be eligible if a divorce decree or other valid judgment imposes upon a person other than the eligible employee or his/her spouse the responsibility to provide medical care for such child.

Effective Date of Coverage.

The coverage provisions described in this Plan Document shall be effective July 1, 1988 for all Employees represented by Fire Fighters Local 2 whose first day of employment with the Employer is June 30, 1988 or earlier. All new Employees will be eligible for benefits described in this Plan Document on the first day of the month following the employee's first day of employment with the Employer if this Plan is effective at that time for other Employees in the same job title.

You must submit an enrollment document to have coverage.

Coverage for your eligible dependents will be effective on the day the dependent becomes eligible for benefits (if you are enrolled for benefits at that time). If you do not submit satisfactory documentation within 60 days of the date of eligibility, expenses during the 60-day period will not be eligible for reimbursement. The dependent will then be ineligible for benefits until the first day of the month following the receipt in the Benefits Management Office of satisfactory proof of dependency.

The effective date of coverage for a dependent who is confined in a hospital on the day coverage would otherwise be effective will be deferred until the day following the date the dependent is discharged from the hospital. This requirement is waived for newborn babies.

Contributions.

Employees with dependents who are covered shall contribute for such dependent coverage as follows:

Employees not enrolled in an H.M.O.	\$2.00 per pay period
Employees enrolled in an H.M.O.	\$1.50 per pay period

Employees without dependent coverage are neither required nor permitted to contribute to the cost of coverage under this Plan, except as otherwise provided in the Plan.

Termination Of Coverage.

The coverage with respect to any individual Employee shall terminate as of the earliest date determined in accordance with the following provisions:

- the date of termination of this Plan;
- the date the Plan is amended to terminate the coverage with respect to the class of Employees of which the Employee is a member;
- the date the Employee's active employment with the Employer is terminated by discharge, retirement, resignation, layoff or separation;
- the effective date of the Employee's leave of absence;
- the date it is determined that an Employee has knowingly submitted false bills or bills for ineligible dependents for reimbursement under this Plan;
- the date on which an Employee's absence without pay for his or her employment exceeds five (5) consecutive working days;
- the thirty-first (31st) day following the date of an Employee's suspension if suspension is for a period in excess of thirty (30) days; or
- the pay day upon which the Employee fails to make any required contribution, provided however, the Employer must provide the Employee the opportunity to make any required contributions and provide the Employee with written notification thereof.

Notwithstanding the above termination provisions, coverage will be continued under the following circumstances:

- an Employee on Ordinary Disability may continue coverage while receiving pension plan Ordinary Disability benefits by paying the monthly cost of coverage;
- an Employee on an approved personal medical leave may continue coverage for up to six (6) months by paying the monthly cost of coverage;
- an Employee receiving paid Sick Leave or Extended Sick Leave benefits may continue coverage at no cost to the Employee for the duration of such benefits;
- an Employee receiving Duty Disability benefits from an Employer pension plan may continue coverage at no cost to the Employee for the duration of such benefits;
- an Employee under a suspension in excess of 30 days may continue coverage after the thirtieth (30th) day of suspension by paying the monthly cost of coverage; and
- an Employee on an approved personal leave of absence of less than thirty (30) days may continue coverage by paying the monthly cost of coverage on a pro-rated basis.

Notwithstanding any of the above provisions, if benefits with respect to a Totally Disabled person terminate for any reason other than for payment of the Maximum Benefit or non-payment of required premiums, benefits shall be extended without payment of premium for the disabling condition during such Total Disability:

- (a) for 3 months for Hospital benefits; and
- (b) for the period of time the Employee was covered by the Plan if that period is less than 12 months for Major Medical benefits; and
- (c) for 12 months if the Employee was covered by the Plan and at least 12 months for Major Medical benefits. However, this 12 month extension shall not continue beyond the date such person becomes covered by another group, franchise, Blue Cross/Blue Shield or other insurance, service or prepayment plan providing benefits with respect to medical care.

If coverage for you or a dependent is terminated, you or your dependent will be eligible for an individual policy providing hospital and surgical benefits. You must apply within 31 days after termination of eligibility, subject to the insurance company's rules and premium rates for such individual policy in use at the time of application. The policy will be issued without evidence of insurability. It is your responsibility to obtain forms and make applications for coverage.

Getting Coverage For Additional Dependents And New Hires After July 1, 1988.

You must fill out an enrollment form. You must also give the City proof of dependency before coverage for your dependent(s) begins. Dependency may be proved by the following documents:

- Marriage certificates;
- Birth certificates for all children you claim as dependents (including a newborn child);
- Divorce decrees if the City employee and his/her spouse are not the two parents shown on a child's Birth Certificate;
- Adoption papers for legally adopted children;
- Court orders if you are obligated to provide coverage for other children; and
- Proof of mental or physical incapacity on a form provided annually by Benefits Management Office if such incapacity is the basis for continued eligibility.

Additional documentation may be required by the Benefits Management Office.

All certificates, court orders and divorce decrees must be certified--you cannot send photocopies. If you supply the City Benefits Management Office a self-addressed, stamped envelope along with your enrollment documents, your documents will be returned to you.

If you need information about where to get certified copies or have any difficulty providing proof of dependency call the City Benefits Management Office.

Hospital Pre-Certification.

To receive full benefits from the Plan you must notify a Medical Service Adviser (M.S.A.) before you or an eligible dependent are hospitalized. The telephone numbers for the Medical Service Advisers (M.S.A.) are 1-800-247-9204 in Illinois; and 1-800-325-4706 out of Illinois.

This requirement is waived:

1. If you do not have 24 hours notice of the hospitalization;
2. In an Emergency, and for a maternity confinement.
(Must notify within 48 hours.)

You must contact a Medical Service Adviser (M.S.A.) prior to admission to the hospital. A call from the hospital will not protect your benefits. For Pre-Certification to occur the Advisers must know who will be hospitalized, the hospital where confinement will occur, when the patient will be hospitalized, the reason for the hospitalization and the name of the admitting Physician.

A Medical Service Adviser (M.S.A.) can meet with you (or your spouse) or talk to you on the telephone. They will work with you and your personal Physician if you or an eligible dependent will be hospitalized. Your adviser will:

- Discuss alternatives to in-hospital care;
- Work with your Physician during a hospital stay to help arrange for you or your dependent to leave the hospital as early as possible; and
- Stay in touch with a patient once at home to help speed recovery.

The Advisers will play a very important role in your health care, but a Medical Service Adviser (M.S.A.) will never replace your personal Physician.

Unless a hospitalization is due to an emergency or maternity, you should contact a Medical Service Adviser (M.S.A.) before entering a hospital. This is very important because the City's Preferred Provider Organization (P.P.O.) Plan pays only a portion of your cost and you are penalized if you do not contact the Adviser.

If the employee fails to pre-certify or otherwise comply with the provisions set forth in this Plan regarding the Hospital Pre-Certification Program, he/she will be responsible for the first \$1,000 of any hospital bill for that confinement.

If the employee fails to obtain a mandatory second surgical opinion and proceeds to have the surgery or procedure performed, he/she will be responsible for the first \$1,000 of any medical expenses related to the surgery or procedure.

Penalties as described above will not be included in the employee's maximum out-of-pocket limit.

Hospital Coverage

Benefit Program Highlights

Lifetime Comprehensive Major Medical Coverage: \$1,500,000.00

Deductible: (per individual, per calendar year)

	All Covered Expenses	Non-P.P.O. (inpatient confinement only)
-- For all services (exceptions noted below) during calendar year, including inpatient P.P.O. hospital charges.	\$50	
-- There is a limit of 2 full individual deductibles per family per calendar year.		
-- For all inpatient services at a Non-P.P.O. hospital per calendar year.		\$150
There is a limit of 2 full individual deductibles per family per calendar year.		

Note: The \$50 P.P.O. deductible and the \$150 Non-P.P.O. deductible are separate deductibles.

Preferred Provider Organization (P.P.O.) Services.	P.P.O. Coverage	Non-P.P.O. Coverage
Out-of-Pocket Expense Limitation: The amount of money an individual pays toward covered hospital and medical expenses during any one calendar year, including the deductible. Non-P.P.O. charges apply toward a separate out-of-pocket limit. Ineligible expenses and any penalties, expenses for outpatient alcoholism, psychiatric and substance abuse treatment, prescription drug co-payments and charges in excess of Usual and Customary schedules do not apply to any out-of-pocket limit.	\$1,000	\$7,500

Inpatient Hospital Services: Room allowance based on the hospital's most common semi-private room rate. This includes alcoholism, psychiatric, and substance abuse.

90% 75%

Other Covered Services.

Coverage

Outpatient Surgery, Diagnostic Tests, Pre-Admission Testing and Post-Release Testing.

90%

Surgery and Diagnostic Tests traditionally performed on an Inpatient basis that can be and are performed safely on an Outpatient basis.

100%

Outpatient Emergency: Emergency Illness care for charges incurred within 24 hours of the onset of a Sudden and Serious Illness. Emergency Injury Care for charges incurred within 72 hours of an accidental injury.

100%

Chemotherapy, Radon Therapy, and Radioisotope Treatment.

100%

Outpatient Hospital Services.

90%

Medical/Surgical Benefits: For inpatient or intensive care, medical and surgical care, physician office visits, consultations, anesthetics. Payments are based on Usual and Customary schedules.

90%

Other Covered Services: See Plan Document for details.

90%

Outpatient alcoholism, Psychiatric and Substance Abuse: Co-payment does not apply to out-of-pocket expense limitation.

50%

Prescription Drugs: Prescriptions filled at a non-participating pharmacy will be paid at 90% after the \$50 program deductible.

\$4 co-payment
for brand name
\$1 co-payment for
generic

The following Non-Hospital Benefits are not subject to the Program Deductibles:

Additional Surgical Opinion: Second and third opinions when obtained through the Medical Service Adviser Program.	100%
Home Health Care: When approved by Medical Service Adviser Program.	100%
Hospice Care: When approved by Medical Service Adviser Program.	100%
Skilled Nursing Home Care: When approved by Medical Service Adviser Program.	100%
Nursing Care for Patient Days not spent in Hospital: This is provided in situations where an employee or dependent is discharged early from the hospital. The Nursing Care is provided for those equivalent days that the patient would normally have remained in the hospital.	100%

Preferred Provider Organization
(P.P.O.) Hospitals:

- P.P.O.--Participating Hospitals--The Hospital Pre-certification Program of the M.S.A. will inform the patient and the doctor whether the planned admission is in one of the participating hospitals in the City's P.P.O. Network.

A list of participating hospitals in the City of Chicago P.P.O. network is below:

Central Community Hospital, Chicago
Children's Memorial Hospital, Chicago
Christ Community, Oak Lawn
Columbus Hospital, Chicago
Cook County Hospital, Chicago
Edgewater Hospital, Chicago
Elmhurst Memorial Hospital, Elmhurst

Evanston Hospital, Evanston
Grant Hospital of Chicago, Chicago
Holy Cross Hospital, Chicago
Illinois Masonic Medical Center, Chicago
Jackson Park Hospital, Chicago
John F. Kennedy Medical Center, Chicago
Little Company of Mary Hospital, Evergreen Park
Louis A. Weiss Memorial, Chicago
Loyola Medical Center, Maywood
Lutheran General Hospital, Park Ridge
Martha Washington Hospital, Chicago
Mercy Hospital & Medical Center, Chicago
Michael Reese Hospital & Medical Center, Chicago
Mount Sinai Hospital & Medical Center, Chicago
Northwestern Memorial Hospital, Chicago
Oak Park Hospital, Oak Park
Olympia Fields Osteopathic Medical Center, Olympia Fields
Palos Community Hospital, Palos Heights
Parkside Lutheran Hospital, Park Ridge
Ravenswood Hospital Medical Center, Chicago
Resurrection Hospital, Chicago
Roseland Community Hospital, Chicago
Rush-Presbyterian-St. Luke's, Chicago
Skokie Valley Community, Skokie

South Chicago Community Hospital, Chicago

South Shore Hospital, Chicago

St. Anne's Hospital--East, Chicago

St. Elizabeth's Hospital, Chicago

St. Francis Hospital, Evanston

St. Joseph's Hospital, Chicago

St. Margaret's Hospital, Hammond, Indiana

St. Mary of Nazareth Medical Center, Chicago

Swedish Covenant Hospital, Chicago

University of Chicago Medical Center, Chicago

University of Illinois Hospital, Chicago

West Suburban Hospital Medical Center, Oak Park

Limits And Exclusions.

The Medical Care Benefits set forth in this Plan will not be provided for the following:

- (a) for treatment of bodily injuries arising from or in the course of any employment;
- (b) for treatment of sickness or disease for which any benefits are provided under any applicable Workers' Compensation act or similar law;
- (c) for any services and supplies for which no charge is made that Employee is required to pay;
- (d) for any operation on or treatment of the teeth or the supporting tissues of the teeth except (i) removal of tumors, (ii) treatment of malerupted impacted wisdom teeth, (iii) treatment of accidental injury to sound natural teeth (including their replacement) due to an accident occurring while covered under this Plan, and (iv) Hospital charges for oral surgery while a registered bed patient if Medically Necessary;
- (e) for medical examinations not necessary for treatment of injury, illness, or mental or nervous condition;

- (f) for eye refractions, eye glasses or the fitting of eye glasses, contact lenses, hearing aids or the fitting of hearing aids;
- (g) for cosmetic surgery, except operations necessary to repair disfigurement due to an accident occurring while covered under this Plan, and except for Medically Necessary treatment of a congenital anomaly in a Dependent child covered under this Plan;
- (h) for treatment of injury, illness, or mental or nervous conditions which are occasioned by war, whether declared or undeclared, or in connection with intentionally self-inflicted injury or illness while sane or insane;
- (i) for services received while in the military service of any country;
- (j) for services rendered on or after the date an individual becomes eligible for Medicare except to the extent described in subsection 4.3.1 "Coordination of Benefits With Other Benefits" for persons eligible for Medicare;
- (k) for treatment considered experimental in terms of generally accepted medical practice;
- (l) for anything not ordered by a Physician, or not Medically Necessary for the individual's medical care; charges for In-Hospital Physician visits on days where hospital confinement is not Medically Necessary; charges in excess of Reasonable and Customary Charges, and charges in excess of those usually made when there is not coverage, or in excess of scheduled amounts for the services or supplies involved;
- (m) for services rendered or supplies obtained on or after the date the coverage with respect to the Employee or Dependent is terminated, except that, for charges incurred by or on behalf of a Totally Disabled person (on account of that disability) whose coverage is terminated for reasons other than failure to make premium contributions, the Medical Care Benefits under this Plan will not be provided after a period of time which exceeds that described in Section I of the Plan Document - Eligibility, Effective Date And Termination Of Coverage;
- (n) for benefits payable to an Employee with respect to any Covered Expenses for a Dependent if the Dependent is entitled to Employee benefits with respect to such Covered Expenses by reason of having been covered under this Plan as an Employee;
- (o) for hearing aids or examinations;
- (p) for immunization injections;
- (q) for treatment of foot conditions and prescriptions of supportive foot devices such as: cutting, trimming or paring of corns and calluses, routine foot care;

- (r) for occupational therapy and speech therapy unless as an inpatient confinement for the restoration or correction of a physical impairment;
- (s) for whole blood or derivatives when donated;
- (t) for personal convenience items;
- (u) for routine physical examinations;
- (v) for expenses incurred on behalf of an Employee or Dependent who is enrolled in a Health Maintenance Organization sponsored by the Employer;
- (w) for medical services or supplies for any custodial care;
- (x) for charges for failure to keep an appointment or file claims in a specified time period;
- (y) for any penalties incurred by the Employee because the Employee did not go through the Pre-Certification process or incurred expenses that are not Medically Necessary;
- (z) for any charges incurred by an Employee for programs principally designed to help an individual lose weight except surgical procedures that are Medically Necessary;
- (aa) for services in a nursing home and/or sanitarium other than a Skilled Nursing Facility;
- (bb) for registered clinical social workers unless care is ordered or prescribed by a Physician and then only for treatment of mental or nervous condition and payable under psychiatric provisions of Plan;
- (cc) for any penalties incurred for failure to use the Hospital P.P.O. Network;
- (dd) for any penalties incurred for failure to obtain the mandatory second surgical opinion; and
- (ee) for any penalties incurred for failure to follow mandatory outpatient procedures.

Maximum Major Medical Benefits.

The City Medical Benefits Plan will pay up to \$1,500,000.00 in eligible expenses for you and each of your enrolled dependents. This is a lifetime maximum and applies as long as you continue to be an eligible City employee.

Coordination Of Benefits.

If the Employee or a Dependent is covered under any other plan, the benefits otherwise payable under this Plan are subject to reduction so that the benefits payable thereunder together with the benefits available under such other plan or plans will not exceed the total amount of such allowable expenses.

Plans that will be combined for this purpose include:

1. any group or blanket insurance plan or any other plan covering individuals or members as a group;
2. any group hospital service prepayment plan, group medical service prepayment plan, group practice, or other group prepayment coverage;
3. any coverage under governmental programs, or any coverage required or provided by any statute, including any motor vehicle no-fault coverage required by statute.

To obtain all benefits available, a claim should be filed under each applicable policy or plan. Any person claiming benefits under this Plan shall furnish to the Plan such information as may be necessary for the purposes of this provision. If an overpayment is made under the Plan because of failure to report other coverage or otherwise, the Plan shall have the right to recover such overpayment.

To determine whether this Plan or another plan pays benefits first, see the Plan Document, Section 4.3.1 for more details.

Reimbursement Provision.

If a covered person is injured, and benefits are paid by this Plan:

- a. the Plan shall be immediately reimbursed by the covered person for any damages collected, whether by action at law, settlement or otherwise, to the extent that the Plan has provided benefits to or on behalf of any such covered person;
 - b. the Plan shall have a lien, to the extent of benefits provided. Such lien may be filed against the person who's act caused the injury, the person's agent or with a court having jurisdiction in the matter;
- and
- c. the Plan requires the covered person to furnish such information and assistance and to execute such documents or other instruments as the Plan may require to facilitate enforcement of the Plan's rights hereunder, and shall take no action prejudicing such rights. The Plan reserves the right to withhold or

delay payment of any benefits otherwise payable until all executed documents required by this provision have been received from the Employee.

How You Can Help Control The Cost Of Our Plan.

The Medical Care Plan has been designed to control costs by encouraging out-of-hospital care when it is possible and - more important - when it is safe for a patient to receive care outside a hospital or in the outpatient department of a hospital. The Medical Service Adviser (M.S.A.) will help you understand these options so you can discuss them with your personal Physician. If you or a dependent will be hospitalized, your Adviser will stay in touch during the hospitalization and make it easier for you to leave the hospital a day or two early if your physician approves an early discharge. By understanding and using Plan provisions wisely and talking to a Medical Service Adviser (M.S.A.) when you have questions, you can help control the cost of the Medical Care Plan.

If you find an error on a bill and get the bill corrected, you will receive a portion of the money you save the Plan. Just bring the original bill and the corrected bill to the Benefits Management Office. You will receive a check for 25% (up to \$500.00 maximum) of the money you save the Plan if the money recovered by the City is at least \$10. Payment for an error resulting from the misplacement of a decimal shall be limited to \$250.00.

If you believe a City employee is presenting bills for services that have not been received or for a dependent who is not eligible, please notify the Benefits Management Office in writing. You will receive 25% (up to \$500.00 maximum) of all funds actually recovered by the City.

Appeal Procedure.

If the Benefits Management Office determines that an Employee and/or his/her dependents are ineligible to participate in the Plan or that a claim is not covered, the Benefits Management Office shall notify the Employee of the decision, in writing, within five (5) days after the denial of the eligibility of Benefits. Such notice shall include the reasons for such denial and a statement of the employee's right to appeal the denial.

An Employee may appeal a denial by submitting a written request for reconsideration to the Benefits Committee. Such request shall be delivered to the Committee or postmarked no later than 10 calendar days after the notice of denial. The request shall include a brief statement of the grounds on which the Employee believes the denial is erroneous.

The Benefits Committee shall consist of the Budget Director, the City Comptroller, the Commissioner of Personnel, the Benefits Manager, and the Chairman of the Committee on Finance or their respective designees.

Correspondence with the Committee shall be addressed to the Benefits Committee, c/o Benefits Management Office, 510 North Peshtigo Court, Suite 5A, Chicago, Illinois 60611.

The Benefits Committee shall notify the affected Employee of its decision on the appeal within 60 calendar days after receipt thereof. Any further dispute is subject to Article X of the Labor Agreement for resolution.

If You Need More Information.

The foregoing summary contains an overview of your City Medical Care Plan.

If you need more information call the Benefits Management Office, 744-1569.

Important.

To Protect Coverage For You And Your Dependents You Must Notify The Benefits Management Office Any Time One Of The Following Events Occurs:

- You Get Married;
- You Get Divorced;
- You Add A Dependent Child To Your Family;
- Your Spouse Dies;
- Your Dependent Child Gets Married;
- You Are No Longer Responsible For The Medical Care Of A Dependent Child;
- There Is A Change In Your Spouse Or Dependent Child's Employment Or Insurance Information.

Should One Of These Events Occur, See Your Department Representative For Forms And Instructions On How To Complete The Forms.

Appendix D.

Dental Program.

Who Is Eligible?

All full-time employees (as defined by the City) shall become eligible for dental benefits on the first of the month following one year of employment. Present employees with one or more years of service are now covered.

Dependents of eligible employees are covered.

Dependents are defined as your spouse, and your unmarried children to 25 years of age provided they are not on active duty in any military, naval or air force of any country. A child whose insurance would otherwise terminate solely due to attainment of the limiting age shall continue to be a qualified dependent so long as such child is incapable of self-support due to mental retardation or physical handicap and is dependent upon you for support and maintenance, provided that written proof of such child's incapacity is furnished upon request by the Insurance Company.

Preferred Provider Organization.

Effective July 1, 1988, all employees will become participants in the City's dental preferred provider organization ("P.P.O.") program, unless they elect not to participate. As P.P.O. participants, employees and their dependents must obtain dental services from the dentist and dental providers in the dental P.P.O. network.

Employees who opt out of the dental P.P.O. will be excluded from the dental P.P.O. plan until the next election period occurs.

Benefit Period.

The benefit period for eligible employees begins on April 1st and continues to March 31st. A new benefit period begins each April 1st.

Dental Coverage.

Routine Oral Examination:

100% of the reasonable, usual and customary fees.

Basic Dental Benefits (fillings, extractions, crowns, etc.) and Denture Replacements:

50% of the reasonable, usual and customary fees after a \$25.00 deductible per person for non-P.P.O. participants.

75% of the scheduled fees and there is no deductible for P.P.O. participants.

50% of the scheduled fees for orthodontia for P.P.O. participants up to age 25 with a \$1,000 lifetime per person maximum.

Maximum per Benefit Period:

\$1,000 for non-P.P.O. participants.

\$1,500 for P.P.O. participants.

Maximum.

The maximum per benefit period for all covered service for non-P.P.O. participants is \$1,000 per person and for P.P.O. participants is \$1,500 per person.

How are benefits paid?

For Non-P.P.O. Participants. Your dental benefits are paid on the basis of your dentist's usual fee, provided the fee falls within the customary range of dentists in the Chicago metropolitan area. Up to 100% is paid for preventive and diagnostic services and up to 50% is paid for all other services.

If you would like to know whether your dentist's charges for major dental services fall within the usual and customary range, your dentist may submit a completed claim form in advance of treatment.

Your carrier will advise you and your dentist of the amount of benefits that will be provided if the services are performed as scheduled.

Keep in mind the City reviews all claims for eligibility including the named dependents. The claim form for dependents will be the same form currently used.

For P.P.O. Participants. Your dental benefits are paid on the basis of a schedule of fees charged by dentists participating in the P.P.O. Up to 100% is paid for preventive and diagnostic services and up to 75% is paid for other services except for orthodontia which is paid up to 50%.

If you would like to know what your participating P.P.O. dentist charges for major dental services, your dentist may submit a completed claim form in advance of treatment. Your carrier will advise you and your dentist of the amount of benefits that will be provided if the services are performed as scheduled.

What services are covered?

Preventive and Diagnostic: 100% Usual and Customary for all Participants.

- Oral Examinations--Twice in a benefit period, made to determine the patient's oral health and the dental care needed.
- X-rays--Full mouth x-rays on initial visit or once every 36 months. Supplemental bitewing x-rays twice per benefit period.
- Prophylaxis--Routine cleaning, scalding and polishing of teeth twice in a benefit period.
- Fluoride Treatment--(if necessary) Direct application of fluoride after cleaning, to inhibit or retard tooth decay twice in a benefit period.
- Palliative Emergency Treatment--For relief of dental pain. Does not include restoration.

Other Services: 50% Usual and Customary for non-P.P.O. Participants.
 75% of Scheduled Fees for P.P.O. Participants.

- Filling--Consisting of silver amalgam, silicate, plastic and composite restorations. Retrograde fillings are included.
- Endodontics--Diagnosis, prevention and treatment of the dental pulp, including root canal therapy, pulp capping and pulpotomy.
- Oral surgery--Consisting of fracture and dislocation treatment; diagnosis and treatment of tumor, cyst and abscess; simple and surgical extractions, apicoectomy and impactions.
- Denture Repair--Repair of removable initial or replacement dentures.
- Prosthodontics--Inlays, onlays, crowns, bridge work and removable dentures (including rebasing).

Note: Replacement of existing inlay, onlay, crown, bridge work or denture paid for by this dental plan will not be covered unless the inlay, onlay, crown, bridge work or denture is at least 5 years old.

- Periodontics--Treatment of diseases of the gums and tissues supporting the teeth, including gingival curettage, gingivectomy, osseous (bone) surgery and management of acute gum infection. These may be included in the basic plan benefits.

Orthodontia: 50% of the scheduled fee for P.P.O. participants up to age 25 with a \$1,000 lifetime per person maximum.

General Exclusions And Limitations.

A. No benefits shall be provided under the contract for:

1. Dental services received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trustees or similar person or group.
2. Dental services for which the subscriber incurs no charge.
3. Dental services for which coverage is available to the subscriber in whole or in part, under any Worker's Compensation law or similar legislation whether or not the subscriber claims compensation or receives benefits thereunder.
4. Dental services with respect to congenital malformations or primarily for cosmetic or esthetic purposes except where such services are within the scope of benefits.

5. Dental services furnished to a subscriber, in whole or in part, under the laws of the United States, or any state or political subdivision thereof, or for which the subscriber would have no legal obligation to pay in the absence of this or any similar coverage.
6. Dental services rendered or supplies furnished after the termination date of the subscriber.
7. Any services, treatment or supplies which are not reasonably necessary for the care and treatment of a subscriber.
8. Separate laboratory charges when not included and billed by the dentist.
9. All services not listed under covered services and orthodontics.

When Does My Coverage Terminate?

All Dental coverage terminates on the earliest of the following dates:

- (a) the date the group policy terminates;
- (b) on your last paid day of active employment; or
- (c) other agreed to City arrangements.

Important Information.

All membership applications, changes or questions regarding membership must be processed through the Department of Personnel, Room 1107, City Hall (744-7320).

For benefit information, please contact your carrier representative in Room 201- F City Hall, or, call

1. Blue Cross/Blue Shield
938-7172 (Edward Arenz)
2. Bankers Life & Casualty Co.
663-4024 (Ms. Wendy Moon)

Your carrier for this coverage is the same as your Health Insurance Carrier, Bankers Life and Casualty Company or Blue Cross/Blue Shield. If you are covered under an H.M.O. for Health Insurance, this dental coverage will be with Bankers Life and Casualty Company.

This brochure describes only the highlights of this program. It does not attempt to cover all details. Your group has a copy of the Group Master Contract, containing an exact description of benefits and exclusions. The terms of the Master Contract will prevail.

Preferred Participating Provider By Zip Code List Of Doctors.

*Appendix E.**Vision Care Benefits.*

A Vision Care Program for eligible sworn personnel and their dependents of the City of Chicago.

Who Is Eligible?

All full-time and full-time equivalent Sworn Personnel, actively at work (as defined by the City) with one year or more continuous service are eligible. New employees shall become eligible on the first of the month following one year of employment.

Dependents are eligible on the same date as the employee. Covered Dependents are any of the following persons who are not also covered members: (1) the covered member's spouse; (2) the covered member's unmarried child or children under 25 years of age provided they are not on active duty in any military, naval or air force of any country. If you are eligible under the plan as an employee, you cannot be covered as a dependent.

A child whose insurance would otherwise terminate solely due to attainment of the limiting age shall continue to be a qualified dependent so long as such child is incapable of self-support due to mental retardation or physical handicap and is dependent upon you for support and maintenance, provided written proof of such child's incapacity is furnished upon request.

Vision Care Plan.

The Vision Care Plan provided by the City is unique in that it offers Two Options for eye care. You Select The Option.

Option I -- When You Elect a Panel Provider.

Vision Health Management Systems (V.H.M.S.) features a panel of many Providers to deliver professional vision care services for persons covered under the plan. This concept assures the finest quality care and materials at little or no expense to you.

How To Use This Option.

1. Choose the Provider of your choice from the list of V.H.M.S. Panel and make an appointment for an examination. The list of V.H.M.S. Panel Providers includes those Ophthalmologists which can be used to obtain a second examination if allowed. When you call, tell the receptionist you are an employee of the City of Chicago.
2. When the examination has been completed, the V.H.M.S. Panel Provider will have you sign and pay for any extras.

3. The V.H.M.S. Panel Provider will take care of all paperwork for payment. V.H.M.S. will pay the Provider (generally in full) for the services you received according to the V.H.M.S. Agreement with the Provider.

Option II -- If You Do Not Use A Panel Provider.

If you wish, you may secure the services of a non-participating Provider and submit the claim form and bill to Group Insurance Administration, Inc. (G.I.A.) for reimbursement in accordance with the schedule. Claim forms for employees not using a Panel Provider may be obtained from your liaison.

Schedule Of Benefits.

Maximum Payment for Complete Vision Examination (Limited to one such examination for each insured person during any twelve consecutive months.)	\$25.00

Maximum Payment for Each Lens:

(a) Single Vision Lens	\$15.00
(b) Bifocal Lens	20.00
(c) Trifocal Lens	30.00
(d) Contact Lens	25.00

(Limited to two lenses for each insured person during any twelve consecutive months.)

Maximum Payment for Frames (Limited to one set of frames for each insured person each twelve months when new frames are required.)	\$30.00

How To Use This Option.

1. Make an appointment and obtain a Vision Claim form through your benefit liaison or from Group Insurance Administration, Inc. When you receive the necessary services from the Provider, pay the Provider his full fee and obtain an itemized receipt which must contain the following information:

- (a) Patient's name;
- (b) Date services began;
- (c) The services and materials received;
- (d) The type of lenses received (single vision, bifocal, trifocal, etc.).

2. Mail your vision claim form and receipt to:

Group Insurance Administrators, Inc.
205 West Wacker Drive
Chicago, Illinois 60606
(800) 621-0683
(312) 855-0900

3. You will then be reimbursed directly according to the Schedule for the services and materials you received. There is no assurance the schedule will cover the entire cost of the examination or the glasses.

Frequency Of Services (Each Eligible Person).

Vision Examination: Once each 12 months.

Lenses: Once each 12 months, if required.

Frames: Once each 12 months, if required.

Benefit Limitations/Not Covered Items.

This program does not cover professional services or materials connected with:

1. Orthoptics or vision training, subnormal vision aids, or non-prescription lenses.
2. Lenses and frames furnished under this program which are lost or broken. These will not be replaced unless you are eligible for frames or lenses at that time.
3. Medical or surgical treatment of the eyes.
4. Services or materials provided as a result of any Worker's Compensation Law or similar legislation.
5. Any eye examination required by an employer as a condition of employment; or any services or materials provided by any other vision care plan, or group benefit plan containing benefits for vision care.
6. Services and/or materials rendered solely for cosmetic purposes.

Extra Cost.

This plan is designed to cover your visual needs rather than cosmetic materials. There will be extra cost involved if you select:

- (a) Coated Lenses;
- (b) Tinted Lenses (other than Pink No. 1 or No. 2);

- (c) Contact Lenses (in excess of the plan allowance);
- (d) Blended Lenses;
- (e) Multifocal Plastic Lenses;
- (f) A frame that requires oversize lenses;
- (g) A frame that costs more than the plan allowance;
- (h) Two pair of glasses in lieu of bifocals.

Limitation On Double Coverage.

The Double Coverage limitation is designed to prevent payment of benefits which exceed expenses. It applies when you or a dependent is eligible for benefits under any other vision care policy. When Double Coverage exists, the policy pays only the amount which provides 100% of reasonable and customary expenses when it is added to the benefits available from all other plans. The policy will never pay more than the maximum benefits if provides if there is no Double Coverage.

This provision applies whether or not a claim is filed under the other plans. If needed, you must give authorization to obtain information as to benefits or services available under the other plans, or to recover overpayments.

Termination Of Coverage.

Coverage terminates on the earliest of the following dates:

- (a) the date the group policy terminates; or
- (b) on your last paid day of active employment; or
- (c) other agreed to City arrangements.

Important Information.

Questions regarding the benefits available are to be directed to Benefits Central Telephone Number 794-5100.

Preferred Participating Provider By Zip Code.

List of Doctors.

*Appendix F.**Life Insurance Plan.*

All full-time and full-time equivalent active employees of the City of Chicago are eligible for Group Life Insurance.

The coverage provides that in the event of your death, while insured, the full amount of your insurance will be paid to your beneficiary. Your beneficiary will be the person or persons you name on your enrollment form.

Several plans of insurance are available: Basic and Optional Life Insurance.

Plan A -- Basic Life And Accidental Death Insurance.

Basic Life Insurance coverage is provided by the City at no cost to you in the amount of \$15,000.00. Accidental Death and Dismemberment Insurance is provided in the amount of \$2,000.00.

The Basic Life and Accidental Death and Dismemberment Insurance is automatically effective on the first day of the month following your date of hire.

Plan B -- Optional Group Term Life Insurance -- Fixed Rate (Banker's Life And Casualty Co.).

If you should want more coverage than the Basic Life Insurance, the City has made it possible for you to buy additional Life Insurance at a low Group Rate. The Premium for the Optional Life Insurance will be deducted from each paycheck through payroll deductions.

You can select any amount of Optional Life Insurance you want in \$1,000 units up to an amount equal to your annual earnings rounded up to the next multiple of \$1,000.

This Optional amount is over and above the \$15,000 paid for you by the City.

Remember, you may purchase Optional Life Insurance up to your annual earnings rounded up to the next multiple of \$1,000 at 68¢ per \$1,000. This figure is shown on your enrollment form.

You can, of course, elect Optional Life Insurance in an amount less than the maximum allowed units of \$1,000. It should be noted, however, if you do not elect the maximum it is not possible to increase your amount without furnishing medical evidence satisfactory to the Insurance Company.

If you elect the maximum amount, adjustment in coverage and deductions due to a change in your salary will be made as your salary changes.

*Schedule Of Rates.**Optional Plan B.*

Amount Of Insurance	Your Cost Per Pay Period	Amount Of Insurance	Your Cost Per Pay Period
\$1,000	\$0.34	\$31,000	\$10.54
2,000	0.68	32,000	10.88
3,000	1.02	33,000	11.22
4,000	1.36	34,000	11.56
5,000	1.70	35,000	11.90
6,000	2.04	36,000	12.24
7,000	2.38	37,000	12.58
8,000	2.72	38,000	12.92
9,000	3.06	39,000	13.25
10,000	3.40	40,000	13.60
11,000	3.74	41,000	13.94
12,000	4.08	42,000	14.28
13,000	4.42	43,000	14.62
14,000	4.76	44,000	14.96
15,000	5.10	45,000	15.30
16,000	5.44	46,000	15.64
17,000	5.78	47,000	15.98

Amount Of Insurance	Your Cost Per Pay Period	Amount Of Insurance	Your Cost Per Pay Period
\$18,000	\$6.12	\$48,000	\$16.32
19,000	6.46	49,000	16.66
20,000	6.80	50,000	17.00
21,000	7.14	51,000	17.34
22,000	7.48	52,000	17.68
23,000	7.82	53,000	18.02
24,000	8.16	54,000	18.36
25,000	8.50	55,000	18.70
26,000	8.84	56,000	19.04
27,000	9.18	57,000	19.38
28,000	9.52	58,000	19.72
29,000	9.86	59,000	20.06
30,000	10.20	60,000	20.40

Plan C -- Optional Group Term Life Insurance -- Graduated Rate
(Banker's Life and Casualty Co.)

Effective July 1, 1988, employees would have the option of purchasing insurance in the amount of:

- A. 1 times salary;
- B. 2 times salary; or
- C. 3 times salary.

Optional Group Term Life Insurance Rates (Graduated).

Employee Age	Rate (Per \$1000 per month)
Under Age 35	\$.20
Age 35--44	\$.34
Age 45--54	\$.64
Age 55 and over	\$1.30

Under Plan C, employees can insure one, two or three times salary with a maximum of \$150,000 (current program allows for up to one times salary). Present employees may opt for new Plan C or stay with the old Plan B. New employees will have the new Plan C option only.

Enrollment Procedures.

All employees must complete an enrollment form. This is necessary even if you do not wish to enroll for any optional insurance in order to receive the City paid insurance, to record your beneficiary and to receive your Certificate of Insurance. Completed enrollment forms should be returned to your timekeeper. Do not separate the enrollment form.

Effective Date Of Coverage.

In order to obtain the Optional Life Insurance under Plan C, you must enroll (thirty-one) 31 days from the date of hire (for employees on the payroll as of July 1, 1988, the enrollment period shall be sixty (60) days from July 1, 1988, or the date of ratification of this agreement, whichever is later). Insurance coverage will be effective the 1st day of the month following the date of enrollment.

You have only this one opportunity to obtain the Optional Life Insurance without having to submit medical evidence. Unless you enroll for the Optional Life Insurance, as provided above, you will be required to submit evidence of insurability satisfactory to the Insurance Company if you should desire to participate in the Optional Plan at a later date.

Important Provision: If you are not actively at work on the date your insurance would otherwise be effective, as stated in the previous paragraphs, the effective date of your insurance shall be deferred until you return to active work and resume all your normal and regular duties for a period of two consecutive weeks.

Disability Provision--Permanent and Total Disability: Should you become totally and permanently disabled while insured and before reaching age 60, the insurance may be continued without payment of premiums. Annual proof of continuation of the disability is required.

Change Of Beneficiary--You may change your beneficiary at any time by completing a Change of Beneficiary Form and sending it to the Insurance Company.

Cancellation--You may cancel this insurance at any time by notifying your timekeeper. If you wish to reinstate at a later date, you will need to provide evidence of insurability satisfactory to the Insurance Company.

Termination And Conversion--Your Basic Life Insurance terminates on your last day of active employment. The Optional Life Insurance terminates automatically at midnight on the last day of the pay period during which premiums were paid, except if no payroll deduction is made because you are absent due to an authorized leave of absence granted by the Policyholder your Optional Insurance may be continued for a period not to exceed four (4) months subject to the payment of the required premium. You may convert all or part of your Group Life coverage without a medical examination to an individual life policy, in any form available from Bankers Life & Casualty Company, except term insurance, at the regular rate for your age and occupation at the time of termination. To convert your insurance, make written application to Bankers Life & Casualty Company within 31 days after your work stops.

This is a guide to the main points of your Group Life Insurance Plan. The contents are not to be accepted or construed as a part of, or substitute for, the provision of the Master Policy or Individual Certificate of Insurance.

Underwritten by Bankers Life and Casualty Co., Group Division,
Chicago, Illinois 60630

Plan D -- Universal Life Insurance Program (Metropolitan Life Of New York).

Effective July 1, 1988, all full-time and full-time equivalent active employees will have the additional option of purchasing Universal Life Insurance for themselves, their spouses, and their dependent children. Under this program, employees can purchase cash value life insurance at low group rates. Up to \$200,000 of life insurance for each eligible person can be purchased without an exam.

All policies will have full portability. That is, upon termination or retirement, coverage will continue with no change in benefits or costs.

Employees who wish may elect to have premiums deducted automatically from their paychecks.

Within limits, employees can select the amount of coverage they want. The monthly premium each employee pays will depend upon amount of coverage selected and age.

A portion of each premium is directed to a savings account where the funds accumulate at current market rates, with a guaranteed rate of return of 4%, tax deferred until funds are withdrawn. Those who participate therefore accumulate a cash value account.

Description:

1. Voluntary payroll deduction program.
2. Portion of premium is directed to a savings account where funds accumulate at current market rates, with a guaranteed rate of return of 4%, tax deferred until withdrawal.
3. Up to \$200,000 will be issued without medical exam.
4. Policies can be purchased for spouses and dependent children.
5. Policy has full portability if the employee leaves city employment.

Premiums for \$50,000 Coverage.

Age of Insured	Gross Monthly Premium
25	\$24.00
35	\$33.00
45	\$51.00
55	\$82.00

Appendix G.

Equal Opportunity.

Section 1. Compliance With Court Settlements And Decrees.

The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring,

promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs of this section.

Section 2. Hiring And Recruitment.

A. Goals.

The parties agree that hiring and recruitment programs of the Fire Department shall have as a goal to achieve in the shortest possible time a total force in which approximately thirty percent shall be Black and fifteen percent Hispanic. To this end, the hiring and recruitment programs should aim to assure that at least 45% of all recruits added to the force hereafter shall consist of Black and Hispanics. Within 90 days of the effective date of this Agreement the City will publish the initial steps it plans to take to remove all racial inequalities in the Chicago Fire Department.

B. Programs.

In addition to such other recruiting procedures and programs as the Fire Department may use, the Department will actively advertise for recruits in communities primarily populated by Black and Hispanic residents and in publications and other media specially directed to Black and Hispanic residents and will seek the aid of and will cooperate with church and community organizations in such areas.

Section 3. Transfers And Promotions.

A. Goal.

The parties agree that the transfer and promotion policies of the Fire Department shall have, as a goal, the inclusion of Black and Hispanic personnel in all categories and all ranks in order to reach as quickly as is reasonably possible a level as close to 45% as is reasonably achievable.

B. Programs.

1. Training.

All members of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in-service training and educational programs as well as opportunity for attendance at educational institutions, where necessary with adequate arrangements for paid time to permit the individual to participate in such programs.

2. Equality Of Opportunity.

Promotional and transfer opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications, shall be reviewed and any elements which

have the effect of discrimination against Blacks or Hispanics shall be eliminated. The Department will take all reasonable steps, by posting and other means, to encourage Black and Hispanic members of the force and applicants for employment to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

3. Remedying Past Discrimination.

There shall be an immediate review of the status of all Black and Hispanic fire fighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force to identify those whose time in grade is equivalent to others who have received promotions. The Department shall examine the circumstances of each such member of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and if so, the facts supporting the conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieve a passing grade in such examinations and other otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.

a. Establishment Of Responsibility For Implementation.

The City shall assign a special Department Affirmative Action Officer to assure implementation of the Chicago Fire Department Affirmative Action Plan. The Affirmative Action Officer shall be of equivalent rank as an Assistant Commissioner. It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intradepartmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor, initially on a bi-monthly basis for six months, thereafter monthly. The Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the Affirmative Action Plan and shall recommend remedial and corrective action where such is needed. This Officer will serve as a liaison between the City of Chicago and the Community Advisory Board of the Chicago Fire Department, apprising that body of the progress of the Affirmative Action Plan through periodic reports of areas which need attention and corrective action.

b. Agreement Prohibits Sex Discrimination.

Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the same provisions herein recommended shall be applicable for female candidates within the Department.

Section 4. Community Advisory Board.

A. Composition.

The City of Chicago shall invite each of a reasonable number of community and church organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two (2) named by Local 2 of the International Association of Fire Fighters.

B. Duties And Powers.

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract, reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once each year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks and Hispanics holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions, including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists and other personnel.

APPENDIX B1

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

SCHEDULE P	JULY 1, 1988	1.0%									
	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
	FIRST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	10 YRS. OF SERVICE	15 YRS. OF SERVICE	20 YRS. OF SERVICE	25 YRS. OF SERVICE	30 YRS. OF SERVICE
GRADE 1											
CURRENT SALARY	\$25,188.00	\$25,736.00	\$26,272.00	\$26,718.00	\$27,188.00	\$27,766.00	\$28,366.00	\$28,990.00	\$29,630.00	\$30,286.00	\$30,942.00
MONTHLY RATE	\$2,099.00	\$2,228.00	\$2,356.00	\$2,476.50	\$2,599.00	\$2,730.50	\$2,825.50	\$2,925.00	\$3,026.00	\$3,138.50	\$3,228.50
GRADE 2											
CURRENT SALARY	\$26,736.00	\$27,272.00	\$27,718.00	\$28,188.00	\$28,766.00	\$29,410.00	\$30,016.00	\$30,646.00	\$31,300.00	\$31,966.00	\$32,722.00
MONTHLY RATE	\$2,228.00	\$2,356.00	\$2,476.50	\$2,599.00	\$2,730.50	\$2,857.50	\$2,968.00	\$3,070.50	\$3,177.50	\$3,295.50	\$3,393.50
GRADE 3											
CURRENT SALARY	\$27,272.00	\$27,850.00	\$28,402.00	\$28,966.00	\$29,550.00	\$30,160.00	\$30,794.00	\$31,430.00	\$32,080.00	\$32,744.00	\$33,422.00
MONTHLY SALARY	\$2,290.00	\$2,387.50	\$2,508.50	\$2,530.50	\$2,752.50	\$2,900.00	\$2,999.50	\$3,102.50	\$3,209.50	\$3,327.00	\$3,425.00
GRADE 4											
CURRENT SALARY	\$30,844.00	\$31,430.00	\$32,074.00	\$32,790.00	\$33,566.00	\$34,432.00	\$35,302.00	\$36,222.00	\$37,190.00	\$38,206.00	\$39,270.00
MONTHLY RATE	\$2,570.33	\$2,702.50	\$2,839.50	\$2,982.50	\$3,130.50	\$3,285.00	\$3,393.50	\$3,501.00	\$3,613.00	\$3,729.50	\$3,841.50
GRADE 5											
CURRENT SALARY	\$34,944.00	\$35,684.00	\$36,456.00	\$37,272.00	\$38,132.00	\$39,046.00	\$39,974.00	\$40,940.00	\$41,954.00	\$43,016.00	\$44,126.00
MONTHLY	\$2,912.00	\$3,057.00	\$3,208.00	\$3,368.50	\$3,535.00	\$3,714.00	\$3,827.00	\$3,965.00	\$4,054.00	\$4,199.00	\$4,394.00
GRADE 6											
CURRENT SALARY	\$38,496.00	\$39,422.00	\$40,432.00	\$41,568.00	\$42,782.00	\$44,098.00	\$45,496.00	\$46,912.00	\$48,364.00	\$49,870.00	\$51,422.00
MONTHLY RATE	\$3,208.00	\$3,368.50	\$3,536.00	\$3,714.00	\$3,898.50	\$4,091.50	\$4,208.00	\$4,326.00	\$4,447.00	\$4,556.50	\$4,722.50

APPENDIX B2

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

SCHEDULE F	JULY 1, 1989	1.0%								
STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
FIRST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	10 YRS. OF SERVICE	15 YRS. OF SERVICE	20 YRS. OF SERVICE	25 YRS. OF SERVICE	30 YRS. OF SERVICE
GRADE 1										
CURRENT SALARY	\$25,944.00	\$27,540.00	\$29,114.00	\$30,512.00	\$32,124.00	\$33,750.00	\$34,926.00	\$36,156.00	\$37,404.00	\$38,799.00
MONTHLY RATE	\$2,162.00	\$2,295.00	\$2,426.50	\$2,551.00	\$2,677.00	\$2,812.50	\$2,910.50	\$3,013.00	\$3,117.00	\$3,232.50
GRADE 2										
CURRENT SALARY	\$27,540.00	\$29,114.00	\$30,512.00	\$32,124.00	\$33,750.00	\$35,442.00	\$36,684.00	\$37,950.00	\$39,276.00	\$40,734.00
MONTHLY RATE	\$2,295.00	\$2,426.50	\$2,551.00	\$2,677.00	\$2,812.50	\$2,953.50	\$3,057.00	\$3,162.50	\$3,277.00	\$3,394.50
GRADE 3 *										
CURRENT SALARY	\$29,114.00	\$30,512.00	\$31,908.00	\$33,514.00	\$34,146.00	\$35,844.00	\$37,074.00	\$38,346.00	\$39,672.00	\$41,124.00
MONTHLY RATE	\$2,426.50	\$2,551.00	\$2,677.00	\$2,812.50	\$2,845.50	\$2,987.00	\$3,089.50	\$3,195.50	\$3,306.00	\$3,427.00
GRADE 4										
CURRENT SALARY	\$31,908.00	\$33,402.00	\$34,894.00	\$36,464.00	\$38,594.00	\$40,514.00	\$41,946.00	\$43,272.00	\$44,958.00	\$46,099.00
MONTHLY RATE	\$2,659.00	\$2,783.50	\$2,924.50	\$3,072.00	\$3,224.50	\$3,384.50	\$3,495.50	\$3,606.00	\$3,721.50	\$3,841.50
GRADE 5										
CURRENT SALARY	\$34,894.00	\$37,782.00	\$39,548.00	\$41,634.00	\$43,704.00	\$45,996.00	\$47,394.00	\$48,752.00	\$50,232.00	\$51,774.00
MONTHLY RATE	\$2,899.50	\$3,148.50	\$3,304.00	\$3,469.50	\$3,642.00	\$3,825.50	\$3,942.00	\$4,063.50	\$4,185.00	\$4,314.50
GRADE 6										
CURRENT SALARY	\$39,548.00	\$41,634.00	\$43,704.00	\$45,996.00	\$48,116.00	\$50,574.00	\$52,008.00	\$53,472.00	\$54,965.00	\$56,515.00
MONTHLY RATE	\$3,304.00	\$3,469.50	\$3,642.00	\$3,825.50	\$4,015.50	\$4,214.50	\$4,334.00	\$4,455.00	\$4,580.50	\$4,697.00

* Effective 1/1/90 there shall be an additional 2% increase applied to the base salary for Fire Engineers and Paramedic Officers only.

APPENDIX B3

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

SCHEDULE F	JULY 1, 1990		2.0%								
	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
	FIRST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	10 YRS. OF SERVICE	15 YRS. OF SERVICE	20 YRS. OF SERVICE	25 YRS. OF SERVICE	30 YRS. OF SERVICE
GRADE 1											
CURRENT SALARY	\$26,460.00	\$28,092.00	\$29,700.00	\$31,224.00	\$32,766.00	\$34,428.00	\$36,022.00	\$36,882.00	\$38,154.00	\$39,554.00	\$40,794.00
MONTHLY RATE	\$2,205.00	\$2,341.00	\$2,475.00	\$2,602.00	\$2,730.50	\$2,859.00	\$2,958.50	\$3,073.50	\$3,179.50	\$3,297.00	\$3,399.50
GRADE 2											
CURRENT SALARY	\$28,092.00	\$29,700.00	\$31,224.00	\$32,766.00	\$34,428.00	\$36,150.00	\$37,416.00	\$38,712.00	\$40,052.00	\$41,550.00	\$42,786.00
MONTHLY RATE	\$2,341.00	\$2,475.00	\$2,602.00	\$2,730.50	\$2,859.00	\$3,012.50	\$3,118.00	\$3,226.00	\$3,338.50	\$3,452.50	\$3,556.50
GRADE 3 *											
CURRENT SALARY	\$28,494.00	\$30,096.00	\$31,626.00	\$33,162.00	\$34,810.00	\$36,558.00	\$37,818.00	\$39,114.00	\$40,454.00	\$41,946.00	\$43,184.00
MONTHLY SALARY	\$2,374.50	\$2,508.00	\$2,635.50	\$2,763.50	\$2,902.50	\$3,045.50	\$3,151.50	\$3,259.50	\$3,372.00	\$3,485.50	\$3,599.50
GRADE 4											
CURRENT SALARY	\$32,454.00	\$34,064.00	\$35,796.00	\$37,402.00	\$39,450.00	\$41,424.00	\$42,786.00	\$44,116.00	\$45,352.00	\$47,022.00	\$48,432.00
MONTHLY RATE	\$2,704.50	\$2,839.00	\$2,983.00	\$3,133.50	\$3,289.00	\$3,452.00	\$3,565.50	\$3,678.00	\$3,795.00	\$3,918.50	\$4,035.00
GRADE 5											
CURRENT SALARY	\$36,714.00	\$38,314.00	\$40,440.00	\$42,468.00	\$44,510.00	\$46,424.00	\$48,252.00	\$49,740.00	\$51,314.00	\$52,812.00	\$54,114.00
MONTHLY	\$3,059.50	\$3,211.50	\$3,370.00	\$3,539.00	\$3,715.00	\$3,902.00	\$4,021.00	\$4,145.00	\$4,269.50	\$4,401.00	\$4,519.50
GRADE 6											
CURRENT SALARY	\$40,440.00	\$42,458.00	\$44,580.00	\$46,824.00	\$49,152.00	\$51,588.00	\$53,046.00	\$54,540.00	\$56,064.00	\$57,444.00	\$59,172.00
MONTHLY RATE	\$3,370.00	\$3,539.00	\$3,715.00	\$3,902.00	\$4,096.00	\$4,299.00	\$4,420.50	\$4,545.00	\$4,672.00	\$4,787.50	\$4,895.00

* Effective 1/1/90 there shall be an additional 2% increase applied to the base salary for Fire Engineers and Paramedic Officers only.

APPENDIX B4

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

SCHEDULE 7 OCTOBER 1, 1990 2.5%

STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
FIRST 5 MOS.	AFTER 5 MOS.	AFTER 10 MOS.	AFTER 10 MOS.	AFTER 12 MOS.	AFTER 14 MOS.	AFTER 16 YRS. OF SERVICE	AFTER 18 YRS. OF SERVICE	AFTER 20 YRS. OF SERVICE	AFTER 25 YRS. OF SERVICE	AFTER 30 YRS. OF SERVICE
GRADE 1										
CURRENT SALARY	\$27,120.00	\$28,794.00	\$30,444.00	\$32,004.00	\$33,588.00	\$35,235.00	\$36,910.00	\$38,606.00	\$40,324.00	\$42,074.00
MONTHLY RATE	\$2,260.00	\$2,399.50	\$2,537.00	\$2,667.00	\$2,799.00	\$2,940.50	\$3,082.50	\$3,250.50	\$3,379.50	\$3,477.00
GRADE 2										
CURRENT SALARY	\$28,794.00	\$30,444.00	\$32,034.00	\$33,588.00	\$35,206.00	\$36,856.00	\$38,552.00	\$40,298.00	\$42,088.00	\$43,914.00
MONTHLY RATE	\$2,399.50	\$2,537.00	\$2,667.00	\$2,799.00	\$2,940.50	\$3,082.50	\$3,195.00	\$3,305.50	\$3,422.00	\$3,549.50
GRADE 3 *										
CURRENT SALARY	\$30,444.00	\$32,034.00	\$33,618.00	\$35,206.00	\$36,790.00	\$38,470.00	\$40,156.00	\$41,878.00	\$43,628.00	\$45,404.00
MONTHLY RATE	\$2,537.00	\$2,667.00	\$2,801.50	\$2,932.50	\$3,069.00	\$3,212.50	\$3,310.50	\$3,411.00	\$3,555.50	\$3,683.00
GRADE 4										
CURRENT SALARY	\$32,034.00	\$33,618.00	\$35,206.00	\$36,790.00	\$38,452.00	\$40,154.00	\$41,854.00	\$43,592.00	\$45,378.00	\$47,194.00
MONTHLY RATE	\$2,667.00	\$2,801.50	\$3,057.50	\$3,212.00	\$3,371.00	\$3,538.50	\$3,654.50	\$3,779.00	\$3,891.00	\$4,015.50
GRADE 5										
CURRENT SALARY	\$33,618.00	\$35,206.00	\$36,790.00	\$38,452.00	\$40,154.00	\$41,854.00	\$43,592.00	\$45,378.00	\$47,194.00	\$49,034.00
MONTHLY RATE	\$2,801.50	\$2,929.00	\$3,057.50	\$3,227.50	\$3,408.00	\$3,599.50	\$3,721.50	\$3,848.50	\$4,025.00	\$4,204.50
GRADE 6										
CURRENT SALARY	\$41,854.00	\$43,592.00	\$45,378.00	\$47,194.00	\$49,034.00	\$50,878.00	\$52,872.00	\$54,922.00	\$57,028.00	\$59,194.00
MONTHLY RATE	\$3,488.50	\$3,627.50	\$3,789.00	\$3,939.50	\$4,128.50	\$4,405.50	\$4,531.00	\$4,658.50	\$4,789.00	\$4,923.50

* Effective 1/1/90 there shall be an additional 2% increase applied to the base salary for Fire Engineers and Paramedic Officers only.

APPENDIX B5

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

SCHEDULE 7	JULY 1, 1991	1.00								
STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
FIRST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YRS. OF SERVICE	AFTER 15 YRS. OF SERVICE	AFTER 20 YRS. OF SERVICE	AFTER 25 YRS. OF SERVICE	AFTER 30 YRS. OF SERVICE
GRADE 1										
CURRENT SALARY	\$27,936.00	\$29,558.00	\$31,356.00	\$32,954.00	\$34,596.00	\$36,342.00	\$37,508.00	\$38,940.00	\$40,284.00	\$41,772.00
MONTHLY RATE	\$2,328.00	\$2,471.50	\$2,613.00	\$2,747.00	\$2,883.00	\$3,028.50	\$3,134.00	\$3,245.00	\$3,357.00	\$3,481.00
GRADE 2										
CURRENT SALARY	\$29,558.00	\$31,356.00	\$32,954.00	\$34,596.00	\$36,342.00	\$38,165.00	\$39,504.00	\$40,855.00	\$42,294.00	\$43,855.00
MONTHLY RATE	\$2,471.50	\$2,613.00	\$2,747.00	\$2,883.00	\$3,028.50	\$3,180.50	\$3,292.00	\$3,405.50	\$3,524.50	\$3,655.50
GRADE 3 *										
CURRENT SALARY	\$31,356.00	\$33,177.00	\$34,990.00	\$36,810.00	\$38,774.00	\$40,592.00	\$42,930.00	\$44,292.00	\$46,720.00	\$48,594.00
MONTHLY RATE	\$2,613.00	\$2,782.50	\$2,917.50	\$3,064.50	\$3,215.00	\$3,327.50	\$3,441.00	\$3,550.00	\$3,690.50	\$3,799.50
GRADE 4										
CURRENT SALARY	\$34,596.00	\$36,342.00	\$37,768.00	\$39,702.00	\$41,564.00	\$43,734.00	\$45,154.00	\$46,595.00	\$48,099.00	\$49,544.00
MONTHLY RATE	\$2,883.00	\$3,028.50	\$3,149.00	\$3,308.50	\$3,472.00	\$3,644.50	\$3,754.00	\$3,883.00	\$4,007.50	\$4,137.00
GRADE 5										
CURRENT SALARY	\$38,165.00	\$40,855.00	\$42,696.00	\$44,838.00	\$47,054.00	\$49,434.00	\$51,940.00	\$54,512.00	\$56,949.00	\$59,758.00
MONTHLY RATE	\$3,180.50	\$3,391.00	\$3,558.00	\$3,736.50	\$3,922.00	\$4,119.50	\$4,245.00	\$4,376.00	\$4,507.50	\$4,646.50
GRADE 6										
CURRENT SALARY	\$42,696.00	\$44,838.00	\$47,054.00	\$49,434.00	\$51,894.00	\$54,462.00	\$56,004.00	\$57,582.00	\$59,190.00	\$60,942.00
MONTHLY RATE	\$3,558.00	\$3,736.50	\$3,922.00	\$4,119.50	\$4,324.50	\$4,538.50	\$4,657.00	\$4,798.50	\$4,932.50	\$5,053.50

* Effective 1/1/90 there shall be an additional 2% increase applied to the base salary for Fire Engineers and Paramedic Officers only.

APPENDIX B6

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

SCHEDULE 1	OCTOBER 1, 1991									
STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
FIRST 5 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YRS. OF SERVICE	AFTER 15 YRS. OF SERVICE	AFTER 20 YRS. OF SERVICE	AFTER 25 YRS. OF SERVICE	AFTER 30 YRS. OF SERVICE
GRADE 1										
CURRENT SALARY	\$29,052.00	\$30,646.00	\$32,510.00	\$34,284.00	\$35,982.00	\$37,794.00	\$39,114.00	\$40,500.00	\$41,898.00	\$43,440.00
MONTHLY RATE	\$2,421.00	\$2,570.50	\$2,717.50	\$2,857.00	\$2,998.50	\$3,149.50	\$3,259.50	\$3,375.00	\$3,491.50	\$3,620.00
GRADE 2										
CURRENT SALARY	\$30,846.00	\$32,510.00	\$34,284.00	\$35,982.00	\$37,794.00	\$39,599.00	\$41,082.00	\$42,498.00	\$43,985.00	\$45,974.00
MONTHLY RATE	\$2,570.50	\$2,717.50	\$2,857.00	\$2,998.50	\$3,149.50	\$3,307.50	\$3,423.50	\$3,541.50	\$3,665.50	\$3,801.50
GRADE 3 *										
CURRENT SALARY	\$31,290.00	\$33,042.00	\$34,728.00	\$36,408.00	\$38,244.00	\$40,134.00	\$41,526.00	\$42,942.00	\$44,430.00	\$45,956.00
MONTHLY RATE	\$2,607.50	\$2,753.50	\$2,894.00	\$3,034.00	\$3,187.00	\$3,344.50	\$3,459.50	\$3,578.50	\$3,702.50	\$3,838.00
GRADE 4										
CURRENT SALARY	\$35,528.00	\$37,410.00	\$39,300.00	\$41,292.00	\$43,332.00	\$45,446.00	\$46,974.00	\$48,462.00	\$50,016.00	\$51,630.00
MONTHLY RATE	\$2,969.00	\$3,117.50	\$3,275.00	\$3,441.00	\$3,611.00	\$3,790.50	\$3,914.50	\$4,038.50	\$4,168.00	\$4,302.50
GRADE 5										
CURRENT SALARY	\$40,308.00	\$42,318.00	\$44,406.00	\$46,532.00	\$48,948.00	\$51,414.00	\$52,980.00	\$54,612.00	\$56,256.00	\$57,990.00
MONTHLY RATE	\$3,359.00	\$3,526.50	\$3,700.50	\$3,886.00	\$4,079.00	\$4,284.50	\$4,415.00	\$4,551.00	\$4,688.00	\$4,832.50
GRADE 6										
CURRENT SALARY	\$44,406.00	\$46,632.00	\$48,948.00	\$51,414.00	\$53,970.00	\$56,640.00	\$58,262.00	\$59,886.00	\$61,560.00	\$63,398.00
MONTHLY RATE	\$3,700.50	\$3,886.00	\$4,079.00	\$4,284.50	\$4,497.50	\$4,720.00	\$4,853.50	\$4,990.50	\$5,130.00	\$5,255.50

* Effective 1/1/90 there shall be an additional 2% increase applied to the base salary for Fire Engineers and Paramedic Officers only.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred --* ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	South Wabash Avenue (east side) from a point 197 feet north of East Monroe Street to a point 40 feet north thereof--7:00 A.M. to 6:00 P.M.--Monday through Saturday;
<i>HENRY</i> (24th Ward)	West Arthington Avenue (south side) from South Homan Avenue to South Spaulding Avenue--at all times--no exceptions;

Alderman	Location, Distance And Time
<i>MELL</i> (33rd Ward)	North Leavitt Street, at 2944--8:00 A.M. to 6:00 P.M.--Monday through Saturday; West Irving Park Road, at 3152--6:00 A.M. to 6:00 P.M.--no exceptions;
<i>BANKS</i> (36th Ward)	West Addison Street, at 7859 for approximately 20 feet--2:00 P.M. to 10:00 P.M.--no exceptions; West Diversey Avenue (south side) from North Oak Park Avenue to the first alley east thereof and North Oak Park Avenue (east side) from West Diversey Avenue to the south property line--3:00 P.M. to 1:00 A.M.--no exceptions;
<i>CULLERTON</i> (38th Ward)	West Irving Park Road, at 7433--9:00 A.M. to 9:00 P.M.--Monday through Saturday;
<i>LAURINO</i> (39th Ward)	West Devon Avenue, at 3849--3851--6:00 A.M. to 12:00 Midnight--Monday through Friday;
<i>NATARUS</i> (42nd Ward)	North Michigan Avenue, at 625--4:00 P.M. to 12:00 Midnight--no exceptions; North Clark Street, at 508--5:00 P.M. to 12:00 Midnight--no exceptions; West Grand Avenue, at 318--4:00 P.M. to 2:00 A.M.--no exceptions; North Orleans Street, at 660--4:00 P.M. to 1:00 A.M.--no exceptions; North Clark Street, at 516--4:00 P.M. to 2:00 A.M.--no exceptions; North Wells Street, at 531--at all times--no exceptions; North Clark Street, at 500--5:00 P.M. to 12:00 Midnight--no exceptions;

Alderman	Location, Distance And Time
<i>EISENDRATH</i> (43rd Ward)	North Halsted Street, at 2048--6:00 P.M. to 12:00 Midnight--Sunday through Saturday;
<i>ORR</i> (49th Ward)	North Clark Street (east side) from a point 152 feet south of West Touhy Avenue to a point 25 feet south thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
<i>CARTER</i> (15th Ward)	West Hermitage Avenue, at 7000--northerly;
<i>SOLIZ</i> (25th Ward)	South Washtenaw Avenue, from West 19th Street to West 25th Street--southerly;
<i>SMITH</i> (28th Ward)	West Carroll Avenue, from North Karlov Avenue to North Pulaski Road--easterly;
<i>MELL</i> (33rd Ward)	First alley north of West Logan Boulevard, between North Mozart Street and North California Avenue--easterly;
<i>KOTLARZ</i> (35th Ward)	North Kearsarge Avenue, from West George Street to a point 100 feet south thereof--northerly;

Alderman

Public Way

CULLERTON (38th Ward)

First north-south alley west of North Central Avenue, from West Roscoe Street to West Henderson Avenue--southerly;

ORR (49th Ward)

First alley west of North Sheridan Road, from West Granville Avenue to West Rosemont Avenue--northerly.

Referred-- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF SOUTH CAMPBELL AVENUE.

Alderman Butler (27th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "South Campbell Avenue, from West Polk Street to West Taylor Street" relative to the restriction on the movement of vehicular traffic on South Campbell Avenue and inserting in lieu thereof the words "South Campbell Avenue, from West Polk Street to West Taylor Street--northerly and southerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF NORTH BERNARD STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend an ordinance passed January 26, 1955 (C.J. pp. 9519--9520) by striking the words "North Bernard Street, from West Addison Street to West Montrose Avenue--northerly" relative to the restriction on the movement of vehicular traffic on North Bernard Street and inserting in lieu thereof the words "North Bernard Street, from West Addison Street to West Montrose Avenue--northerly (except that part between North Elston Avenue and West Byron Street--southerly)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST BYRON STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend an ordinance passed January 17, 1958 (C.J. pp. 7182--7183) by striking the words "West Byron Street, from North St. Louis Avenue to North Kedzie Avenue--easterly" relative to the restriction on the movement of vehicular traffic on West Byron Street and inserting in lieu thereof the words "West Byron Street, from North St. Louis Avenue to North Kedzie Avenue--easterly (except that part between North Bernard Street and North Kimball Avenue--westerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT
SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented two proposed orders to remove two parking meters located in front of 531 North Wells Street and three parking meters located in front of the Wacker Hotel, 111 West Huron Street, which were *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
KRYSTYNIAK (23rd Ward)	West Archer Avenue (north side) from South Nottingham Avenue to South Neva Avenue--1-hour--9:00 A.M. to 12:00 Midnight--no exceptions;
SOLIZ (25th Ward)	West Ogden Avenue, at 2600--30-minutes--at all times;

Alderman

Location, Distance And Time

BANKS (36th Ward)

North Nottingham Avenue (west side)
from West Belmont Avenue to the first
alley south thereof--30-minutes--8:00
A.M. to 10:00 P.M.--no exceptions.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT
SPECIFIED 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

ROBINSON (6th Ward)

South Kenwood Avenue, at 7313 (except
for handicapped);

South Vernon Avenue, at 9422 (except
for handicapped);

HUELS (11th Ward)

South Racine Avenue, at 5010 (except for
handicapped);

South Aberdeen Street (east side) from
South 35th Street to first alley north
thereof;

FARY (12th Ward)

South Keating Avenue, at 4518 (except
for handicapped);

South Hoyne Avenue, at 3332 (except for
handicapped);

South California Avenue, at 4459 (except
for handicapped);

West 43rd Street, at 2651 (except for
handicapped);

Alderman

Location And Distance

	South Homan Avenue, at 5206 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Central Avenue, from 6100 to 6158 (trucks);
	South Kenneth Avenue, at 5918 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Wood Street, at 6441 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Green Street, at 7321 (except for handicapped);
	South Peoria Street, at 8253 (except for handicapped);
	West 73rd Place, at 1514 (except for handicapped);
	South Wentworth Avenue, at 7439 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	South Union Avenue, at 9139 (except for handicapped);
	South Laflin Street (west side) from 9446 to 9500;
	South Laflin Street (east side) from 9445 to 9500;
	West 95th Street, from 1500 to 1534;
<i>GARCIA</i> (22nd Ward)	South Ridgeway Avenue, at 2538 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Nottingham Avenue (west side) from West 61st Street to West 62nd Street;
	South Keating Avenue, at 5305 (except for handicapped);

Alderman

Location And Distance

South Nottingham Avenue (east side)
from West 61st Street to a point 200 feet
south thereof;

HENRY (24th Ward)

West 21st Street, at 4137 (except for
handicapped);

GARCIA for
GUTIERREZ (26th Ward)

North Artesian Avenue, at 1717 (except
for handicapped);

West Haddon Avenue, at 2502 (except for
handicapped);

BUTLER (27th Ward)

North Sawyer Avenue, at 740 (except for
handicapped);

North Drake Avenue, at 846 (except for
handicapped);

HAGOPIAN (30th Ward)

North Lorel Avenue, at 2107 (except for
handicapped);

FIGUEROA (31st Ward)

North Lawndale Avenue, at 1111 (except
for handicapped);

West McLean Avenue, at 3511 (except for
handicapped);

North Lawndale Avenue, at 1112 (except
for handicapped);

West Dickens Avenue, at 3405 (except for
handicapped);

GABINSKI (32nd Ward)

North Seeley Avenue, at 2212 (except for
handicapped);

AUSTIN (34th Ward)

South Sangamon Street, at 11740 (except
for handicapped);

South Elizabeth Street, at 11616 (except
for handicapped);

West 112th Street, at 1221 (except for
handicapped);

Alderman

Location And Distance

KOTLARZ (35th Ward)

West Roscoe Street (south side) from South Kolmar Avenue to the viaduct west thereof;

North Avers Avenue, at 2301 (except for handicapped);

North Kearsarge Avenue (west side) from a point 100 feet south of West Oakdale Avenue to West Nelson Street;

North Tripp Avenue (west side) from West Nelson Street to West Belmont Avenue;

GILES (37th Ward)

West Huron Street, at 4834 (except for handicapped);

CULLERTON (38th Ward)

North Mobile Avenue, at 4105 (driveway);

O'CONNOR (40th Ward)

North Fairfield Avenue, at 4815 (except for handicapped);

North Washtenaw Avenue, at 4857 (except for handicapped);

North Hermitage Avenue, at 5960 (except for handicapped);

HANSEN (44th Ward)

West Buckingham Place, at 701 (except for handicapped);

North Southport Avenue, at 2814 (except for handicapped);

LEVAR (45th Ward)

North Latrobe Avenue, at 5356 (except for handicapped);

OSTERMAN (48th Ward)

North Glenwood Avenue, at 4918 (except for handicapped);

STONE (50th Ward)

North Rockwell Street, at 754 (except for handicapped);

Alderman

Location And Distance

West Arthur Avenue (north side) from North Western Avenue to a point 102 feet east thereof;

North Western Avenue (east side) from West Arthur Avenue to a point 168 feet north thereof.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated and at the locations, distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

HUELS (11th Ward)

South Wallace Street (east side) from 28th Place to first alley north thereof--8:00 A.M. to 4:00 P.M.--Monday through Saturday;

CARTER (15th Ward)

West 61st Street, from South Damen Avenue to South Winchester Avenue--1:00 P.M. to 3:00 P.M.--on all school days;

SHEAHAN (19th Ward)

West 102nd Street, for approximately 450 feet west of Longwood Drive (north side)--3:00 P.M. to 5:00 P.M.--Monday through Friday;

KRYSTYNIAK (23rd Ward)

South Keeler Avenue (west side) from South Archer Avenue to the first alley south thereof--7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.--no exceptions;

ORR (49th Ward)

West Rosemont Avenue, alongside the Sacred Heart School at 6250 North Sheridan Road--7:00 A.M. to 4:00 P.M.--on all school days.

Referred -- REPEAL OF PARKING PROHIBITION ON
PORTIONS OF SOUTH WABASH AVENUE AND
SOUTH MICHIGAN AVENUE.

Alderman Robinson (6th Ward) presented a proposed ordinance to repeal an ordinance previously passed that established the parking prohibition currently in effect on both sides of South Wabash Avenue, in the 7900 and 8700 blocks from 8:00 A.M. to 10:00 A.M., Monday through Friday and on both sides of South Michigan Avenue, in the 9300 block, from 8:00 A.M. to 10:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF PARKING PROHIBITION ON
PORTION OF SOUTH ASHLAND AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance which would repeal an ordinance passed on December 2, 1982 (C.J. p. 13966) by discontinuing the prohibition against the parking of vehicles on the west side of South Ashland Avenue, from the Chicago River to South Archer Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF PARKING PROHIBITION AT
1700 WEST 91ST STREET.

Alderman J. Evans (21st Ward) presented a proposed ordinance to repeal an ordinance previously passed which established the parking prohibition currently in effect at 1700 West 91st Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF PARKING PROHIBITION ON
PORTION OF SOUTH NATCHEZ AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "South Natchez Avenue (both sides) from West Archer Avenue to the first alley north and south thereof--8:00 A.M. to 10:00 A.M.--

except Saturdays, Sundays and holidays" relative to the parking of vehicles on South Natchez Avenue and inserting in lieu thereof the words "South Natchez Avenue (both sides) from West Archer Avenue to the first alley north and south thereof--7:00 A.M. to 9:00 A.M.--except Saturdays, Sundays and holidays", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>STREETER</i> (17th Ward)	In the 7700 block of South Aberdeen Street (both sides)--at all times; In the 6800 to 6900 blocks of South Lafayette Avenue--at all times--no exceptions; In the 7800 block of South Aberdeen Street (both sides)--Monday through Sunday--at all times;
<i>SHEAHAN</i> (19th Ward)	South Walden Parkway (west side) from South 10206 to South 10230--at all times; West 119th Street (north side) between South Vincennes Avenue and South Longwood Drive--at all times;
<i>J. EVANS</i> (21st Ward)	In the 9400 block of South Parnell Avenue--7:00 A.M. to 2:30 P.M.--Sunday's only;
<i>BANKS</i> (36th Ward)	West Barry Avenue (both sides) from the first alley east of North Harlem Avenue to North Nottingham Avenue--at all times.

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE
102 ON PORTION OF NORTH BINGHAM STREET.

Alderman Mell (33rd Ward) presented a proposed order to amend an ordinance passed on September 23, 1987 (C.J. p. 4116) by extending the existing residential permit parking zone 102 to include the east side of 2005 to 2029 North Bingham Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DIAGONAL PARKING PERMITTED ON PORTION
OF NORTH LOWELL AVENUE.

Alderman Hagopian (30th Ward) presented a proposed ordinance to permit diagonal parking on the west side of North Lowell Avenue, from West Armitage Avenue approximately 125 feet south to the alley, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations indicated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
BANKS (36th Ward)	North Ottawa Avenue (west side) from West Belmont Avenue to the driveway just north thereof;
LEVAR (45th Ward)	West Pensacola Avenue (north side) alongside 4301--4325 North Milwaukee Avenue, from North Milwaukee Avenue to the first alley west thereof.

Referred-- ESTABLISHMENT OF SPEED LIMITATION
AT SPECIFIED LOCATION.

Alderman Soliz (25th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour in the area bounded by South Carpenter Street, South May Street, West 21st Street and West Cullerton Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF TOW AWAY ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow away zones at the locations designated, 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>NATARUS</i> (42nd Ward)	West Huron Street, at 111--at all times--no exceptions; East Cedar Street, at 20--at all times--no exceptions; North Lake Shore Drive, at 860 (in front of entrance)--at all times--no exceptions; North Lake Shore Drive, at 880--at all times--no exceptions;
<i>EISENDRATH</i> (43rd Ward)	North State Street, at 1364 (driveway)--at all times--no exceptions;
<i>HANSEN</i> (44th Ward)	West Diversey Avenue, at 330--at all times--no exceptions.

Referred -- AMENDMENT OF ORDINANCE ESTABLISHING
TOW AWAY ZONE ON PORTION OF SOUTH
HELEN J. MIKOLS DRIVE.
(South Side)

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on September 23, 1987 (C.J. pp. 4126--4130) by striking the words "South Helen J. Mikols Drive (service drive--south side) from the west property line of South Cicero Avenue at West 58th Street, to a point beginning at 100 feet, to a point 123 feet west thereof--at all times--10-minute parking privilege for airport vehicles only" relative to the tow away zone on South Helen J. Mikols Drive and inserting in lieu thereof the words "South Helen J. Mikols Drive (service drive--south side) from the west property line of South Cicero Avenue at West 58th Street, to a point beginning at 100 feet, to a point 123 feet west thereof--with a 10-minute limit parking privilege at all times for commercial passenger vehicles", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE ESTABLISHING
TOW AWAY ZONE ON PORTION OF SOUTH
HELEN J. MIKOLS DRIVE.
(West Side)

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on September 23, 1987 (C.J. pp. 4126--4130) by striking the words "South Helen J. Mikols Drive (service drive--west side) from the west property line of South Cicero Avenue at West 58th Street to a point beginning at 588 feet, to a point 39 feet north thereof--at all times (with the exception of airport vehicles which are allowed a 10-minute limit parking privilege)" relative to the tow away zone on South Helen J. Mikols Drive and inserting in lieu thereof the words "South Helen J. Mikols Drive (service drive--west side) from the west property line of South Cicero Avenue at West 58th Street, beginning at a point 588 feet north to a point 39 feet north thereof--at all times (with the exception of a 10-minute limit parking privilege for commercial passenger vehicles)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL
SIGNALS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic

traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety, as follows:*

Alderman	Location
BEAVERS (7th Ward)	East 87th Street and South Colfax Avenue;
O'CONNOR (40th Ward)	West Carmen Avenue and North California Avenue;
PUCINSKI (41st Ward)	West Raven Street and North Milwaukee Avenue.

Referred -- INSTALLATION OF TRAFFIC SIGNS
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety, as follows:*

Alderman	Location And Type Of Sign
ROBINSON (6th Ward)	East 88th Street, at South State Street-- "Do Not Enter";
BEAVERS (7th Ward)	South Exchange Avenue, at East 81st Street--"Stop"; South Baltimore Avenue, at East 88th Street--"Stop"; South Burnham Avenue, at East 77th Street--"Stop";
CALDWELL (8th Ward)	"T" alley bounded by 101st Street, South Lawrence Avenue and South Dauphin Street--"Stop";

Alderman

Location And Type Of Sign

VRDOLYAK (10th Ward)

East 89th Street and South Burley Avenue--"Four-Way Stop";

East 100th Street and South Avenue M--"Four-Way Stop";

East 90th Street and South Burley Avenue--"Four-Way Stop";

East 91st Street and South Burley Avenue--"Four-Way Stop";

BURKE (14th Ward)

West 66th Street and South Talman Avenue--"Stop";

West 66th Street and South Rockwell Street--"Stop";

CARTER (15th Ward)

West 73rd Street and South Hoyne Avenue--"Four-Way Stop";

South Justine Street, at West 56th Street--"Stop";

West 72nd Street and South Hoyne Avenue--"Four-Way Stop";

South Bishop Street, at West 58th Street--"Stop";

West 61st Street, at South Honore Street--"Stop";

West 73rd Street and South Wood Street--"Four-Way Stop";

West 73rd Street and South Seeley Avenue--"Four-Way Stop";

West 72nd Street and South Wood Street--"Four-Way Stop";

South Marshfield Avenue, at West 54th Street--"Stop";

Alderman

Location And Type Of Sign

South Bishop Street, at West 57th Street--"Stop";

West 72nd Street and South Seeley Avenue--"Four-Way Stop";

South Laflin Street, at West 58th Street--"Stop";

South Justine Street, at West 57th Street--"Stop";

South Laflin Street, at West 57th Street--"Stop";

South Laflin Street, at West 55th Street--"Stop";

South Justine Street and West 58th Street--"Stop";

SHEAHAN (19th Ward)

West 109th Street and South Drake Avenue--"Two-Way Stop";

J. EVANS (21st Ward)

South Racine Avenue, at West 95th Street--"Stop";

South Normal Avenue and West 93rd Street--"Stop";

South Laflin Street, at East 88th Street--"Stop";

West 99th Street and South Loomis Boulevard--"Stop";

West 102nd Street and South LaSalle Street--"Stop";

West 88th Street and South Wallace Street--"Three-Way Stop";

GARCIA (22nd Ward)

West 23rd Street and South Albany Avenue--"Four-Way Stop";

Alderman	Location And Type Of Sign
<i>KRYSTYNIAK</i> (23rd Ward)	West 54th Street, at South Tripp Avenue--"Stop";
<i>SOLIZ</i> (25th Ward)	West 20th Place and South Carpenter Street--"Four-Way Stop"; West 20th Place and South May Street--"Four-Way Stop"; West Cullerton Street and South Carpenter Street--"Four-Way Stop"; West 21st Street and South May Street--"Four-Way Stop"; West 21st Street and South Carpenter Street--"Four-Way Stop"; West 19th Street and South Carpenter Street--"Four-Way Stop";
<i>SMITH</i> (28th Ward)	West Carroll Avenue and North St. Louis Avenue--"Stop";
<i>HAGOPIAN</i> (30th Ward)	West Palmer Street, at North Lowell Avenue--"Stop";
<i>FIGUEROA</i> (31st Ward)	West Wabansia Avenue, at North Drake Avenue--"Stop"; West Wabansia Avenue, at North Monticello Avenue--"Stop";
<i>MELL</i> (33rd Ward)	West Medill Avenue and North Campbell Avenue--"Four-Way Stop"; West Wellington Avenue, at North Albany Avenue--"Stop"; West George Street, at North Whipple Street--"Stop";
<i>KOTLARZ</i> (35th Ward)	West Barry Avenue and North Karlov Avenue--"Stop";

Alderman

Location And Type Of Sign

North Bernard Street, at North Elston Avenue--"Left Turn Only";

West Oakdale Avenue and North Kearsarge Avenue--"Four-Way Stop";

BANKS (36th Ward)

North Melvina Avenue, at West Wrightwood Avenue--"Stop";

West Bloomingdale Road, at North Merrimac Avenue--"Stop";

West Wabansia Avenue, at North Melvina Avenue--"Stop";

West Wabansia Avenue, at North Meade Avenue--"Stop";

West Wabansia Avenue, at North McVicker Avenue--"Stop";

West Bloomingdale Road, at North Moody Avenue--"Stop";

West Wabansia Avenue, at North Mobile Avenue--"Stop";

North Nordica Avenue, at West George Street--"Stop";

West Bloomingdale Road, at North Meade Avenue--"Stop";

West Wabansia Avenue, at North Merrimac Avenue--"Stop";

West Roscoe Street and North Opal Avenue--"Stop";

West Bloomingdale Road, at North Mulligan Avenue--"Stop";

West Bloomingdale Road, at North Melvina Avenue--"Stop";

Alderman

Location And Type Of Sign

West Bloomingdale Road, at North
McVicker Avenue--"Stop";

West Wabansia Avenue, at North Moody
Avenue--"Stop";

West Bloomingdale Road, at North
Mobile Avenue--"Stop";

CULLERTON (38th Ward)

West Warwick Avenue and North
Marmora Avenue--"Stop";

West Cornelia Avenue, at North Major
Avenue--"Stop";

West Eddy Street, at North Marmora
Avenue--"Stop";

NATARUS (42nd Ward)

North Sheffield Avenue, at West Weed
Street--"Stop";

North Dayton Street, at West Blackhawk
Street--"Stop";

EISENDRATH (43rd Ward)

North Fremont Street and West
Wisconsin Street--"Four-Way Stop";

North Burling Street and West
Wrightwood Avenue--"Four-Way Stop";

SHILLER (46th Ward)

North Fremont Avenue and West Grace
Street--"Four-Way Stop";

SCHULTER (47th Ward)

North Paulina Street, at West Byron
Street--"Stop";

North Oak Park Avenue, at West
Wellington Avenue--"Stop".

Referred -- REMOVAL OF "NO PARKING" SIGNS AT
6516 AND 6540 SOUTH HALSTED STREET.

Alderman Langford (16th Ward) presented a proposed order to amend an order passed on April 27, 1960, allowing the removal of "No Parking" signs in front of 6516 and 6540 South Halsted Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROPOSED STUDY REGARDING INSTALLATION OF
"FOUR-WAY STOP" SIGNS AT INTERSECTION OF WEST
54TH STREET AND SOUTH HAMLIN AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed order to conduct a study for the purpose of installing "Four-Way Stop" signs at the intersection of West 54th Street and South Hamlin Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE-TON WEIGHT LIMIT
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
FARY (12th Ward)	West 39th Place, from South Archer Avenue to South Campbell Avenue;
CULLERTON (38th Ward)	West Belle Plaine Avenue, from North Major Avenue to North Central Avenue;
LEVAR (45th Ward)	West Bryn Mawr Avenue, from North Central Avenue to North Milwaukee Avenue.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Alderman Orr (49th Ward) presented two proposed ordinances amending the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

To classify as an R4 General Residence District instead of an R6 General Residence District the area shown on Map No. 17-G bounded by

West Estes Avenue; North Sheridan Road; West Farwell Avenue; the alley next west of and parallel to North Sheridan Road.

To classify as an R4 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 17-G bounded by

a line 146 feet south of and parallel to West Morse Avenue; the alley next east of and parallel to North Sheridan Road; a line 106 feet south of and parallel to West Pratt Boulevard; North Sheridan Road.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented sixty-eight 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)5742--5744 South Kenwood
Condominium Association;5526--5528 Blackstone Condominium
Corporation (2);*ROBINSON* (6th Ward)

Ms. Cleopatra E. Howard Hearn;

Ms. Anna Marie Maclin;

MADRZYK (13th Ward)

5729 Midway Estates Condominium;

Kenton Building Corporation;

STREETER (17th Ward)Lafayette Plaza Housing
Cooperative (2);*J. EVANS* (21st Ward)

Mr. James Owen;

KRYSTYNIAK (23rd Ward)

Mr. Joseph E. Kara;

SOLIZ (25th Ward)

Mr. Jorge Lobato;

BUTLER (27th Ward)

Hermitage Manor Cooperative;

GABINSKI (32nd Ward)

Hoyne Condominium Homes;

MELL (33rd Ward)

Mr. Brian S. Feldman;

Mr. Rafael Ayala;

BANKS (36th Ward)Nottingham Manor Condominium
Association;

Cornelia Court Condominium;

Alderman

Claimant

Mr. Juan Hernandez;

CULLERTON (38th Ward)

Leland House Condominiums
Association;

O'CONNOR (40th Ward)

Park Manor Condominium
Association;

PUCINSKI (41st Ward)

Northwest Terrace Condominium
Association Building 3;

Friendly Village 3
Condominium Association;

Devon Place Condominium
Association;

Northwest Terrace Building
1 Condominium;

Crestwood Terrace Condominium
Association;

Kings Ridge Condominium;

Northwest Terrace Condominium
2;

Higgins Terrace Condominium
Association, Incorporated;

Higgins Manor Condominium
Association;

Caldwell Woods Condominium
Association, Incorporated;

Edgewood Manor II;

6831 Northwest Highway
Association;

Birch Tree Manor Condominium

Alderman

Claimant

Unit 1;

Parkview Condominium West,
Incorporated;

Ms. Julia Stachton;

NATARUS (42nd Ward)

Cameron Condominium Association;

210 East Pearson Condominium
Association;

223 East Delaware Corporation;

200 East Delaware Condominium
Association;201 East Chestnut Condominium
Association;*EISENDRATH* (43rd Ward)

The Brownstone;

2450 North Lakeview Condominium
Association;

Delaware Place;

Lincoln Park Villas Condominium
Association;

Sedgwick Condominium Association;

2650 Lakeview Condominium
Association;Hampden Tower Condominium
Association;

2500 Lakeview Association;

LEVAR (45th Ward)

Keeler Arms;

Edmunds Street Condominium

Alderman

Claimant

Association;

Keystone Gardens Apartments 2;

Janis Courts Association;

Mr. August Giovenco;

4105--4113 West Cullom Condominium
Association;*SHILLER* (46th Ward)720 Gordon Terrace Condominium
Association;*SCHULTER* (47th Ward)4414--4416 North Ashland
Condominium Association,
Incorporated;*OSTERMAN* (48th Ward)5453--5455 North Kenmore
Condominium Association;Maranatha Condominium
Association;5757 North Sheridan Road
Condominium Association;*STONE* (50th Ward)Stone Terrace Condominium
Association;Granville Courts Condominium
Association;Hamilton House Condominium
Association (2);Park Gables Apartment Homes,
Incorporated;

Ivy Courte Condominium Association;

Alderman

Claimant

7520 Ridge Building Corporation;

Mr. A. Berland.

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.

Four proposed ordinances to grant permission and authority to the organizations listed, for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank, under trust 11824--to maintain and use vaulted sidewalk space adjacent to its property at 200 South Michigan Avenue;

Electric Beer Pump, Incorporated, doing business as Alcock's Inn--to maintain and use a portion of the public way adjacent to its property at 411 South Wells Street for use as a sidewalk cafe;

209 West Lake Street Partnership, doing business as Primavera, Limited, Pago Pago V, and Pago Pago VI--to maintain and use a portion of the public way adjacent to its property at 209 West Lake Street for use as a sidewalk cafe; and

225 Wabash Associates, doing business as Oxford House Hotel--to maintain and use, as now constructed, a vault underneath the north half of East Haddock Place at its

intersection with North Wabash Avenue for use in connection with the building at 219--223 North Wabash Avenue.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF SOUTH DEARBORN STREET IN CONJUNCTION
WITH GRAND OPENING OF HOTEL MORTON.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Hotel Morton to close to traffic that part of South Dearborn Street, between West Congress Parkway and West Harrison Street, in conjunction with its grand opening on Tuesday, June 23, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SOUTH LA SALLE STREET FOR STREETFEST
AND GALA DINNER PARTY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Lighthouse for the Blind to close to traffic that part of South LaSalle Street, between West Jackson Boulevard and West Van Buren Street, on Friday, September 16, 1988 for a streetfest, and also to close that part of South LaSalle Street, between West Jackson Boulevard and West Adams Street, on September 17 and 18, 1988 for a gala dinner party, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE IN
FRONT OF 606 WEST ROOSEVELT ROAD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Chernin's Shoes, c/o Mr. Donald Lord, to hold a sidewalk sale in front of 606 West Roosevelt Road for the period extending July 14 through July 17, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of General Services to issue permits to the organizations 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:

Carson Pirie Scott & Company--to maintain and use one canopy at 36 South Wabash Avenue;

Emperors Choice Restaurant--to maintain and use three canopies at 2238 South Wentworth Avenue;

Greyhound Lines, Incorporated--to maintain and use three canopies at 67--93 West Lake Street and 193--195 North Clark Street; and

Ten West Jackson Limited Partnership--to maintain and use one canopy at 10 West Jackson Boulevard.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- PERMISSION TO HOLD NEIGHBORHOOD FESTIVAL WITH
CARNIVAL ON PORTION OF SOUTH DR. MARTIN LUTHER
KING JR. DRIVE.

A proposed order directing the Commissioner of Public Works to grant permission to Douglas Grand Boulevard Neighborhood Festival to hold a neighborhood festival with a carnival on that part of South Dr. Martin Luther King Jr. Drive, between East 33rd Street and East 35th Street for the period extending August 18 through August 21, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN T. EVANS (4th Ward):

PORTION OF EAST 44TH STREET CLOSED TO TRAFFIC
DURING SPECIFIED HOURS FOR VACATION
BIBLE SCHOOL.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Wilbur Stroud, 552 East 44th Street, to close to traffic East 44th Street, between South St. Lawrence Avenue and South Forrestville Avenue, during the hours of 10:00 A.M. and 12:00 Noon during the period of July 11 through July 22, 1988 (except Saturday and Sunday) for the conduct of a Vacation Bible School.

Alderman T. Evans 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 T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Presented By

ALDERMAN BLOOM (5th Ward):

TRIBUTE TO LATE FORMER ALDERMAN BERTRAM B. MOSS.

A proposed resolution reading as follows:

WHEREAS, Bertram B. Moss, a member of the City Council of the City of Chicago from 1943 to 1947, has died; and

WHEREAS, He was elected Alderman of the fifth ward and resided in the Hyde Park Community; and

WHEREAS, In his career in the City Council he was an eloquent and courageous champion of quality public education and of decent housing for Chicagoans, and was an able representative of his constituents; and

WHEREAS, He was a distinguished lawyer known for his professional ability and his long devotion to civic and charitable activities; now, therefore,

Be It Resolved by the Mayor and the City Council of the City of Chicago:

The City of Chicago mourns the death of former Alderman Bertram B. Moss and extends the sympathy of the City to his family in their bereavement.

Alderman Bloom 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 Bloom, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Referred -- GRANTS OF PRIVILEGE TO UNIVERSITY OF
CHICAGO FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the University of Chicago as specified below, which were *Referred to the Committee on Streets and Alleys*, as follows:

To maintain and use, as now constructed, two steam tunnels at 5604--5620 South Ellis Avenue to service the Accelerator Building; and

To maintain and use a pedestrian tunnel under and across East 58th Street near South Drexel Avenue, adjoining 950 East 58th Street.

Presented By

**ALDERMAN BLOOM (5th Ward) And
ALDERMAN BEAVERS (7th Ward):**

PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF
EAST 71ST STREET, EAST 75TH STREET, EAST
79TH STREET AND SOUTH JEFFERY
BOULEVARD.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Anisah R. Muhammad, South Shore Council of Commerce, 7116 South Jeffery Boulevard for the conduct of the annual sidewalk sale on East 71st Street (both sides) from South Yates Boulevard to South Stony Island Avenue; East 75th Street (both sides) from South Exchange Avenue to South Stony Island Avenue; East 79th Street (both sides) from South Exchange Avenue to South Stony Island Avenue; South Jeffery Boulevard (both sides) from East 71st Street to South Stony Island Avenue on Thursday, July 21, 1988 through Saturday, July 23, 1988, during the hours of 9:00 A.M. to 9:00 P.M.

Alderman Bloom 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 Bloom, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- REQUESTS FOR PAVING OF SPECIFIED PUBLIC
ALLEYS BY SPECIAL ASSESSMENT.

Seventeen proposed orders requesting the Board of Local Improvements to institute the necessary proceedings for the paving with concrete, by special assessment, the alleys specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alley in the area bounded by East 83rd, East 84th, South Commercial Avenue and South Baltimore Avenue;

Alley in the area bounded by East 88th, East 89th, South Houston Avenue and South Baltimore Avenue;

Alley in the area bounded by East 89th, East 90th, South Houston Avenue and South Baltimore Avenue;

Alley in the area bounded by East 89th, East 90th, South Muskegon Avenue and South Escanaba Avenue;

Alley in the area bounded by East 91st, East 92nd, South Marquette Avenue and South Saginaw Avenue;

Alley in the area bounded by East 92nd, East 93rd, South Marquette Avenue and South Manistee Avenue;

Alley in the area bounded by East 92nd, East 93rd, South Marquette Avenue and South Saginaw Avenue;

Alley in the area bounded by East 92nd, East 93rd, South Muskegon Avenue and South Escanaba Avenue;

Alley in the area bounded by East 93rd, East 94th, South Colfax Avenue and South Phillips Avenue;

Alley in the area bounded by East 93rd, East 94th, South Essex Avenue and South Phillips Avenue;

Alley in the area bounded by East 93rd, East 94th, South Luella Avenue and South Crandon Avenue;

Alley in the area bounded by East 93rd, East 94th, South Luella Avenue and South Paxton Avenue;

Alley in the area bounded by East 93rd, East 94th, South Marquette Avenue and South Manistee Avenue;

Alley in the area bounded by East 93rd, East 94th, South Muskegon Avenue and South Manistee Avenue;

Alley in the area bounded by East 93rd, East 94th, South Oglesby Avenue and and South Crandon Avenue;

Alley in the area bounded by East 93rd, East 94th, South Yates Boulevard and South Oglesby Avenue; and

Alley in the area bounded by East 93rd, East 94th, South Yates Boulevard and South Phillips Avenue.

Presented By

ALDERMAN CALDWELL (8th Ward):

PERMISSION TO HOLD SIDEWALK SALE ON PORTION
OF EAST 87TH STREET AND SOUTH
STONY ISLAND AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lester Johnson, 87th Street/Stony Island Business Association, 8658 South Stony Island Avenue for the conduct of a sidewalk sale on that part of East 87th Street, from 1500 East to 1700 East and on that part of South Stony Island Avenue from 8600 South to 8700 South, on Thursday, July 14, 1988 through Sunday, July 17, 1988, during the hours of 10:00 A.M. to 8:00 P.M.

Alderman Caldwell 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 Caldwell, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 29
BY ADDING NEW SECTION 29-3.1 PROHIBITING
ISSUANCE OF WHEEL TAX LICENSES TO
APPLICANTS WITH OUTSTANDING
CITY TOWING/STORAGE
CHARGES.

Also, a proposed ordinance to amend Chapter 29 of the Municipal Code by adding thereto a new section to be known as Section 29-3.1 which would prohibit the issuance of a wheel tax license to any applicant with outstanding city towing and/or storage charges until payment of such fees is received by the Director of Revenue, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO HOLD OUTDOOR EVENTS
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, eight proposed orders directing the Commissioner of Public Works to grant permission to the individuals listed to hold various outdoor events on portions of specified public ways, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Les Johnson as contact person for the 87th Street/Stony Island Businessmen's Association--to hold the 87th Street/Stony Island Festival on that part of South Chappel Avenue, from 8600 to 8700, for the period extending July 28 through July 31, 1988;

Mr. Les Johnson as contact person for the 87th Street/Stony Island Businessmen's Association--to hold the 87th Street/Stony Island Festival on that part of South Chappel Avenue, from 8900 to 9000, for the period extending July 28 through July 31, 1988;

Mr. Les Johnson as contact person for the 87th Street/Stony Island Businessmen's Association--to hold the 87th Street/Stony Island Festival on that part of South Clyde Avenue, from 8700 to 9000, for the period extending July 28 through July 31, 1988;

Mr. Les Johnson as contact person for the 87th Street/Stony Island Businessmen's Association--to hold the 87th Street/Stony Island Festival on that part of South Merrill Avenue, from 8700 to 9000, for the period extending July 28 through July 31, 1988;

Mr. Les Johnson as contact person for the 87th Street/Stony Island Businessmen's Association--to hold the 87th Street/Stony Island Festival on that part of South Paxton Avenue, from 8700 to 8900, for the period extending July 28 through July 31, 1988;

Minister Tom Bey-Sund--to hold a fundraiser for Cosmos Community Temple II on that part of East 79th Street, from 857 to 849, for the period extending July 14 through July 17, 1988;

Mr. Les Johnson as contact person for the 87th Street/Stony Island Businessmen's Association--to hold the 87th Street/Stony Island Festival on that part of East 88th Street, from South Clyde Avenue, to South Merrill Avenue, for the period extending July 28 through July 31, 1988; and

Mr. Les Johnson as contact person for the 87th Street/Stony Island Businessmen's Association--to hold the 87th Street/Stony Island Festival on that part of East 89th Street, from South Jeffery Boulevard to South Merrill Avenue, for the period extending July 28 through July 31, 1988.

Referred--ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 8633 SOUTH COTTAGE
GROVE AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Dong-Yup Chang for the maintenance and use of an existing canopy attached to the building or structure at 8633 South Cottage Grove Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred--DIRECTOR OF PERSONNEL AND OFFICE OF
CITY COMPTROLLER REQUESTED TO ALLOW
PAYROLL DEDUCTIONS FOR
SPECIFIED CHARITIES.

Also, a proposed resolution requesting the Director of Personnel and the Office of the City Comptroller to allow voluntary payroll deductions for the fight against Sickle Cell Anemia and for the United Negro College Fund, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MRS. FLORENCE FORTENBERRY JOHNSON.

A proposed resolution reading as follows:

WHEREAS, Mrs. Florence Fortenberry Johnson departed this life on June 2, 1988; and

WHEREAS, Mrs. Fortenberry Johnson received her elementary and secondary education in Roxie and Natchez, Mississippi, and obtained her bachelors and masters degrees from Alcorn State University and Carolina State University, respectively; and

WHEREAS, Mrs. Fortenberry Johnson dedicated her life to her family and community, by serving 45 years in the public school system, in addition volunteering service to the New Zion Baptist Church, the Federated Club, the B.Y.P.U., the W.M.U. and as a teacher of Adult Education; and

WHEREAS, A strong advocate of education, Mrs. Fortenberry Johnson was responsible for initiating the adult education program in her home town, in an effort to eliminate illiteracy among adults; and

WHEREAS, Mrs. Fortenberry Johnson's commitment to her community has earned her many awards and high honors, including being crowned "Ms. New Zion"; and

WHEREAS, Mrs. Fortenberry Johnson will be remembered by her children, Mrs. Muriel Freeman, Mr. Fred D. Fortenberry, Mr. Irving Fortenberry and Theresa Davis, a host of relatives, former students and friends; now, therefore,

Be It Resolved, By the Mayor of the City of Chicago and the members of the City Council, assembled this 13th day of July, 1988, that we hereby extend our sincere condolences to the family of Florence Fortenberry Johnson, and our hope that the family's grief will lessen as time goes on.

Alderman Caldwell 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 Caldwell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuster, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter; J. Evans, Garcia -- 4.

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

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 11264 SOUTH CORLISS
AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to All Sign for the erection of a sign/signboard at 11264 South Corliss Avenue for various copy of general advertisers, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- GRANT OF PRIVILEGE TO ILLINOIS SCRAP
PROCESSING COMPANY FOR RAILROAD
SWITCH TRACKS.

A proposed ordinance to grant permission and authority to Illinois Scrap Processing Company to maintain and operate, as now constructed, two railroad switch tracks on and across South Kreiter Avenue and East 93rd Court, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF SUNDRY STREETS FOR EAST SIDE
BOCCE TOURNAMENT.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. David Jaroszewski to close to traffic that part of South Avenue G at South Crilly Drive, and on that part of South Crilly Drive, between South Avenue G and Walton Drive, and also on that part of East 99th Street, between South Avenue G and South Crilly Drive, for the purpose of holding the East Side Bocce Tournament on Sunday, September 18, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH COMMERCIAL
AVENUE FOR SPECIFIED
CELEBRATION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to McDonald's Restaurant to close to traffic that part of South Commercial Avenue, between East 92nd Street and South South Chicago Avenue, on Saturday, August 6, 1988 to celebrate its first anniversary in the community, which was *Referred to the Committee on Streets and Alleys*.

Referred -- CHAIRMAN OF FINANCE COMMITTEE REQUESTED TO
HOLD HEARINGS TO INVESTIGATE DISCONTINUANCE OF
FUNDING FOR VARIOUS COMMUNITY
SERVICE ORGANIZATIONS.

Also, a proposed resolution requesting the Chairman of the Committee on Finance to hold public hearings to investigate the decision of city agencies, specifically the Department of Human Services, to cease funding for various community service organizations which provide for the needs of children, senior citizens, battered women, et cetera, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN HUELS (11th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF
SPECIFIED PUBLIC ALLEY.

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 north 150 feet of the remaining north-south 16-foot public alley in the area bounded by South Wells Street, South Wentworth Avenue, the right of way of the Chicago Junction Railway and West Root Street for the Exchange National Bank as Trustee, Trust No. 15647, (No. 4-11-88-1253); said ordinance to be transmitted to

the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Huels 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 Huels, the foregoing proposed order was *Passed*.

TRIBUTE TO LATE MRS. CELINE DOUGHERTY SHINNICK.

Also, a proposed resolution reading as follows:

WHEREAS, Celine Dougherty Shinnick had passed away on July 6, 1988; and

WHEREAS, Celine Shinnick has been a fine citizen and a lifelong resident of the Bridgeport and 11th Ward community; and

WHEREAS, Celine Shinnick was the beloved wife of George, and the proud mother of Thomas (Donna), Nadine (David) Perminas, Terrence (Suzanne), Timothy (Luanne), Celine (Michael) Flynn, George (Kimberly), Michael, Kathleen, and Joanne; and

WHEREAS, Celine Shinnick was the loving grandmother of 12 and the fond sister and sister-in-law to many; and

WHEREAS, Celine Shinnick, along with her husband, George, are the proprietors of Shinnick's Tap, a fine establishment in the 11th Ward community, where she will be greatly missed by the many long-standing patrons of the community; and

WHEREAS, Celine Shinnick will be greatly missed by the many family members, friends, and members of the 11th Ward Democratic Organization; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of July in 1988, do hereby mourn the death of Celine Dougherty Shinnick, and we also extend our deepest sympathy to her husband, George, her children, her grandchildren, and her many family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Celine Shinnick.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

CONGRATULATIONS EXTENDED STELLA AND LOUIS FISHER ON
THEIR FORTIETH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Stella and Louis Fisher have celebrated 40 years of wedded bliss on July 3, 1988; and

WHEREAS, This lovely union has made them the proud parents of four children: Ron (Reg), Matthew, Adam, Donna (Michael), Pat (Ken Weiss) and the proud grandparents of 2; and

WHEREAS, Stella and Louis are longtime residents of the great 11th Ward in the City of Chicago where they have been outstanding citizens; and

WHEREAS, Stella and Louis Fisher exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishments that are key factors in an inevitable 40 years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered on this 13th day of July in 1988, do hereby extend our heartiest congratulations to Stella and Louis Fisher on this very happy occasion of their 40th 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 Stella and Louis Fisher.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schullter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH GRATTEN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Benton Community Settlement to close to traffic that part of South Gratten Avenue, between West Lyman Street and West 31st Street, for the period extending July 5 through August 12, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- GRANT OF PRIVILEGE TO STANDARD FEDERAL
SAVINGS AND LOAN ASSOCIATION OF CHICAGO
FOR KEY PAD OPENER IN PARKWAY.

A proposed ordinance to grant permission and authority to Standard Federal Savings and Loan Association of Chicago to construct, maintain and use a key pad opener in the parkway on West 42nd Street, adjacent its premises at 3041 West 42nd Street, for the purpose of entering the parking lot, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH WHIPPLE STREET IN CONJUNCTION WITH
BRIGHTON PARK BUSINESS ASSOCIATION
SIDEWALK SALE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Matt Rooney of the Brighton Park Businessman's Association to close to traffic that part of South Whipple Street, between West 43rd Street and South Archer Avenue, for the period extending August 4 through August 7, 1988, in conjunction with the Brighton Park Business Association sidewalk sale, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE
ON PORTION OF SOUTH ARCHER AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Matt Rooney of the Brighton Park Businessman's Association to hold a sidewalk sale on both sides of South Archer Avenue, from South California Avenue to South Kedzie Avenue, for the period extending August 4 through August 7, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- APPROVAL OF PLANNED NEW CONSTRUCTION AT
3120 WEST 36TH STREET AS CLASS 6b AND
ELIGIBLE FOR COOK COUNTY TAX
INCENTIVES.

Also, a proposed resolution to approve the planned new construction to be located at 3120 West 36th Street as appropriate under the Cook County Real Property Assessment Classification Ordinance, Class 6b, for tax incentives, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BURKE (14th Ward):

AMENDMENT OF MUNICIPAL CODE CHAPTER 104 BY
DEFERRING IMPLEMENTATION OF ADMISSION FEE
TO INTER-TRACK WAGERING FACILITIES
UNTIL FURTHER ORDER OF
CITY COUNCIL.

A proposed ordinance reading as follows:

WHEREAS, The City of Chicago passed an ordinance on June 22, 1988 (C.J. pp. 14495--14496) imposing a one (\$1.00) dollar admission fee upon each patron of an inter-track wagering location facility wholly located within the City of Chicago; and

WHEREAS, Inter-Track Partners (a consortium of Illinois racetracks) are developing two pari-mutuel horse wagering, food and beverage facilities within the City of Chicago; and

WHEREAS, The two inter-track wagering facilities will directly benefit the City of Chicago through the payment of new and additional tax revenues; and

WHEREAS, The City of Chicago will receive the indirect benefit of over \$5 Million Dollars in new construction and the creation of approximately 325 jobs; and

WHEREAS, The immediate implementation of the one (\$1.00) dollar admission fee would severely inhibit the general marketing of inter-track wagering and, ultimately, decrease the potential tax revenues for the City of Chicago; and

WHEREAS, It would be in the best interests of the City of Chicago to defer the implementation of the (\$1.00) dollar admission fee until the further order of the City Council; now, therefore,

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

SECTION 1. The ordinance amending Chapter 104 of the Municipal Code of the City of Chicago passed June 22, 1988 (C.J. pp. 14495--14496) is amended by deleting the language and numbers bracketed and inserting the language and number in italics as follows:

[Section 2. This ordinance shall be in full force and effect ten (10) days after passage and publication.]

Section 2. This ordinance shall not be effective until the further order of the City Council.

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

Alderman Burke 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 Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 36.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, J. Evans, Garcia, Figueroa, Shiller -- 8.

Referred -- PERMISSION TO HOLD CAFE CHICAGO/FOOD
FESTIVAL ON PORTION OF SOUTH HONORE
STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Back of the Yards Businessmen's Association to hold a Cafe Chicago/Food Festival on the east side of South Honore Street, from West 47th Street to the first alley south thereof, for the period extending July 14 through July 17, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS
OF SOUTH KEDZIE AVENUE, SOUTH WESTERN
AVENUE AND WEST 63RD STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the 63rd Street Growth Commission to hold a sidewalk sale on both sides of South Kedzie Avenue, between West 62nd Street and West 64th Street, and on both sides of South Western Avenue, between West 60th Street and West 64th Street, and also on both sides of West 63rd Street, between South Bell Avenue and South Central Avenue, for the period extending July 21 through July 23, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN KELLAM (18th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SUMMERFEST
AT SPECIFIED LOCATIONS.

A proposed order directing the Commissioner of Public Works to issue a permit to the Wrightwood Improvement Association, c/o Mr. Dennis McDermott, to hold summerfest on that part of South Whipple Street, from West 83rd Street to West 85th Street, on that part of South Francisco Avenue, from West 83rd Street to West 85th Street, on the northern portion of Hayes Park, and on that part of West 85th Street, between South Francisco Avenue to South Whipple Street, for the period extending August 19 through August 21, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN SHEAHAN (19th Ward):

CONGRATULATIONS EXTENDED MR. AND MRS.
THOMAS S. HARMON ON THEIR GOLDEN
WEDDING ANNIVERSARY

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Thomas S. Harmon will celebrate their 50th wedding anniversary on July 20, 1988; and

WHEREAS, Tom and Helen are longtime residents of the 19th Ward; and

WHEREAS, Tom and Helen had received the Sacrament of Matrimony at Visitation Church; and

WHEREAS, The union of their marriage has brought their fine family into the world: Thomas, Francis, Helen, Maureen, and Mary; and

WHEREAS, Tom and Helen are the proud grandparents of 13 grandchildren; Melissa, Francis, Meghan, Andrew, Michael, Eileen, Erin, Karen, Daniel, Molly, Katy, Anna and Bridget; and

WHEREAS, Mr. and Mrs. Thomas S. Harmon will celebrate this joyous occasion with their fine family on July 17, 1988; and

WHEREAS, Tom and Helen exemplify the goals to which we all aspire, typifying the togetherness, warmth and mutual accomplishment that are the key factors in the inevitable 50 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this 13th day of July, 1988, do hereby congratulate Mr. and Mrs. Thomas S. Harmon on their golden wedding anniversary, and extend our most sincere wishes for many more years of happiness and prosperity together; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Thomas S. Harmon.

Alderman Sheahan 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 Sheahan, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 9059 SOUTH
WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Collar Electric Company for the erection of a sign/signboard at 9059 South Western Avenue for Amoco Oil Company, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN J. EVANS (21st Ward):

Referred-- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL
POLICE EMPLOYED BY NEW FAITH
BAPTIST CHURCH.

A proposed ordinance requiring New Faith Baptist Church to pay a ten dollar license fee for each of the special police employed therein, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN GARCIA (22nd Ward):

DEPARTMENT OF GENERAL SERVICES AUTHORIZED
TO TAKE POSSESSION OF AND MAINTAIN
SPECIFIED ARCH TO BE LOCATED AT
WEST 26TH STREET AND
SOUTH WHIPPLE
AVENUE.

A proposed ordinance authorizing the Department of General Services to take possession of and maintain an arch to be built on and over the public way at West 26th Street and South Whipple Avenue.

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

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

The following is said ordinance as passed:

WHEREAS, On August 28, 1986 the City Council passed an ordinance appearing at page 32817 of the Journal of Proceedings authorizing the execution of an agreement between the City of Chicago and the United Latin American Businessmen of 26th Street and the Little Village Chamber of Commerce for the erection of a Spanish Colonial Arch in the vicinity of 26th Street and Whipple Avenue under the Sidewalk Amenities Program; and

WHEREAS, The City of Chicago desires to modify its terms to delete references to the United Latin American Businessmen of 26th Street as a party to the agreement and to provide that, upon completion of the construction of the Arch pursuant to plans and specifications approved by the appropriate City Department, the Department of General Services shall take possession of and maintain the Arch; now, therefore,

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

SECTION 1. The Department of General Services is authorized to take possession of and maintain an arch to be built on and over the public way at 26th Street and Whipple Avenue upon the terms and conditions provided in the Sidewalk Amenities Program Agreement attached hereto.

SECTION 2. The ordinance passed August 28, 1986 and appearing at page 32817 of the Journal of Proceedings is amended to delete references to United Latin American Businessmen of 26th Street as a party to the agreement. The form of the agreement attached thereto is hereby deleted and the following form of agreement is substituted in its entirety. In all other respects the ordinance passed August 28, 1986, remains in full force and effect.

SECTION 3. This ordinance shall be in effect upon its passage.

Sidewalk Amenities Program Agreement attached to this ordinance reads as follows:

Sidewalk Amenities Program Agreement.

This Agreement ("Agreement") is made between the City of Chicago, an Illinois municipal corporation, having its offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), and the Little Village Chamber of Commerce, an organization having its principal office at 3610 West 26th Street, Chicago, Illinois 60623 ("L.V.C.C.").

Recitals:

Whereas, the City has sponsored a Sidewalk Amenities Program, the principal purpose of which is to revitalize neighborhood commercial areas in the City of Chicago; and

Whereas, the Sidewalk Amenities Program is designed to provide financial and technical assistance to local business organizations for physical improvements, such as landscaping, sidewalk furniture, and other sidewalk amenities; and

Whereas, such assistance is given by the City in recognition that such improvements will have a significant impact on the appearance and marketing of the surrounding commercial area; and

Whereas, the L.V.C.C. has expressed its intent to erect a Spanish Colonial Arch on 26th Street between Sacramento and Kedzie Boulevards in the City of Chicago; and

Whereas, the L.V.C.C. has entered into that certain easement agreement dated May 4, 1988, with the Metropolitan Bank and Trust Company, as trustee under trust no. 1428 dated November 16, 1981, in order to obtain the necessary property rights in order to permit construction of the Arch; and

Whereas, the City may provide funding in the form of a grant, which is not to exceed \$50,000 per business area in one business year, to assist local business organizations which install at least \$5,000 of sidewalk amenities, if the City approves such improvement plan;

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are expressly incorporated and made a part of the Agreement.

Section 2. The Improvement.

The L.V.C.C. agrees to install a Spanish Colonial Arch ("Improvement") which shall require the following items or require labor to be performed, at a minimum, in the amounts listed:

Hand excavation	\$ 2,000
Concrete foundation	7,000
Masonry	11,000
Steel framing	9,500
Furring	4,700
Cement plaster	2,500
Ceramic tile	7,200
Granite veneer	4,500

W.I. grilles	5,625
Clay tile roofing	2,160
Signs	2,000
2 plaques	1,900
Ornamental niches and urns	2,500
Electrical work	1,200
Soil boring, permits and fees	<u>6,400</u>
TOTAL:	\$70,185

Section 3. Prior Approval Of City.

The L.V.C.C. agrees that the location, the design, and the component parts of the Improvement are subject to the City's prior approval. The L.V.C.C. agrees to construct the Improvement in a configuration substantially identical to the schematics ("Schematics") approved by the Department of Economic Development and the Department of Public Works and in accordance with those construction documents based on the Schematics containing working drawings and specifications ("Site Plans") submitted by the L.V.C.C. to the Department of Inspectional Services. The Site Plans shall conform to the terms of the Agreement and all applicable state and local laws, ordinances and regulations. The L.V.C.C. further agrees that the City has the right to approve the manufacturer and/or installer of any and all component parts of the Improvement. The L.V.C.C. agrees that it shall obtain the prior written approval from the City before it causes any contract to be executed which will result in an addition to, a subtraction from, or a substitution of the component parts approved by the City.

Section 4. Contractor.

The L.V.C.C. agrees to employ a contractor who will perform the work or cause the work to be performed with regard to the construction of the Improvement in accordance with the Schematics and Site Plans referred to in Section 3 above. The contractor must be bonded with the City. The L.V.C.C. shall require the contractor to obtain any and all necessary permits or approvals in accordance with all applicable federal, state and municipal laws and ordinances prior to the commencement of construction of the Improvement.

Section 5. Employment Practices.

The L.V.C.C. agrees that it shall comply with all applicable federal, state, and local laws and ordinances, from time to time in effect, including, without limitation, the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act and applicable ordinances and executive orders of the City of Chicago. The L.V.C.C. agrees that it shall not discriminate

based upon race, color, religion, sex, national origin or ancestry, age or handicap with regard to the construction of the Improvement, including, without limitation, the selection of a contractor and the hiring of employees.

Section 6. Contribution By L.V.C.C.

The L.V.C.C. agrees to submit to the City all final bills and waivers of liens from any and all contractors and subcontractors. The L.V.C.C. further agrees to submit to the City cancelled checks or such other evidence as demonstrates that they have contributed no less than 25% of the actual cost for the construction of the Improvement.

Section 7. Indemnification.

The L.V.C.C. agrees to indemnify, defend and hold the City, its agents, officials, and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions and expenses (including, without limitation, attorneys' fees and court costs) that is the direct or indirect result of the construction or maintenance of the Improvement from the date of the Agreement until the City accepts conveyance of the Improvement by the L.V.C.C. in accordance with the procedures described in Section 13 below.

Section 8. Insurance.

The L.V.C.C. agrees to obtain, and to provide the City with evidence of, a public liability insurance policy in an amount no less than \$70,000 naming the City as an additional insured.

Section 9. Maintenance.

9.01 The L.V.C.C. agrees to maintain the Improvement on the public way until the City accepts conveyance of the Improvement by the L.V.C.C. in accordance with Section 13 below. As long as the Improvement remains on the public way, the City may require its removal at any time if and when the City determines, in its sole discretion, that such removal is necessary for the safety and/or betterment of the community and/or for aesthetic reasons.

9.02 During the time period described in subsection 9.01 above, the L.V.C.C. agrees to maintain the Improvement in good condition and repair, subject to the approval of the City. The L.V.C.C. further agrees, during said period, to replace any or all component parts of the Improvement which have been destroyed or damaged beyond reasonable repair as determined by the City in its sole discretion.

9.03 During the time period described in subsection 9.01 above, the L.V.C.C. agrees to establish, and to provide proof to the City of, a maintenance escrow account in a sum no less than \$2,000 for carrying out the obligations stated in the Agreement, such escrow account to be no less than \$2,000 at any given time, and said monies to be held in an interest bearing account managed by the L.V.C.C.

9.04 In the event normal municipal or public utility activities result in any damage to the Improvement during the time period described in subsection 9.01 above, the L.V.C.C.

agrees to pay any amount which is in excess of usual and ordinary cost necessitated by similar municipal or public utility activities in areas not containing a sidewalk similar to the Improvement.

Section 10. Interest Of Public Official.

No member, official or employee of the City shall have any personal interest, direct or indirect, in the Agreement; 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 interest 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 the L.V.C.C. or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the L.V.C.C. or its successor in interest or on any obligator under the terms of the Agreement.

Section 11. Records.

The L.V.C.C. agrees that all books, records and other documents relating directly to the receipt and disbursement of funds and the construction of the Improvement in accordance with the terms of the Agreement shall be subject to the right of access by any duly authorized representative of the City, the Secretary of Housing and Urban Development, or the Comptroller General of the United States, for the purpose of inspection, copying, audit and examination. Such right shall extend until completion of all close-out procedures respecting the grant funds, and until the final settlement and conclusion of all issues arising out of the Agreement.

Section 12. Inspection And Certificate.

For so long as the Improvement remains on the public way, any duly authorized representative of the City or the Secretary of Housing and Urban Development shall have access at all reasonable times to any portion of the Improvement for the purposes of inspection. Upon completion of the construction of the Improvement in accordance with the Site Plans, the City, at the written request of the L.V.C.C., shall furnish the L.V.C.C. with an appropriate certificate of completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with regard to the construction of the Improvement. The Certificate, however, shall not constitute evidence that the L.V.C.C. has complied with any applicable provisions of federal, state and local laws, with regard to the construction and completion of the Improvement. Upon written request by the L.V.C.C. for the Certificate, the City shall, within thirty (30) days after receipt of the same, undertake an inspection of the Improvement and thereafter provide the L.V.C.C. either with the Certificate or a written statement indicating in adequate detail how the L.V.C.C. has failed to complete construction of the Improvement in conformity with the Site Plans and the Agreement, and what measures or acts are necessary, in the opinion of the City, for the L.V.C.C. to perform in order to obtain the Certificate. The L.V.C.C. shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the City's requirements, the L.V.C.C. shall resubmit a written request for a Certificate from the City.

Section 13. Conveyance.

Within one (1) year from the date upon which the City issues its Certificate in accordance with Section 12 above, the L.V.C.C. shall convey all of its right, title and interest to the Improvement, and all of its rights and interest derived from that certain easement agreement dated May 4, 1988 executed by the L.V.C.C. and the Metropolitan Bank and Trust Company, as trustee under trust no. 1428 dated November 6, 1981, to the City. The L.V.C.C. shall execute any and all documents necessary to properly effectuate the conveyance described in this Section 13. Any such documents executed by the parties pursuant to this Section 13 shall be promptly recorded with the Office of Recorder of Deeds of Cook County, Illinois.

Section 14. Assignment.

The Agreement shall not be signed by the L.V.C.C. without the prior written consent of the City, which consent shall not be unreasonably withheld. The City may assign at any time, all or part of the Agreement without reservation or restriction. The L.V.C.C. shall have no right to assign any of its rights or obligations obtained as a result of the Agreement.

Section 15. Disbursement Of Grant Funds.

15.01 The City agrees to disburse grant funds to the L.V.C.C. after it has received duly executed original mechanic's waivers of lien, contractor's sworn statements, evidence of the total actual cost of the Improvement and its installation, and evidence that the L.V.C.C. has contributed no less than 25% of such actual cost. In any event, the grant funds shall not be disbursed by the City to the L.V.C.C. until the City issues its Certificate in accordance with Section 12 above.

15.02 The City agrees that it shall provide funds to the L.V.C.C. for 75% of the actual construction cost with regard to the construction of the Improvement, but, in any event, no more than \$50,000 and that there is hereby appropriated \$50,000 of \$67,000 of City of Chicago Community Development Block Grants for the Improvement.

15.03 It is expressly agreed by the parties that the City's maximum obligation under the Sidewalk Amenities Program is \$50,000 and that the L.V.C.C. shall be responsible, individually or jointly, for any and all amounts incurred in excess thereof which are or may be required to complete the Improvement pursuant to the Site Plans and the terms of the Agreement.

15.04 As a condition precedent to the disbursement of any funds under this section, the L.V.C.C. shall provide to the City a duly adopted resolution of its board of directors authorizing the construction of the Improvement and the performance of the obligations undertaken by the L.V.C.C. with regard to the Agreement, including but not limited to, the authority of its officers to enter into and execute the Agreement and any and all other instruments, agreements and documents related thereto as may reasonably be required by the City.

Section 16. Remedies.

16.01 In the event that the L.V.C.C. fails to complete construction of the Improvement within six (6) months of the date of execution of the Agreement, the City, in its sole discretion, may terminate the Agreement without any further obligation to the L.V.C.C.

16.02 If the Agreement is terminated by the City pursuant to subsection 16.01 above, the L.V.C.C. agrees to repay promptly in full any sums received from the City under the Agreement.

16.03 Neither the L.V.C.C., nor any successor in interest, shall be considered in breach or default of its obligations under the Agreement in the event of an enforced delay in the performance of its obligations due to causes reasonably beyond its control, and occurring without its fault or negligence. The City shall extend the time for the performance of such obligation for a period equal to the period of the enforced delay, providing the L.V.C.C. shall give written notice to the City of the circumstances of such enforced delay within five (5) days after the same shall arise.

Section 17. Notice.

Any and all notices, given or required under the Agreement shall be in writing and placed in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Department of Economic Development
Suite 2800
20 North Clark Street
Chicago, IL 60602
Attention: Commissioner

If To The L.V.C.C.:

President
Little Village Chamber of Commerce
3610 West 26th Street
Chicago, IL 60623

Section 18. Choice Of Law.

The Agreement shall be governed as to application and interpretation in accordance with the laws of the State of Illinois.

In Witness Whereof, the L.V.C.C. and the City have caused the Agreement to be executed as of the _____ day of _____, 19____.

[Signature forms omitted for printing purposes.]

*Referred -- PERMISSION TO HOLD "STREET CELEBRATION" ON
PORTION OF SOUTH ALBANY AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend Michael Boehm to hold a "street celebration" on both sides of South Albany Avenue, from West 24th Street to West 25th Street, during the period of August 6 and August 7, 1988, which was *Referred to the Committee on Beautification and Recreation.*

*Referred -- PERMISSION TO HOLD SIDEWALK SALE AND
FUNDRAISER ON PORTION OF WEST
26TH STREET.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Guadalupe Martinez Memorial Committee to hold a sidewalk sale and fundraiser for the 26th Street Arch on both sides of West 26th Street, between South Albany Avenue and South Keeler Avenue, for the period extending July 14 through July 17, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

TRIBUTE TO LATE MRS. FLORENCE A. KIELBASA.

A proposed resolution reading as follows:

WHEREAS, God in His infinite wisdom has called to her eternal reward Mrs. Florence A. Kielbasa, outstanding civic and community leader from Chicago's great southwest side; and

WHEREAS, Florence A. Kielbasa distinguished herself in many community activities and was so admired that she was elected 12th Ward Republican Committeeman in 1974

and served in that position until ward redistricting placed her home outside 12th Ward boundaries; and

WHEREAS, A member of the 23rd Ward Regular Republican Organization and the Polish National Alliance at the time of her death, Mrs. Kielbasa worked as an administrative assistant for the State of Illinois. Over the years she was also associated with the Brighton Park Chamber of Commerce, West Elsdon Civic Association, Saint Turibius Mother's Club and the Illinois Federation of Republican Women; and

WHEREAS, Her family and many friends will miss this dedicated leader and friend; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby express our deep sorrow on the passing of Mrs. Florence A. Kielbasa, and extend to her family and many friends our most sincere expressions of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mrs. Florence A. Kielbasa.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

CONGRATULATIONS EXTENDED ARCHDIOCESE OF CHICAGO'S
PERMANENT DIOCANATE CLASS OF 1978 ON THEIR
TENTH ANNIVERSARY OF ORDINATION.

Also, a proposed resolution reading as follows:

WHEREAS, On December 9, 1978, a group of young men were ordained Deacons and set out in various ministries in the service of God. On December 9, 1988, these same young men will gather at Saint Richard's Church to celebrate the 10th anniversary of their ordination; and

WHEREAS, Ordained in Holy Name Cathedral, these fine Deacons dedicate their lives to visiting the sick, caring for and counseling the abused, caring for the poor, youth, elderly, homeless, orphaned persons, and all people in great need, making for them a better life in which to cope and even thrive; and

WHEREAS, Most of these young men are Permanent Deacons in the Archdiocese of Chicago, and work within their own constitution and organization, out of which grow some of the most beneficial programs extended to all citizens in need; these dedicated and selfless Deacons are models for all mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby congratulate the Archdiocese of Chicago's Permanent Diocanate Class of 1978 on its 10th anniversary, and extend to these great citizens:

Ken Bell	Bill Mages
Russ Benko	Bill Malloy
Joseph Bergthold	Dominic Marella
George Brooks	Mike McCloskey
Chester Brzoski	John McHugh
Joseph Chause	Tom O'Connell
Lou De Fiore	John O'Neill
Terry Dineen	Carl Olson
John Flanagan	Mike Principe
James Giancarlo	Raymond Reilly
Alex Gumbler	Ted Rother
Sam Hall	Albert Schroetlin
Tom Halt	John Schwarz
Tom Hanson	Mike Sharwarko
James Hubbard	D. J. Shinkle
Ed Kaczmarek	Paul Spalla
James Kenny	Wayne Storrs
Joseph Krakora	Bob Sullivan
Donald Lavizzo	Ed Swiech

Martin Mackert

Don Thompson

our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to each Deacon listed above.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

CONGRATULATIONS EXTENDED MR. JOSEPH M. BARICH
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, proposed resolution reading as follows:

WHEREAS, Joseph M. Barich, 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 Turibius Boy Scout Troop 406, Joseph M. Barich has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Joseph M. Barich 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 13th day of July, 1988, A.D., do hereby offer our heartiest congratulations to Joseph M. Barich on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph M. Barich.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

CONGRATULATIONS EXTENDED REVEREND ELMER J. SEDORY
ON HIS RETIREMENT AS PASTOR OF
GLORIA DEI EVANGELICAL
LUTHERAN CHURCH.

Also, a proposed resolution reading as follows:

WHEREAS, The Reverend Elmer J. Sedory has been the pastor of Gloria Dei Evangelical Lutheran Church for 33 years; and

WHEREAS, He has served his ministry for 40 years; and

WHEREAS, He established and organized the First Lutheran Church in Ada, Oklahoma 39 years ago; and

WHEREAS, Reverend Sedory was circuit counselor of the Northern Illinois District for 11 years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby extend our most sincere congratulations to Reverend Elmer J. Sedory on his retirement and extend our best wishes to Reverend Sedory and his wife, Enid, for a happy and peaceful retirement to their home in Dowagiac, Michigan; and

MISSING

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

Referred -- PROHIBITION OF CITY PURCHASE OF PETROLEUM
PRODUCTS MANUFACTURED IN SOUTH AFRICA.

Also, a proposed ordinance to prohibit the City of Chicago from purchasing from any person engaged in the business of refining, storing or distributing any petroleum product manufactured in South Africa, which was *Referred to the Committee on Finance*.

Referred -- ERECTION OF HONORARY STREET NAME SIGNS
FOR SPECIFIED PORTION OF WEST
CORCORAN PLACE.

Also, a proposed ordinance authorizing the Department of Public Works to erect honorary street signs reading "Paul Robeson Drive" on that part of West Corcoran Place, between North Central Avenue and North Austin Boulevard, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST JACKSON BOULEVARD TO HOLD
NEIGHBORHOOD FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Cynthia Williams of the Austin Peoples Action Center, to close to traffic both sides of the 5600 through 6000 blocks of West Jackson Boulevard, between North Central Avenue and North Austin Boulevard to hold a neighborhood festival for the period extending August 16 through August 22, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN HAGOPIAN (30th Ward):

**NATIONAL VETERANS ORGANIZATION URGED TO EXPEDITE
CLAIMS FOR VICTIMS OF "AGENT ORANGE".**

A proposed resolution reading as follows:

WHEREAS, The chemical herbicide commonly known as Agent Orange was sprayed throughout Vietnam during the years 1962--1971, to defoliate jungle and rice paddies; and

WHEREAS, The chemical mixture of 2,4-D and 2,4,5-T, which contains a certain amount of the chemical dioxin, has been subjected to partial bans by the Environmental Protection Agency following reports of spontaneous abortions and stillbirths in areas where heavily used in the United States; and

WHEREAS, A significant number of service personnel serving in Vietnam were exposed to these toxic chemicals and have subsequently developed cancer, neurological disorders, liver dysfunction, severe depression, and other life-threatening diseases; and

WHEREAS, These veterans are now seeking benefits from the Veterans Administration to which they believe they are justly entitled, by reason of disease and disability incurred through exposure to Agent Orange; and

WHEREAS, The City Council and all veterans organizations are strongly supportive of the studies and research being conducted by the Air Force, the Centers for Disease Control, the Armed Forces Institute of Pathology, the Veterans Administration, etc., on Agent Orange, and has urged the Federal Government to proceed without delay using all resources available, to ascertain with scientific validity the effects of Agent Orange on veterans who were exposed to it during their active military service; and

WHEREAS, The study of the long-term health effects of Agent Orange exposure that was mandated by Congress in 1979, and is currently the responsibility of the Centers for Disease Control, has become mired in major administrative and methodological problems that have forced the study to a standstill; and

WHEREAS, The National Chartered Veterans Organizations are assisting and counseling veterans in the filing and development of claims for benefits provided under Title 38, United States Code, and referring those individuals claiming exposure to the persons responsible for the Agent Orange examination program at the nearest Veterans Administration medical center or outpatient clinic for an appropriate examination; and

WHEREAS, Public Law 98-542, the "Veterans' Dioxin and Radiation Exposure Compensation Standards Act", provided the Veterans Administration with the authority

to determine the disabilities related to Agent Orange exposure based on its interpretation of scientific and medical evidence; and

WHEREAS, The only condition that has been recognized by the Veterans Administration since the law was enacted in 1984 is the skin condition chloracne, if it is manifested not later than three months from the date of the veteran's exposure to Agent Orange; and

WHEREAS, A significant number of Vietnam veterans have expressed displeasure with the manner in which they were attended to during their Agent Orange examination at a Veterans Administration medical facility; now, therefore,

Be It Resolved, That, we, the Mayor and members of the City Council of Chicago, gathered here this 13th day of July, 1988, A.D., urge the President, the Administrator of Veterans Affairs and the Secretary of Health and Human Services to exert whatever pressure is necessary to resolve the administrative and methodological problems existing within the Centers for Disease Control that have placed the comprehensive study of the toxic effects of Agent Orange exposure in jeopardy of cancellation; and that all other steps necessary to ensure that the Congressional mandate set forth for the study in PL 96-151 is followed, and that the study is completed as expediently as possible; and

Be It Further Resolved, That the City Council of the City of Chicago, supports all national veterans organizations efforts to continue to make careful observation of the Veterans Administration's Agent Orange examination program to determine whether or not Vietnam veterans reporting to Veterans Administration medical care facilities claiming exposure are being appropriately examined, and that the examining physicians demonstrate both compassion and thoroughness in the way they receive, examine and treat all Vietnam veterans who present themselves alleging dioxin exposure.

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

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

Yeas -- Aldermen Robinson; Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

CONGRATULATIONS EXTENDED HONORABLE ROLAND VICTOR
LIBONATI FOR HIS DEDICATED SERVICE
TO VETERANS.

Also, a proposed resolution reading as follows:

WHEREAS, Roland Victor Libonati, was born on December 29, 1900, in the city he loves, "Chicago", Cook County, Illinois, son of Ernest M. Libonati and Fiore L. Pellitteri; and

WHEREAS, Roland Victor Libonati married his gracious wife Jeannette K. Libonati in 1942 and are the proud parents of one son Michael E. Libonati, a Scholar and Professor of Law; and

WHEREAS, Roland Victor Libonati, distinguished himself during the First World War, as a Lieutenant in the United States Army with the 86th Division (INF.) 9th Machine Gun Group; and

WHEREAS, Roland Victor Libonati, graduated from the University of Michigan and Northwestern University Law School J.D., in 1924, admitted to the Illinois Bar in 1924 and commenced law practice in Chicago, Illinois; and

WHEREAS, Roland Victor Libonati, desiring to serve his Community, State and Nation was recognized by his voting citizens and elected him as their Illinois State Representative in 1930--1934 and 1940--1942, and because of his leadership qualities elected him to the position of Illinois State Senator in 1942 to 1957, serving with honor as the State of Illinois "Senate Whip and Democratic Minority Leader"; and

WHEREAS, Roland Victor Libonati, all during his legislative career was the champion of and sponsor of all veterans rights and benefits legislation; and

WHEREAS, Roland Victor Libonati, continued his dedicated public service to the Nation and was elected to the United States Congress from Illinois, 4 terms 1957--1964, as a Democrat to the Eighty-fifth Congress; re-elected to the Eighty-sixth, Eighty-seventh and Eighty-eighth Congresses; and

WHEREAS, Roland Victor Libonati, because of his outstanding legal qualities and creator of laws and his love for all veterans of all wars, was appointed to the U.S. Congress Committee on Judiciary, Sub 2 and 3 as Chairman and, also as a member of the Veterans Affairs Committee of U.S. Congress having jurisdiction over all federal laws related to veterans affairs in the nation; and

WHEREAS, Roland Victor Libonati, realizing the experiences of World War I veterans returning home, without jobs and other family benefits, resolved himself to create and pass federal legislation known as the "G.I. Bill of Rights", for all veterans of all wars in future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council assembled on this 13th day of July, 1988, recognize, Roland Victor Libonati as the sponsor, creator and floor leader in the United States Congress to pass this historic piece of veterans legislative law known as the "G.I. Bill of Rights", which has effected every veterans life and family to return to their community as respected citizens; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Honorable Roland Victor Libonati and his gracious wife Jeannette, and we also extend our warmest and best wishes to them for many years to come.

Alderman Hagopian 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 Hagopian, seconded by Alderman Laurino, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- PERMISSION TO HOLD SIDEWALK SALE IN
FRONT OF 4830 WEST DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Dominick Porto, Manager, Perry Drug Store, to hold a sidewalk sale in front of 4830 West Diversey Avenue, for the period extending July 14 through July 17, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 5850 WEST
NORTH AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to

Mr. Frank Catrambone to maintain and use an existing canopy attached to the building or structure at 5850 West North Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
AT INTERSECTION OF WEST NORTH AVENUE
AND NORTH LARAMIE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Nathaniel Morrison to operate a newsstand on the northwest corner of West North Avenue and North Laramie Avenue on a daily basis, in accordance with the Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 3001 NORTH
KNOX AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Turk Electric Sign Company for the erection of a sign/signboard at 3001 North Knox Avenue for the Hall Self Storage facility, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN FIGUEROA (31st Ward):

Referred -- PERMISSION TO HOLD CARNIVAL ON
PORTION OF NORTH LAWNSDALE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to

Father Graf of the Maternity Blessed Virgin Mary Parish to hold a church carnival on that part of North Lawndale Avenue, from West North Avenue to West LeMoyne Street, for the period extending August 17 through August 21, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 2659 NORTH
MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Tania's Liquors, Incorporated, doing business as Tania's Restaurant, to maintain and use an existing canopy attached to the building or structure at 2659 North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By
ALDERMAN GABINSKI (32nd Ward):

Referred -- EXEMPTION OF SAINTS VOLODYMYR AND OLHA
UKRAINIAN CATHOLIC PARISH CULTURAL CENTER
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY
ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt the Saints Volodymyr and Olha Ukrainian Catholic Parish Cultural Center, a commercial driveway permit holder, from the physical barrier requirement pertaining to alley accessibility for its location at 2249 West Chicago Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

Referred-- PERMISSION TO HOLD "MILLENNIUM
ANNIVERSARY OF CHRISTIANITY IN
UKRAINE" CELEBRATION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend Canon Walter Klimchuk to hold a "Millennium Anniversary of Christianity in Ukraine" celebration on that part of North Oakley Boulevard, from West Rice Street to West Iowa Street, during the period of July 30 and July 31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred-- PERMISSION TO HOLD ART FAIR ON
PORTIONS OF SPECIFIED STREETS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. David Cristeal to hold a community art fair on that part of West Lyndale Street, from 2231 to 2244, on that part of West Belden Avenue, from 2246 to 2319, on the east and west drives of North Oakley Avenue, from West Lyndale Street to West Palmer Street, and on that part of North Oakley Avenue, from West Lyndale Street to West Belden Avenue and from West Belden Avenue to West Medill Avenue, during the period of August 27 and August 28, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred-- PERMISSION TO HOLD CHURCH CARNIVAL ON
PORTION OF NORTH HERMITAGE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Richard Berendt to hold the Saint Mary of the Angels' Church Carnival from 1800 to 1898 North Hermitage Street for the period extending July 12 through July 17, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred-- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to

Ms. Bridget C. O'Connell Koconis to hold the Lakeview Chamber of Commerce sidewalk sale on both sides of the 3100 through 3200 blocks of North Lincoln Avenue, for the period extending July 14 through July 17, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT 2100 WEST FULLERTON AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Landmark Outdoor Advertising Company, Incorporated for the erection of a sign/signboard at 2100 West Fullerton Avenue for Colby's Home Outlet, which was *Referred to the Committee on Zoning*.

Referred -- APPROVAL OF PROPERTY AT 1421 NORTH ELSTON AVENUE AS CLASS 6b AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1421 North Elston Avenue as appropriate under the Cook County Real Property Assessment Ordinance, Class 6b, for tax incentives, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF MANNY'S HOT DOGS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt Manny's Hot Dogs, a commercial driveway permit holder, from the physical barrier requirement

pertaining to alley accessibility for its location at 2925 West Irving Park Road, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- PERMISSION TO HOLD RELIGIOUS COMMUNITY
EVENTS ON PORTION OF NORTH KEDZIE AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Armitage Baptist Church to hold religious community events on the east side drive of the 2400 block of North Kedzie Avenue, for the period extending July 1, 8, 15, 22 and 29, 1988, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- PERMISSION TO HOLD SIDEWALK SALE IN
FRONT OF 2010 AND 2064 NORTH
MILWAUKEE AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Jules 5¢ and \$1.00 Store, and Boston's Department Store in a joint venture to hold a sidewalk sale in front of 2010 North Milwaukee Avenue and 2064 North Milwaukee Avenue for the period extending August 4, 5, 6, 7, 11, 12, 13, 14, 25, 26, 27 and 28, September 1, 2, 3, 4, 8, 9, 10, 11, 15, 16, 17, 18, 22, 23, 24, 25, 29 and 30, October 1, 2, 6, 7, 8, 9, 13, 14, 15, 16, 20, 21, 22, 23, 27, 28, 29 and 30, 1988, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- PERMISSION TO HOLD SIDEWALK SALE IN
FRONT OF 2909 NORTH MILWAUKEE AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Klaus Department Store to hold a sidewalk sale in front of 2909 North Milwaukee Avenue, for the period extending July 3, 10, 17, 24 and 31, August 7, 14, 21 and 28, and September 4, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred-- RECOGNITION OF POTAWATOMI INDIAN TRIBE
AS FIRST CHICAGO SETTLERS.

Also, a proposed resolution in recognition of the Potawatomi Indian Tribe as the first settlers of the area of land now known as "Chicago" and the establishment of a traveling museum and exhibit to display the heritage of these first native Chicagoans, which was *Referred to the Committee on Human Rights and Consumer Protection.*

Presented By

ALDERMAN AUSTIN (34th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.

Two proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

Buildings At 11 West 114th Place, Et Cetera.

WHEREAS, The buildings at the following locations, to wit:

11 West 114th Place;
16 West 113th Place; and
18 West 113th Place,

are so deteriorated and weakened that each 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 buildings at the following locations, to wit:

11 West 114th Place;

16 West 113th Place; and

18 West 113th Place,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to cause the demolition of same.

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

Building At 26 West 110th Street.

WHEREAS, The building located at 26 West 110th Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 26 West 110th Street, is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

Alderman Austin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

On separate motions made by Alderman Austin, each of the foregoing proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Presented By

ALDERMAN KOTLARZ (35th Ward):

Referred-- WAIVER OF ALL DEPARTMENTAL FEES AND
SURETIES FOR "FESTIVAL POLONAISE".

A proposed order directing the City Comptroller to waive all departmental fees and sureties associated with the "Festival Polonaise", sponsored by the Polish American Foundation and the Illinois Division of the Polish American Congress, to be held at Navy Pier for the period extending July 29 through July 31, 1988, which was *Referred to the Committee on Finance*.

Referred-- ISSUANCE OF PERMITS FOR MAINTENANCE
OF EXISTING CANOPIES AT SPECIFIED
LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Gerald W. Luckwan--to maintain and use one canopy at 3326 North Milwaukee Avenue; and

Tingas Brother, Incorporated, doing business as Congress Restaurant--to maintain and use two canopies attached to the building or structure located at 3200 North Milwaukee Avenue.

Referred-- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 4058 WEST MELROSE STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to National Signs, Incorporated for the erection of a sign/signboard at 4058 West Melrose Street for Belmont Community Hospital, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- WAIVER OF ALL DEPARTMENTAL FEES AND SURETIES
FOR "FIESTA ITALIANA".

A proposed order directing the City Comptroller to waive all departmental fees and sureties associated with the "Fiesta Italiana", sponsored by the Unico Organization, to be held at Navy Pier for the period extending August 19 through August 21, 1988, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

La-Z Recliner, Incorporated--to maintain and use one canopy at 3232 North Harlem Avenue;

Pizzafero's Restaurant--to maintain and use one canopy at 6755 West Diversey Avenue;

Sicily Restaurant, Incorporated--to maintain and use one canopy at 2743 North Harlem Avenue; and

Mr. James Ward--to maintain and use one canopy at 6852 West North Avenue.

Presented By

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED MR. MARMET R. GREEN
ON FIFTIETH ANNIVERSARY OF EMPLOYMENT
WITH CITY OF CHICAGO.

A proposed resolution reading as follows:

WHEREAS, The government of the City of Chicago depends upon high caliber employees to provide the critical public services on which the citizens rely for the preservation of their health and safety; and

WHEREAS, The Department of Streets and Sanitation, Bureau of Electricity, is responsible for the upkeep and maintenance of the Police and Fire Communications System, a service critical to the preservation of Chicagoans' health and safety; and

WHEREAS, Marmet R. Green has worked since June 28, 1938, as an employee of the Bureau of Electricity, effectively discharging his responsibilities for the upkeep and maintenance of the Police and Fire Communications System, most recently as Superintendent of Police and Fire Communications; and

WHEREAS, Marmet R. Green has enjoyed an exceptionally long career with the City of Chicago, providing significant benefit to the citizens of this city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, on this 13th day of July, 1988, do hereby join in thanking Marmet R. Green for his fifty years of long and continued service to the City of Chicago, and for all the benefits his service has provided to Chicago's citizens; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marmet R. Green.

Alderman Cullerton 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 Cullerton, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the organizations 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:

Addison Steak House--to maintain and use five canopies at 3634 North Central Avenue;
and

Hendle's Bakery, Incorporated--to maintain and use one canopy at 6112 West Addison Street.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 3210 WEST
IRVING PARK ROAD.

A proposed order directing the Commissioner of General Services to issue a permit to Manzo's Restaurant, Incorporated to maintain and use an existing canopy attached to the building or structure at 3210 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS EXTENDED WINNERS OF
CHICAGO SCHOOLCHILDREN'S ESSAY
CONTEST.

A proposed resolution reading as follows:

WHEREAS, As a result of their championship showing in the Chicago Schoolchildren's Essay Contest, five young citizens of this great City of Chicago have become "Ambassadors of Excellence," chosen to pay a one week visit to London, England, in recognition of their outstanding abilities; and

WHEREAS, These five people are:

Eve Frederika Shalen, 4th Grade, Bell Elementary School,

Margaret Dunne, 5th Grade, Volta Elementary School,

Takeisia Valentine, 6th Grade, Burbank Elementary School,

Hong Yub Lee, 7th Grade, Burbank Elementary School,

Jennifer Lynn Garson, 8th Grade, Owen Scholastic Academy,

and all of them are a great source of pride to their schools and their communities and most especially to the City of Chicago; now, therefore,

Be It Resolved, That we, the Acting Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby congratulate the five winners of the Chicago Schoolchildren's Essay Contest sponsored by British Airways: Eve Frederika Shalen, Margaret Dunne, Takeisia Valentine, Hong Yub Lee, and Jennifer Lynn Garson. We also express our gratitude to British Airways for recognizing these fine young citizens in whom we place so much hope and trust; and

Be It Further Resolved, That a suitable copy of this resolution be presented to each of the five winners of the Chicago Schoolchildren's Essay Contest.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT 3154 WEST
FOSTER AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to National Signs, Incorporated for the erection of a sign/signboard at 3154 West Foster Avenue for McDonald's Restaurant, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN PUCINSKI (41st Ward):

JULY 29, 30 AND 31, 1988 PROCLAIMED
"POLISH WEEKEND IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Chicago and the surrounding area is home to nearly 1,000,000 Polish-Americans; and

WHEREAS, Polish-Americans are proud of their heritage and their culture; and

WHEREAS, Throughout the year Polish-Americans exhibit their pride by organizing many activities promoting the Polish culture such as the Polish Constitution Day Parade, Polish American Heritage Month, Pulaski Day and other occasions; and

WHEREAS, On July 29, 30 and 31, 1988 the Illinois Division of the Polish American Congress and the Polish American Foundation will co-sponsor the biggest Polish festival, Festival Polonaise, at Navy Pier; and

WHEREAS, Festival Polonaise is a celebration of the Polish heritage and a showcase of Polish culture and achievements; and

WHEREAS, All Polish-Americans would like to share their culture and heritage and invite all Chicagoans to the 1988 Festival Polonaise; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council proclaim July 29, 30 and 31, 1988 as Polish Weekend in Chicago; and

Be It Further Resolved, That all Chicagoans are urged to attend Festival Polonaise and celebrate the rich and beautiful Polish culture at Navy Pier on July 29, 30 and 31, 1988.

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

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- WAIVER OF ALL DEPARTMENTAL FEES AND
SURETIES FOR VARIOUS FESTIVALS.

Also, four proposed orders directing the City Comptroller to waive all departmental fees and sureties for the festivals listed, to be held at Navy Pier, which were *Referred to the Committee on Finance*, as follows:

Pan American Festival--sponsored by the Logan Square Y.M.C.A. for the period extending August 12 through August 14, 1988;

Viva Mexico Festival--sponsored by the 22nd Ward Youth Organization for the period extending July 22 through July 24, 1988;

Festa Italiana--sponsored by the Chicago Amerital Unico Club for the period extending August 19 through August 21, 1988; and

Irish Festival--sponsored by Irish Fest Chicago for the period extending August 6 through August 8, 1988.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 6407 NORTH
CALDWELL AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Reyna E. Nuqui to maintain and use an existing canopy attached to the building or structure at 6407 North Caldwell Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By
ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. LOUISE W. COLE.

A proposed resolution reading as follows:

WHEREAS, Almighty God in His infinite mercy and wisdom called Mrs. Louise W. Cole to her eternal reward on Thursday, May 19, 1988; and

WHEREAS, Mrs. Louise Cole was an active member of the Cabrini Green Row House Council for 35 years; and

WHEREAS, Mrs. Louise Cole resided in the Cabrini Green Row Houses longer than any other resident, from January 19, 1949 to May 19, 1988; and

WHEREAS, Mrs. Louise Cole was an active member of the Waymon A.M.E. Church, and served as a den mother; and

WHEREAS, Mrs. Louise Cole was a conscientious community resident who often offered advice to young mothers and fathers in the area; and

WHEREAS, Mrs. Louise Cole was well respected and loved by many residents and neighbors in the Cabrini Green Row House area; now, therefore,

Be It Resolved, That the Acting Mayor and members of the City Council of the City of Chicago assembled in meeting this 13th day of July, 1988, do hereby express to her sons Joseph and Aaron, and her five grandchildren, our deepest sympathy and condolences on the occasion of their profound loss. She will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Louise W. Cole.

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

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schultzer, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

TRIBUTE TO LATE COLONEL JOHN "JACK" REILLY.

Also, a proposed resolution reading as follows:

WHEREAS, God in His infinite wisdom has called to his eternal reward Colonel Reilly, a much loved city ex-director of special events; and

WHEREAS, Colonel Reilly was born January 9, 1899 in Ossining, N. Y. He enlisted in the Army at the age of 17, fought in World War I and earned the rank of sergeant; and

WHEREAS, After the war he returned home and attended Eastman Commercial Business College, took the civil service exam and was stationed as an administrative assistant at the United States Public Health Hospital; at a later date he became an accountant with the Illinois Commerce Commission; and

WHEREAS, In 1925, Colonel Reilly took a job that would be a preview of the rest of his life's work, in the public relations department of Samuel Insull's Public Service Company; and

WHEREAS, In 1933, Colonel John Reilly assisted the Century of Progress fair committee to plan opening-day festivities; and

WHEREAS, After his retirement from the military Colonel Reilly became director of special events for the Chicago Railroad Fair; and

WHEREAS, Colonel Reilly became executive director of the City's Building Department in 1952. It was a job he never liked but it was quickly followed by the position that would give him access to the world's renowned and quite a reputation of his own: Director of Special Events for the City of Chicago; and

WHEREAS, In the 22 years he was Director of Special Events, Colonel Reilly staged 5 inauguration ceremonies for Mayor Richard J. Daley, as well as scheduling every major city event; and

WHEREAS, It was Colonel Reilly's idea to dye the Chicago River green for Saint Patrick's Day; he began Chicago's Venetian Night Festival and contributed largely to luring the Pan-American Games to our great City of Chicago; and

WHEREAS, Colonel John Reilly retired in 1977, shortly after Mayor Daley's death. Colonel Reilly and his wife moved to Fort Lauderdale with the intention of staying but returned to Chicago for the last time in 1979 to stage an inauguration for Mayor Jane Byrne, 24 years after he had planned Daley's first inauguration; and

WHEREAS, He and his wife returned and remained in Fort Lauderdale until his death; and

WHEREAS, At the time of his passing, Colonel John "Jack" Reilly is survived by his wife, Herta, a son, John Jr.; a brother, and three grandsons; now, therefore,

Be It Resolved, That we, the Acting Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby express our sorrow on the death of Colonel John Reilly, and extend to his family and many friends our most sincere sympathy and sense of a shared loss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Herta Reilly.

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

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

CONGRATULATIONS EXTENDED MR. BERNARD WEISSBOURD
ON RECEIVING WEIZMANN INSTITUTE OF
SCIENCE HUMANITARIAN AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. Bernard Weissbourd graduated from the University of Chicago in 1941 with a B.S. in Chemistry, and worked on the original "Manhattan Project" at the University of Chicago; and

WHEREAS, Mr. Weissbourd graduated from the University of Chicago Law School where he was editor-in-chief of the Law Review; and

WHEREAS, Mr. Weissbourd founded Metropolitan Structures in 1959; and

WHEREAS, Metropolitan Structures has developed into one of the nation's most successful builders of big buildings and developers of large tracts of underutilized urban real estate including Illinois Center, a \$2 billion complex of cultural, commercial, residential, and park facilities; and

WHEREAS, Mr. Weissbourd is a member of the board of trustees of the University of Chicago; and

WHEREAS, Mr. Weissbourd is a member of the board of directors of the Metropolitan Fair and Exposition Authority, The Metropolitan Planning Council, The Bulletin of the Atomic Scientists, and the Center for Psychosocial Studies; and

WHEREAS, Mr. Weissbourd is a member of the Mayor's Advisory Council of the Chicago Housing Authority; and

WHEREAS, Mr. Weissbourd is an honorary member of the American Institute of Architects; and

WHEREAS, Mr. Weissbourd and his wife, Bernice, in 1976 founded Family Focus, a nonprofit agency operating in seven Chicago area communities that fosters parenting and family life through counseling and social activities for parents and children; and

WHEREAS, Mr. Weissbourd has published numerous articles with subjects ranging from, "A 48-Channel Pulse-Height Analyzer for Alpha-Energy Measurements", to "Segregation, Subsidies, and Megalopolis"; and

WHEREAS, On Sunday, July 10, 1988, the internationally renowned Weizmann Institute of Science will pay tribute to Mr. Bernard Weissbourd for his many humanitarian accomplishments; now, therefore,

Be It Resolved, That the Acting Mayor and members of the City Council of the City of Chicago assembled in meeting this 13th day of July, 1988, do hereby honor and congratulate Mr. Bernard Weissbourd for being honored by the Weizmann Institute of Science at its annual dinner, and for his many achievements on behalf of humanity and mankind; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Bernard Weissbourd.

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

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schalter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

CONGRATULATIONS EXTENDED MS. PATRICIA A. WEXLER
ON HER 35TH BIRTHDAY CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, Patricia A. Wexler, an outstanding Chicago citizen, will celebrate her 35th birthday on July 31st, 1988; and

WHEREAS, Patricia was born in Chicago, Illinois to the proud parents of Bernice and the late Harold Wexler, both Chicago residents all of their lives; and

WHEREAS, Patricia is the cherished and beloved younger sister of Michael Wexler, a long time resident of the 42nd ward and employed by the City of Chicago in the City Clerk's office; and

WHEREAS, Fondly nicknamed by her family and friends "Trisch" she has maintained that special personality that has kept her close to all those around her; and

WHEREAS, Pat attended Jameison elementary public school, Mather public high school, received her Bachelor of Arts degree from Northeastern University in Chicago and

completed her Master's degree, with honors, from Northwestern University in the field of communications; and

WHEREAS, Pat went on in her field of endeavor to work for WBBM radio as a producer and director, WIND radio as promotions director, WCLR radio as promotional director and is currently the midwest director of publicity and promotions for Cineplex Odeon Corporation, formally Plitt Theaters in the Chicagoland area; and

WHEREAS, Pat is involved with many new projects in the City of Chicago, the newest being the development of a State-of-the-Art theater complex in the Bloomingdale shopping mall on the Magnificent Mile in the heart of the Gold Coast neighborhood and 42nd ward; and

WHEREAS, Patricia has received numerous awards and honors by her peers and is highly respected in the work community and is a true professional in her fields of expertise; and

WHEREAS, Patricia has donated many hours of her valuable time to help many charitable causes and to promote better community relations to benefit the citizens of Chicago; and

WHEREAS, Patricia has always tried to help others achieve success by sharing with them the same determination and standards she has set for herself by working hard for the goals you want to reach in life; and

WHEREAS, Patricia exemplifies the type of generous, kind and loving citizen Chicago is proud to call its own; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby offer our congratulations to Patricia A. Wexler on the occasion of her 35th birthday, and extend to this fine citizen our very best wishes for much happiness and success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia A. Wexler.

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

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- GRANTS OF PRIVILEGE FOR SIDEWALK CAFES.

Also, six proposed ordinances to grant permission and authority to the applicants listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chalet International Limited, doing business as Chalet on the Gold Coast--to maintain and use a portion of the public way adjacent to its property at 40 East Delaware Place;

1160 Dearborn Street Corporation, doing business as Martha's Vineyard--to maintain and use a portion of the public way adjacent to its property at 1160 North Dearborn Street;

Mr. Kenneth C. Kolovitz and Mr. John O'Donnell, doing business as Ken's on Kinzie--to maintain and use a portion of the public way adjacent to its property at 210 West Kinzie Street;

Mar-Goll, Incorporated, doing business as Miami Bar and Grille--to maintain and use a portion of the public way adjacent to its property at 535 North Wells Street;

Nick's Sportsmarket International, Incorporated, doing business as Nick's Sportsmarket--to maintain and use a portion of the public way adjacent to its property at 1 West Maple Street; and

T.Y.C.-Grand Avenue, Incorporated, doing business as Tijuana Yacht Club--to maintain and use a portion of the public way adjacent to its property at 516 North Clark Street.

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST ONTARIO STREET TO HOLD BIG
JIM'S THIRD ANNUAL BLOCK PARTY
AND FUNDRAISER.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mrs. Kim Blackwell Fox, Executive Director, Citizens for Thompson, to close to traffic that part of West Ontario Street between the east and west property lines of Sieben's River North

Brewery to hold the Big Jim's 3rd Annual Block Party and Fundraiser on Thursday, July 28, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST HUBBARD STREET FOR ERECTION
OF TENT.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Water Tower Trust and Savings Bank to close to traffic that part of West Hubbard Street between North Clark and North LaSalle Streets for the erection of a tent on Friday, July 29, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST MAPLE STREET FOR POST-RACE
PARTY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Carol Gifford, Director of Marketing and Public Relations for Nick's Fishmarkets, Incorporated, to close to traffic that part of West Maple Street between North State and North Dearborn Streets to hold a Post-Race Party, during the period of August 11 and August 12, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST WALTON STREET FOR 1988 FESTIVAL
BENEFITING SAINT JOSEPH'S
CARONDELET CHILD
CENTER.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Variety Club of Illinois to close to traffic that part of West Walton Street between North State and North Dearborn Streets to hold the 1988 Festival for the benefit of Saint Joseph's Carondelet Child Center and other charities, during the period of August 14 and August 15, 1988, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE IN FRONT
OF 620 NORTH LASALLE STREET AND ALONGSIDE
WEST ONTARIO STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Morrie Mages Sports to hold a sidewalk sale in front of 620 North LaSalle Street and alongside on West Ontario Street, for the period extending July 7 through July 10, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED
LOCATIONS.

Also, eight proposed orders directing the Commissioner of General Services to issue permits to the organizations listed for the 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:

A.R. Boutique, Limited--to maintain and use one canopy at 113 East Oak Street;

American National Bank and Trust, under trust number 51862--to maintain and use four canopies at 210--222 West Superior Street;

Danny's Place-Michigan Avenue Limited Partnership--to maintain and use one canopy at 625 North Michigan Avenue;

Grand & Wells Tap--to construct, maintain and use two canopies at 531 North Wells Street;

Improv Comedy Club of Chicago, Incorporated--to maintain and use one canopy at 504 North Wells Street;

Lake Shore National Bank, under trust number 930--to maintain and use one canopy at 118--120 East Oak Street;

Ling & Associates Restaurant Group, Incorporated, doing business as Appeteasers Restaurant--to construct, maintain and use one canopy at 350 North Clark Street; and

549 Hotel Venture--to maintain and use four canopies at 540 North Michigan Avenue.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN EISENDRATH (43rd Ward):**

CONGRATULATIONS AND HONORS EXTENDED MS. JEAN CAMPBELL,
SENIORITA KID AND 18TH DISTRICT BEAT REPRESENTATIVE
PROGRAM FOR THEIR DEDICATED
COMMUNITY SERVICE.

A proposed resolution reading as follows:

WHEREAS, In 1976, the City of Chicago began using civilian representatives to provide guidance for underprivileged youths; and

WHEREAS, In 1979, Jean Campbell and Seniorita Kid joined the 18th District Beat Representative Program; and

WHEREAS, Jean Campbell and Seniorita Kid have provided our children a positive alternative to the influence of gangs and crime through Junior Patrol and the Jobs For Youth programs; and

WHEREAS, Jean Campbell and Seniorita Kid have been unswerving in their dedication to the youth and the promotion of law and order within the underprivileged areas in the 18th District; and

WHEREAS, To date Jean Campbell and Seniorita Kid have recruited some 1600 citizen volunteers to fight crime and serve in the community; and

WHEREAS, Last year, some 600 youths in the 18th District participated in the Junior Patrol, reporting broken streetlights, potholes, graffiti, and occasionally crimes; and

WHEREAS, The success of the Junior Patrol, originally set up by Jean Campbell and Seniorita Kid, has prompted it's expansion into nine other Police Districts, and is expected to be citywide in the near future; now, therefore,

Be It Resolved, That the Acting Mayor and members of the City Council of the City of Chicago assembled in meeting this 13th day of July, 1988, do hereby honor and

congratulate Jean Campbell and Seniorita Kid and the 18th District Beat Representative Program for all they have accomplished on behalf of the children, citizens, and the City of Chicago. The beat representative programs in the City of Chicago provide real answers and solutions to many of the problems facing our youth today; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jean Campbell and Seniorita Kid.

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

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

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO GASTRONOMICAL
PLEASURES, INCORPORATED, DOING BUSINESS
AS PICOLO MONDO CAFE, FOR
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Gastronomical Pleasures, Incorporated, doing business as Picolo Mondo Cafe, to maintain and use a portion of the public way adjacent to its property at 2460 North Clark Street for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD ARTHRITIS FOUNDATION
FUNDRAISER ON PORTION OF WEST
WEBSTER AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Arthritis Foundation, c/o Ms. Marge Marcus, to hold a fundraiser on that part of West Webster Avenue from North Halsted to North Fremont Streets, on Sunday, August 14, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, eight 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:

Bangkok Smiles Restaurant--to maintain and use one canopy at 2342 North Clark Street;

Citiscapc Clybourn Partnership--to maintain and use one canopy at 1871 North Clybourn Avenue;

Mr. Alfred W. Grant III for Benny's Pizzeria, Incorporated--to maintain and use one canopy at 2138 North Halsted Street;

Halsted Street Fishmarket--to maintain and use one canopy at 2048 North Halsted Street;

Plitt Theatres, Incorporated, doing business as Biograph Theatre--to maintain and use one canopy at 2433 North Lincoln Avenue;

Mr. Lawrence B. Price, doing business as Southport City Saloon--to maintain and use one canopy at 2548 North Southport Avenue;

Mr. Arthur H. Renier, Jr. as Administrator W.W.A. O/T/E/O, Ms. Mary M. Beinecke, deceased--to maintain and use one canopy at 2221 North Lincoln Avenue; and

One East Schiller Condominium Associates--to maintain and use one canopy at 1 East Schiller Avenue.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- PERMISSION TO HOLD STREET FAIR ON PORTIONS
OF NORTH HALSTED STREET, WEST CORNELIA
AVENUE AND WEST BUCKINGHAM
STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Mickey Hornick to hold the North Merchants Association Annual Street Fair on that part of North Halsted Street from West Belmont Avenue to West Addison Street, also on that part of West Cornelia Avenue from North Halsted Street to a point 150 feet east thereof, and also on that part of West Buckingham Street from North Halsted Street to a point 150 feet west thereof, during the period July 30 and July 31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION
AND MAINTENANCE OF CANOPIES AT
SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Nick Pianetto--to construct, maintain and use one canopy at 3114 North Sheffield Avenue;

Mount Sinai Hospital Resale Shop--to maintain and use one canopy at 814 West Diversey Avenue; and

Sports Distributors, Incorporated--to maintain and use two canopies at 3555 North Clark Street.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 3555 NORTH
CLARK STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to All-Sign Corporation for the erection of a sign/signboard at 3555 North Clark Street, for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN LEVAR (45th Ward):

RECOGNITION OF MR. DAN BELLOC AND HOLIDAY
BALLROOM AS CHICAGO INSTITUTIONS.

A proposed resolution reading as follows:

WHEREAS, The great Holiday Ballroom, 4849 North Milwaukee Avenue on Chicago's northwest side, has become a focal point of great entertainment in our grateful city; and

WHEREAS, Synonymous with the Holiday Ballroom is Dan Belloc, who with his orchestra and Gene Krupa's sextet opened this outstanding center, January 21, 1956 and who since that time has been a driving force in presenting quality music and entertainment at the Ballroom; and

WHEREAS, Musical giants who have appeared at the Holiday over the years, besides Krupa and Belloc, are Harry James, Jerry E. Lewis, Count Basie, the Buckinghams and the immortal Duke Ellington; and

WHEREAS, Dan Belloc is the president of Live American Music Preservation (L.A.M.P.) Foundation and past president of the National Ballroom and Entertainers Association. His continuing presence at the Holiday Ballroom assures Chicago the continuing tradition of superb ballroom music and entertainment; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby acknowledge the outstanding contribution of Dan Belloc, his orchestra and the Holiday Ballroom to the public welfare, and we pay honor to this fine citizen and to the Holiday Ballroom, one of our town's most prominent treasures; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dan Belloc.

Alderman Levar 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 Levar, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
NORTH LIPPS AND WEST AVONDALE AVENUES FOR
"TASTE OF POLONIA" FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Copernicus Foundation, to close to traffic that part of North Lipps Avenue between West Ainslie Street and North Milwaukee Avenue, and also that part of West Avondale Avenue between West Ainslie Street and North Milwaukee Avenue to hold the "Taste of Polonia" festival for the period extending September 1 through September 5, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD ANNUAL ARTS AND CRAFTS
FAIR ON PORTIONS OF NORTH CICERO AVENUE, NORTH
MILWAUKEE AVENUE AND WEST IRVING
PARK ROAD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Portage Park Chamber of Commerce, c/o Ms. Jeannine Smentek, Executive Director, to hold its annual arts and crafts fair on both sides of the 3900 through 4100 blocks of North Cicero Avenue, on both sides of the 3900 through 4100 blocks of North Milwaukee Avenue, and on both sides of West Irving Park Road, from 4700 through 4920, for the period of September 10 and September 11, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to grant permission to the organizations 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:

Gladstone Park Bakery, Incorporated--to maintain and use one canopy at 5744 North Milwaukee Avenue;

Lorch Brothers Flowers--to maintain and use one canopy at 4936 West Irving Park Road; and

Mil-Law Restaurant, Incorporated--to maintain and use one canopy at 4801 North Milwaukee Avenue.

Presented By

ALDERMAN LEVAR (45th Ward) And OTHERS:

HONOR EXTENDED MR. HARRY CARAY FOR HIS
OUTSTANDING DEDICATION TO BASEBALL
FANS AND DECLARATION OF
"HARRY CARAY DAY
IN CHICAGO".

A proposed resolution presented by Aldermen Levar, Roti, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Butler, Smith, Hagopian, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Schulter, Osterman, Orr and Stone, reading as follows:

WHEREAS, The citizens of the great City of Chicago recognize the importance of our two fine professional baseball teams; and

WHEREAS, Part of the excitement and attention focused first on the Chicago White Sox from 1970 to 1981, and on the Chicago Cubs from 1982 until the present, has been generated by the dedication and vigorous sportscasting of the one, legendary, Harry Caray; and

WHEREAS, In a sportscasting career which spans almost five decades, Harry Caray stayed with the St. Louis Cardinals some 25 years, spent the 1969 season with the Oakland Athletics, and came to Chicago to enhance our enjoyment of first the White Sox and now the Cubs. Harry's sportscasting on WGN and WGN-TV keeps us excitedly abreast of the antics, foibles and victories of our beloved Cubs; and we believe he belongs in the line-up of Hall of Fame Broadcasters; and

WHEREAS, August 8, 1988, marks a milestone in Chicago sports: the first night game under the lights at Wrigley Field and the first home game of the Chicago Cubs under those lights; and

WHEREAS, It seems fitting and proper that the leaders of this great city add to this festive occasion by celebrating the outstanding career of Harry Caray; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby honor and congratulate Harry Caray for his many years of service to enhancing our education and enjoyment of the great sport of baseball, and that we hereby declare that August 8, 1988 be known as "Harry Caray Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Harry Caray.

Alderman Levar 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 Levar, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Presented By

ALDERMAN SHILLER (46th Ward):

Referred-- GRANT OF PRIVILEGE TO MR. ALVIN G. MAZZ,
DOING BUSINESS AS THE THREE AMIGOS,
FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Mr. Alvin G. Mazz, doing business as The Three Amigos, to maintain and use a portion of the public way adjacent to its property at 4401 North Clark Street for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ISSUANCE OF PERMIT FOR CONSTRUCTION
AND MAINTENANCE OF CANOPIES AT
4520 NORTH CLARENDON
AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. and Mrs. Marvin Jabin to construct, maintain and use four canopies to be attached to the building or structure at 4520 North Clarendon Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SCHULTER (47th Ward):

ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONE
IN SPECIFIED AREA.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the establishment of a residential permit parking zone at all times in the area bounded by West Roscoe Street (both sides) West Irving Park Road (both sides) North Ashland Avenue (west side) and North Ravenswood Avenue (both sides).

Alderman Schulter 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 Schulner, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulner, Osterman, -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- GRANT OF PRIVILEGE TO ATLAS ELECTRIC
DEVICES COMPANY FOR COVERED BRIDGE.

Also, a proposed ordinance to grant permission and authority to Atlas Electric Devices Company to maintain and use, as now constructed, a covered bridge over and across the east-west public alley lying between West Belle Plaine Avenue and West Warner Avenue connecting the building known as 4100--4124 North Ravenswood Avenue with the building known as 1800--1810 West Belle Plaine Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
WEST ROSCOE STREET FOR ROSCOE VILLAGE
FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Diana Austin to close to traffic that part of West Roscoe Street, between North Damen Avenue and North Hamilton Avenue for the Roscoe Village Festival during the period of August 6 and August 7, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 4845 NORTH WESTERN
AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Subway Corporation for the maintenance and use of an existing canopy attached to the building or structure at 4845 North Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN OSTERMAN (48th Ward):

GRATITUDE EXTENDED TO "CARE FOR REAL" EMERGENCY
FOOD PANTRY AND DECLARATION OF "CARE
FOR REAL DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Care For Real, the emergency food pantry which so diligently and tirelessly has served the Edgewater Community over the past two decades, is having its annual celebration and fundraiser at the O'Rourke Center for the Performing Arts, July 30, 1988; and

WHEREAS, The Care For Real mission is to meet immediate needs for food, clothing, medication and such emergencies, but this commitment is always balanced by a firm community effort to fund long-term solutions which encourage people to be self-sufficient; and

WHEREAS, Established in 1970 by the Edgewater Community Council at the urging of the Edgewater Clergy and Rabbi Association, Care For Real has provided steadily increasing emergency services to families, seniors and children in need, building its enviable reputation in a grateful community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of July, 1988, A.D., do hereby express our most sincere gratitude to Care For Real for improving the quality of life for countless families, seniors and children over the past two decades, and that we declare July 30, 1988, to be known as "Care For Real Day In Chicago", directing the attention of all citizens to the celebrations planned for that date; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Care For Real.

Alderman Osterman 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 Osterman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF WEST BRYN MAWR AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the East Edgewater Chamber of Commerce to hold a sidewalk sale on both sides of West Bryn Mawr Avenue, between North Sheridan Road and North Ridge Avenue, for the period extending July 21 through July 23, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN ORR (49th Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of General Services to issue permits to the organizations listed below, for the maintenance and use of existing canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Hamilton's Lounge, Incorporated--to maintain and use one existing canopy at 6341 North Broadway; and

John E. Maloney Company--to maintain and use one existing canopy at 1359 West Devon Avenue.

Presented By

ALDERMAN STONE (50th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 2826 West Fitch 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 2826 West Fitch Avenue is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Stone, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman -- 31.

Nays -- Aldermen Shaw, Streeter, J. Evans, Garcia -- 4.

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

Presented By

**ALDERMAN STONE (50th Ward) And
ALDERMAN BUTLER (27th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200.2,
SECTION 200.2-1 (4) BY EXCLUDING TEMPORARY
LODGING ACCOMMODATIONS OFFERED
BY HOSPITALS, ET CETERA, FROM
"HOTEL ACCOMMODATIONS"
DEFINITION.

A proposed ordinance to amend Chapter 200.2 of the Municipal Code, Section 200.2-1 (4), by excluding the temporary lodging accommodations offered by not-for-profit medical, hospital and/or allied educational institutions within the definition for "Hotel Accommodations" to insure tax exempt status of said temporary lodging, which was *Referred to the Committee on Finance*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER
RATE EXEMPTIONS, ET CETERA.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROBINSON (6th Ward):

E.T.A. Theater--remodeling entire theater on the premises known as 7558 South Chicago Avenue.

BY ALDERMAN JONES (20th Ward):

Woodlawn Preservation and Investment Corporation, 6303 South Kenwood Avenue--renovating the Grove Parc Apartments/Woodlawn Gardens Apartments on the premises known as 6010--6040 South Cottage Grove Avenue.

BY ALDERMAN SOLIZ (25th Ward):

Amtrak Railroad Company--construction of a round structure on the premises known as 1680 South Lumber Street.

Amtrak Railroad Company--repairs to the engine house on the premises known as 1600 South Lumber Street.

BY ALDERMAN GABINSKI (32nd Ward):

Saints Volodymyr and Olha Parish Cultural Center--construction of a driveway on the premises known as 2249 West Chicago Avenue.

BY ALDERMAN KOTLARZ (35th Ward):

Belmont Community Hospital--construction of a recessed curb on the premises known as 4058 West Melrose Street.

BY ALDERMAN CULLERTON (38th Ward):

Saint Robert Bellarmine--construction of a church (to replace fire damaged structure) on the premises known as 4646 North Austin Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Health Care Corporation, 570 Lake Cook Road, Deerfield, Illinois--construction of an addition to "The Resurrection Retirement Community" on the premises known as 7260 West Peterson Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

Hermon Baptist Church--renovation of basement on the premises known as 1754 North Clark Street.

Lutheran General Hospital--remodeling of unit for Labor, Delivery, Recovery, and Post Partum services on the premises known as 411 West Dickens Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN RUSH (2nd Ward):

Coretta S. King Day Care, Y.W.C.A. Model Cities Day Care Center, 436 East 39th Street.

BY ALDERMAN CALDWELL (8th Ward):

Community Mental Health Council, 8704 South Constance Avenue.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Care Center, 4600 South McDowell Street.

BY ALDERMAN FARY (12th Ward):

Misericordia Heart of Mercy, 2916 West 47th Street.

BY ALDERMAN BANKS (36th Ward):

Notre Dame High School, 3000 North Mango Avenue.

BY ALDERMAN OSTERMAN (48th Ward):

Edgewater Nursing and Geriatric Center, 5838 North Sheridan Road.

BY ALDERMAN STONE (50th Ward):

Torah Tots, 6350 North Whipple Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN TILLMAN (3rd Ward):

Ada S. McKinley Vocational Services, 6033 South Wentworth Avenue--annual building inspection fee.

BY ALDERMAN BLOOM (5th Ward):

Lakeview Living Center, 7270 South South Shore Drive--elevator inspection fee.

LaRabida Children's Hospital and Research Center, 6501 South Promontory Drive--various fees.

McCormick Theological Seminary, 5555 South Woodlawn Avenue--elevator inspection fee.

BY ALDERMAN BEAVERS (7th Ward):

Cardinal Joseph Bernardine, 8708 South Colfax Avenue (Saint Bronislava Church)--annual building inspection fee.

Parish Cooperative in South Chicago/Archdiocese of Chicago, 8731 South Exchange Avenue--annual building inspection fee.

BY ALDERMAN SHAW (9th Ward):

All Saints Church, 10809 South State Street--annual building inspection fee.

BY ALDERMAN KELLAM (18th Ward):

Ford City Sertoma, 4343 West 83rd Street--bi-annual building inspection fee.

BY ALDERMAN GARCIA (22nd Ward):

Epiphany Church, 2524 South Keeler Avenue--annual fuel burning equipment inspection fee.

BY ALDERMAN PUCINSKI (41st Ward):

Mutual Aid Association of the Polish American Congress-Illinois Division, 5844 North Milwaukee Avenue--annual public place of assembly inspection fee (2).

BY ALDERMAN NATARUS (42nd Ward):

Lake Shore Drive Synagogue, 70 East Elm Street--annual building inspection fee.

Saint Luke Church of God in Christ, 914 North Orleans Street--elevator inspection fee.

BY ALDERMAN EISENDRATH (43rd Ward):

Chicago Historical Society, 4853 North Ravenswood Avenue--semi-annual elevator inspection fees.

Kiwanis Boy's Club, 835 West Diversey Parkway--annual public place of assembly inspection fee.

Moody Memorial Church, 1609 North LaSalle Street--annual fuel burning equipment inspection fee.

BY ALDERMAN LEVAR (45th Ward):

Copernicus Foundation (Civic Center), 5216 West Lawrence Avenue--elevator inspection fee.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue--semi-annual elevator inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN TILLMAN (3rd Ward):

Chicago Urban League, 4524 South Michigan Avenue.

BY ALDERMAN LAURINO (39th Ward):

Bethany Roman Pentecostal Church, 3432 West Foster Avenue.

WAIVERS OF FEE:

BY ALDERMAN SHEAHAN (19th Ward):

Saint John Fisher Church, 10234 South Washtenaw Avenue--waiver of electrical permit fees.

BY ALDERMAN NATARUS (42nd Ward):

Moody Bible Institute, 820 North LaSalle Street--waiver of dining room fee.

BY ALDERMAN EISENDRATH (43rd Ward):

Hermon Baptist Church, 1754 North Clark Street--waiver of plumbing fee.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (June 22, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 22, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Correct* said printed Official Journal as follows:

Page 14741--by deleting the name "Richard" appearing in the fourth line from the top of the page and inserting the name "Riccardo" in lieu thereof.

The motion to correct *Prevailed*.

Thereupon, Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (June 30, 1988).

Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on June 30, 1988 at 2:30 P.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

CREATION OF SPECIAL SERVICE AREA NUMBER TEN AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of June 22, 1988, pages 14521 through 14525, recommending that the City Council pass said proposed ordinance creating Special Service Area Number Ten and authorizing the levy of a special annual services tax for same.

Alderman T. Evans presented the following amendment:

"I move to amend the ordinance concerning Special Service Area No. 10 deferred and published on June 22, 1988 and appearing at page 14521 of the Journal of that date by amending Section 2 of the ordinance by deleting the language: 14th day of July, 1988 at 10:00 A.M., and inserting the language: eighth day of August, 1988 at 9:30 A.M."

Alderman T. Evans moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

Alderman T. Evans then moved to *Pass* the said proposed ordinance, *as amended*. The motion *Prevailed* by a viva voce vote.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6 (L) (2) and 7 (6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", Ill. Rev. Stat., Chapter 120, Section 1301 et seq., (the "Act"), and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 10 and to the authorization of the levy of a special annual services tax (the "services tax") for a period of three years within Special Service Area Number 10 for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit

commercial uses and that area will benefit from the special services to be provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of Special Service Area Number 10 and the levy of the services tax within said area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at 9:30 A.M., on the eighth day of August, 1988, at the City Council Chambers, City Hall, Chicago, Illinois (the "hearing"), to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 10 and the authorization of the levy of the services tax for a period of three years within Special Service Area Number 10, said area described in the notice set forth in Section 5 hereof (the "notice"). At the hearing there will be considered the levy of the services tax upon the taxable property within Special Service Area Number 10 sufficient to produce revenues required to provide special services in the area. Said tax shall not exceed the sum of fifty one hundredths of one percent (.50%) of the equalized assessed value of the taxable property within the area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Morgan Park/Beverly Hills Special Service Area Commission, as described in Section 3 hereof, and may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. Said special services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 3. The Morgan Park/Beverly Hills Special Service Area Commission consisting of nine members is hereby established (the "Commission"). Of the initial Commission members, three members shall be appointed to serve three year terms, three members shall be appointed to serve two year terms and three members shall be appointed to serve one year terms. The Mayor, with the approval of the City Council, shall appoint the nine initial Commission members from lists of nominees submitted by the Morgan Park/Beverly Hills Business Association. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Morgan Park/Beverly Hills Business Association. Each Commission member shall be appointed to serve for a term of three years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Morgan Park/Beverly Hills Business Association. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The terms and powers of the Commission members shall

cease upon the termination of the time period for which the levy of the services tax is authorized unless said services tax is continued by ordinance adopted by the City Council.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than two consecutive three year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 4. Notice of hearing shall be published by the City Clerk at least once, not less than fifteen days prior to the public hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event that taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 5. The notice shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 10.

Notice is hereby given that at ____ o'clock A.M., on the ____ day of _____, 1988, at the City Council Chambers, City Hall, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 10 and the authorization of the levy of a special annual services tax (the "services tax") for a three year term commencing January 1, 1989, within Special Service Area Number 10. The purpose of Special Service Area Number 10 is to provide special services to the area, which may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area,

and other technical assistance activities to promote commercial and economic development.

At the hearing, there will be considered a services tax to be levied against the taxable property included within Special Service Area Number 10 for the provision of said special services, said services tax not to exceed the sum of fifty one hundredths of one percent (.50%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

Special Service Area Number 10 shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the area wholly or partially fronting on the east side of South Western Avenue from 91st Street to 111th Street and on the west side of South Western Avenue from 99th Street to 113th Street.

At the public hearing any interested person affected by the creation of Special Service Area Number 10 and the levy of the services tax for a period of three years at a rate of not to exceed the sum of fifty one hundredths of one percent (.50%) of the equalized assessed value of taxable property within Special Service Area Number 10, including all persons owning taxable real property within said area, may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the boundaries of proposed Special Service Area Number 10 and by at least 51% of the owners of record of the land included within the boundaries of said area, objecting to the creation of Special Service Area Number 10 and the levy of the services tax therein, is filed with the City Clerk within 60 days following the final adjournment of the public hearing, no such area shall be created and no such tax shall be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 1988.

City Clerk, City of Chicago
Cook County, Illinois.

SECTION 6. This ordinance shall become effective from and after its passage.

MISCELLANEOUS BUSINESS.

Alderman Krystyniak moved that the Council recess for thirty minutes.

After debate, Alderman Madrzyk moved the previous question. The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Beavers, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Henry, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Levar, Schuler, Osterman, Stone -- 25.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Caldwell, Streeter, Jones, J. Evans, Garcia, Soliz, Smith, Davis, Figueroa, Giles, Eisendrath, Shiller, Orr -- 18.

Alderman Bloom then presented the following proposed amendment:

"I move to amend the motion to extend the recess from thirty minutes to thirty days."

Alderman Shaw moved to lay on the table Alderman Bloom's motion to amend.

Thereupon, the clerk called the roll and the motion to *Lay on the Table Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Hansen, Levar, Stone -- 28.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Beavers, Streeter, J. Evans, Garcia, Smith, Davis, Figueroa, Giles, Eisendrath, Orr -- 14.

After further debate, Alderman Carter moved the previous question. The clerk called the roll and the motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Levar, Schuler, Osterman, Stone -- 31.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Streeter, J. Evans, Garcia, Smith, Davis, Figueroa, Giles, Eisendrath, Orr -- 14.

Recess Taken.

Thereupon, the clerk called the roll on Alderman Krystyniak's motion to recess.

The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Levar, Schuler, Osterman, Stone -- 31.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Streeter, J. Evans, Garcia, Smith, Davis, Figueroa, Giles, Eisendrath, Orr -- 14.

Following a recess, Alderman Bloom called the meeting to order.

Alderman Eisendrath then moved that Alderman Bloom be elected as temporary chairman.

The motion *Prevailed* by a viva voce vote.

Thereupon, Alderman Bloom assumed the Chair as temporary chairman of the City Council.

Alderman Eisendrath then moved that the City Council do adjourn.

Temporary Chairman Bloom ruled that the motion prevailed by a viva voce vote.

Session Resumed After Recess.

Acting Mayor Sawyer resumed the Chair and called the meeting to order.

Alderman Natarus moved that the clerk call the roll of members. Thereupon, the clerk called the roll and it was found that there were present at that time: Aldermen Roti, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Schulter, Osterman, Stone -- 35.

Quorum present.

Alderman Krystyniak then moved that the City Council recess until 5:30 P.M.

Alderman T. Evans raised a point of order, stating that in accordance with Rule 2 of the Rules of Order and Procedure of the City Council, the meeting of the City Council had been adjourned, that a quorum had not been present and a motion to adjourn had been offered and prevailed and further called upon the Chair to rule the current meeting illegal without a new notice and date and time set for the meeting.

The Chair ruled the point of order not well taken, stating that it is necessary to call the roll of members to determine the existence of a quorum.

Alderman T. Evans moved to appeal the ruling of the Chair.

The Chair then stated "*Shall the decision of the Chair be sustained?*" The question being put, the decision of the Chair *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Schulter, Osterman, Stone -- 34.

Nays -- Aldermen Rush, Tillman, T. Evans, Streeter, J. Evans, Garcia, Davis, Figueroa, Giles, Shiller, Orr -- 11.

At this point in the proceedings, Alderman Henry moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, It is a condition of this life that out of the darkness of tragedy, at times arises a light of hope and a cause to form together in tribute; and

WHEREAS, Doris Jenkins, a neighbor, and David Collins, a passing motorist, saw danger and took action as fire decimated the residential building at 1532 South Lawndale in the early morning hours of Tuesday, July 12, 1988; and

WHEREAS, There is no adequate expression of appreciation for those who so selflessly risked their lives to rescue elderly and sleeping residents from their burning building; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, personally and on behalf of all Chicagoans, do hereby commend Doris Jenkins and David Collins for their bravery under conditions of grave peril to themselves; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Doris Jenkins and David Collins as a token of their City's pride, respect and appreciation for their heroism.

On motion of Alderman Henry, the foregoing proposed resolution was *Adopted*.

Recess Taken.

Alderman Krystyniak then renewed his motion that the City Council recess until 5:30 P.M.

After further debate, the clerk called the roll and the motion to recess *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Schulter, Osterman, Stone -- 34.

Nays -- Aldermen Rush, Tillman, T. Evans, Streeter, J. Evans, Garcia, Davis, Figueroa, Giles, Shiller, Orr -- 11.

Session Resumed After Recess.

Resuming the Chair, Acting Mayor Eugene Sawyer called the meeting to order and directed the clerk to call the roll of members. Thereupon, the clerk called the roll and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Quorum present.

Alderman Gabinski then presented the following proposed resolutions:

Be It Resolved, That Juan Soliz is named President Pro Tempore of the City Council of the City of Chicago for the years of 1988--1991.

Be It Resolved, That the following shall be the Chairmen, Vice-Chairmen and members on standing committees of the City Council of the City of Chicago for the 1987--1991 term:

1. *COMMITTEE ON AGING AND DISABLED*

Carter (Chairman), Eisendrath (Vice-Chairman), Robinson, Vrdolyak, Langford, Jones, Krystyniak, Butler, Kotlarz, Banks, Giles, Osterman, Stone.

2. *COMMITTEE ON AVIATION*

Cullerton (Chairman), Fary (Vice-Chairman), Rush, Beavers, Shaw, Carter, Madrzyk, Krystyniak, Henry, Butler, Smith, Hagopian, Pucinski.

3. *COMMITTEE ON BEAUTIFICATION AND RECREATION*

Schulter (Chairman), Osterman (Vice-Chairman), Huels, Langford, Streeter, Jones, J. Evans, Gutierrez, Figueroa, Gabinski, Austin, Natarus, Eisendrath.

4. *COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS*

Austin (Chairman), O'Connor (Vice-Chairman), Roti, Rush, Tillman, Robinson, Beavers, Caldwell, Shaw, Huels, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Banks, Giles, Natarus, Eisendrath, Hansen, Shiller, Orr, Stone.

5. *COMMITTEE ON BUILDINGS*

Roti (Chairman), Burke (Vice-Chairman), Shaw, Langford, Sheahan, Henry, Smith, Figueroa, Gabinski, Cullerton, Shiller, Schulter, Orr, Stone.

6. *COMMITTEE ON CLAIMS AND LIABILITIES*

Kotlarz (Chairman), Vrdolyak (Vice-Chairman), Tillman, Beavers, Shaw, Huels, Carter, Kellam, Krystyniak, Butler, Davis, Figueroa, Pucinski.

7. *COMMITTEE ON COMMITTEES, RULES AND ETHICS*

Langford (Chairman), Mell (Vice-Chairman), Roti, Robinson, Madrzyk, Burke, Henry, Butler, Hagopian, Gabinski, Banks, Cullerton, Laurino, Natarus.

8. *COMMITTEE ON CAPITAL DEVELOPMENT*

Sheahan (Chairman), Krystyniak (Vice-Chairman), Rush, T. Evans, Beavers, Caldwell, Kellam, Soliz, Figueroa, Banks, Giles, Hansen, Shiller, Osterman.

9. *COMMITTEE ON HISTORICAL LANDMARK PRESERVATION*

Stone (Chairman), Soliz (Vice-Chairman), Rush, Bloom, Caldwell, J. Evans, Henry, Gutierrez, Hagopian, Austin, Laurino, Levar, Shiller.

10. *COMMITTEE ON ECONOMIC DEVELOPMENT*

Hansen (Chairman), Jones (Vice-Chairman), Tillman, Robinson, Beavers, Shaw, Carter, Garcia, Henry, Gutierrez, Mell, Levar, Osterman.

11. *COMMITTEE ON EDUCATION*

O'Connor (Chairman), Schulter (Vice-Chairman), Tillman, Robinson, Carter, Langford, Jones, Garcia, Soliz, Butler, Eisendrath, Hansen, Osterman, Orr.

12. *COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES*

Smith (Chairman), Burke (Vice-Chairman), Huels, Fary, Carter, Streeter, Butler, Austin, O'Connor, Levar, Osterman.

13. *COMMITTEE ON FINANCE*

Natarus (Chairman), Kellam (Vice-Chairman), Roti, Rush, Tillman, Robinson, Beavers, Caldwell, Shaw, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Gutierrez, Butler, Smith, Davis, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, Pucinski, Shiller, Schulter, Orr, Stone.

14. *COMMITTEE ON HEALTH*

Streeter (Chairman), Carter (Vice-Chairman), Fary, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Banks, O'Connor, Eisendrath, Shiller.

15. *COMMITTEE ON HOUSING*

Butler (Chairman), Pucinski (Vice-Chairman), T. Evans, Bloom, Caldwell, Vrdolyak, J. Evans, Gutierrez, Mell, Kotlarz, Banks, Hansen, Orr.

16. *COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION*

Soliz (Chairman), Huels (Vice-Chairman), Rush, Tillman, Langford, Sheahan, Krystyniak, Butler, Davis, Austin, Kotlarz, Eisendrath, Shiller, Osterman.

17. *COMMITTEE ON INTERGOVERNMENTAL RELATIONS*

Pucinski (Chairman), J. Evans (Vice-Chairman), Rush, Bloom, Beavers, Caldwell, Shaw, Huels, Burke, Soliz, Smith, Hansen, Shiller.

18. *COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES*

Banks (Chairman), Beavers (Vice-Chairman), Tillman, T. Evans, Bloom, Madrzyk, Streeter, Sheahan, J. Evans, Gutierrez, Kotlarz, Natarus, Levar, Stone.

19. *COMMITTEE ON LICENSE*

Henry (Chairman), Kotlarz (Vice-Chairman), Roti, Rush, T. Evans, Vrdolyak, Fary, Langford, Sheahan, Jones, J. Evans, Garcia, Davis, Natarus.

20. *COMMITTEE ON LOCAL TRANSPORTATION*

Huels (Chairman), Hagopian (Vice-Chairman), Robinson, Streeter, Sheahan, J. Evans, Krystyniak, Soliz, Davis, Banks, Giles, Natarus, Schulter, Orr.

21. *COMMITTEE ON MUNICIPAL CODE REVISION*

Mell (Chairman), Caldwell (Vice-Chairman), T. Evans, Bloom, Robinson, J. Evans, Henry, Austin, Cullerton, Laurino, Pucinski, Natarus, Schulter.

22. *COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS*

Beavers (Chairman), Burke (Vice-Chairman), Caldwell, Fary, Carter, Streeter, Jones, Davis, Figueroa, Hagopian, O'Connor, Eisendrath, Osterman, Orr.

23. *COMMITTEE ON PORTS, WHARVES AND BRIDGES*

Jones (Chairman), Butler (Vice-Chairman), Rush, Fary, Kellam, Garcia, Henry, Soliz, Smith, Mell, Giles, Laurino.

24. *COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS*

Madrzyk (Chairman), Sheahan (Vice-Chairman), Roti, Bloom, Robinson, Caldwell, Shaw, Vrdolyak, Carter, Kotlarz, Banks, Giles, Natarus, Levar, Schulter, Stone.

25. *COMMITTEE ON STREETS AND ALLEYS*

Levar (Chairman), Gabinski (Vice-Chairman), Beavers, Langford, Streeter, Garcia, Davis, Mell, Giles, O'Connor, Natarus, Hansen, Schulter, Orr.

26. *COMMITTEE ON TRAFFIC CONTROL AND SAFETY*

Laurino (Chairman), Krystyniak (Vice-Chairman), Roti, Tillman, Bloom, Madrzyk, Streeter, Jones, Garcia, Soliz, Smith, Figueroa, Hansen.

27. *COMMITTEE ON VETERANS' AFFAIRS*

Hagopian (Chairman), Gabinski (Vice-Chairman), Caldwell, Huels, Burke, Carter, Streeter, Gutierrez, Butler, Austin, Kotlarz, Pucinski, Natarus.

28. *COMMITTEE ON ZONING*

Caldwell (Chairman), Cullerton (Vice-Chairman), Roti, Tillman, T. Evans, Robinson, Langford, Gabinski, Austin, Natarus, Hansen, Shiller, Orr, Stone.

Be It Resolved, That all Chairmen, Vice-Chairmen and members stricken on the enclosed are herewith removed.

COMMITTEE ON AVIATION

Strike: Garcia.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS

Strike: Bloom; T. Evans.

COMMITTEE ON BUILDINGS

Strike: Gutierrez.

COMMITTEE ON COMMITTEES, RULES AND ETHICS

Strike: Davis; T. Evans; Bloom; Shaw; Garcia.

COMMITTEE ON CAPITAL DEVELOPMENT

Strike: Smith.

COMMITTEE ON EDUCATION

Strike: Figueroa.

*COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES*

Strike: Rush; Giles.

COMMITTEE ON FINANCE

Strike: T. Evans; Bloom.

COMMITTEE ON HOUSING

Strike: Tillman; Shiller.

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION

Strike: Giles.

COMMITTEE ON LOCAL TRANSPORTATION

Strike: Figueroa.

COMMITTEE ON PORTS, WHARVES AND BRIDGES

Strike: Shaw.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS

Strike: Gutierrez; Orr.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY

Strike: Austin.

COMMITTEE ON VETERAN'S AFFAIRS

Strike: J. Evans.

COMMITTEE ON ZONING

Strike: Davis.

Alderman Bloom raised a point of order, stating that Chairmanships of City Council Committees could be filled only if vacancies existed and if vacancies existed, Rule 36 of the Rules of Order and Procedure of the City Council requires that the Council's Committee on Committees, Rules and Ethics recommend to the Council the proposed Chairmen. Alderman Bloom further held that Alderman Gabinski's resolutions did not constitute a report of the Committee on Committees, Rules and Ethics and were therefore out of order.

The Chair ruled the point of order not well taken, citing the applicability of Rule 41 of the Rules of Order and Procedure of the City Council.

Alderman Bloom moved to appeal the ruling of the Chair.

The Chair then stated, "*Shall the decision of the Chair be sustained?*" The question being put, the decision of the Chair *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter, Osterman -- 30.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, Streeter, J. Evans, Garcia, Smith, Davis, Figueroa, Giles, Eisendrath, Hansen, Shiller, Orr, Stone -- 17.

After further debate, Alderman Gabinski moved the previous question. The clerk called the roll and it was found that the yeas and nays were as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Levar, Schulter, Osterman -- 26.

Nays -- Aldermen J. Evans, Eisendrath, Hansen -- 3.

Various aldermen requested a verification of the foregoing roll call vote. Thereupon, the clerk recalled the roll and the motion for the *Previous Question Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Caldwell, Huels, Fary, Madrzyk, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter, Osterman -- 28.

Nays -- Aldermen T. Evans, Beavers, Shaw, Burke, Streeter, J. Evans, Garcia, Giles, Eisendrath, Hansen, Stone -- 11.

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

Thereupon, Alderman Gabinski moved to adopt the three foregoing proposed resolutions.

Alderman Bloom raised a point of order, stating that changes in the proposed resolutions constituted amendments to those resolutions, that on the basis of the Rules of Order and Procedure of the City Council, amendments must be submitted in written form and that a vote on the resolutions as amended could not be taken prior to a vote on the amendments themselves.

The Chair ruled the point of order not well taken, stating that changes in the proposed resolutions were changes on their face and not amendments.

Alderman Bloom moved to appeal the ruling of the Chair.

The Chair then stated, "*Shall the decision of the Chair be sustained?*" The question being put, the decision of the Chair *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Caldwell, Huels, Fary, Madrzyk, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter, Osterman -- 28.

Nays -- Aldermen Rush, T. Evans, Bloom, Shaw, Burke, Streeter, J. Evans, Garcia, Smith, Davis, Figueroa, Giles, Eisendrath, Hansen, Shiller, Orr -- 16.

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

Alderman Gabinski then renewed his motion to adopt the three foregoing proposed resolutions. Thereupon, the clerk called the roll and the three foregoing proposed resolutions were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Caldwell, Huels, Fary, Madrzyk, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Levar, Schulter, Osterman -- 26.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Beavers, Shaw, Burke, Streeter, J. Evans, Garcia, Smith, Davis, Giles, Eisendrath, Hansen, Shiller, Orr -- 17.

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

PRESENCE OF VISITORS NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

Mr. Jesse E. Johnson, Chief of Parking Operations for the City of Los Angeles;

Mr. Joseph Meegan, celebrating his 50th wedding anniversary.

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, relinquished the Chair to Alderman Juan M. Soliz, President Pro Tempore.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Mr. Don Baum, Director, City Real Estate Section, Department of General Services, under date of July 11, 1988, which read as follows:

Transmitted herewith 2 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1912 South Blue Island Avenue, which was authorized by ordinance passed November 28, 1984, page 11218, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1221--1223 North California Avenue, which was authorized by ordinance passed February 15, 1984, page 5066, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1310--1318 West Devon Avenue, which was authorized by ordinance passed June 5, 1987, pages 1103--1104, Council Journal.

Transmitted herewith 14 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1639 North Honore Street, which was authorized by ordinance passed September 6, 1984, page 8579, Council Journal.

Transmitted herewith 1 seal bid. This bid was submitted in response to advertisement for sale of city-owned property at 7641--7643 South Kingston Avenue, which was authorized by ordinance passed July 15, 1987, page 2301, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 7200--7206 South Princeton Avenue/305--307 West 72nd Street, which was authorized by ordinance passed September 9, 1987, page 3388, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1226--1228 South Pulaski Road, which was authorized by ordinance passed March 9, 1983, page 16309, Council Journal.

Transmitted herewith 4 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1711 North Sheffield Avenue, which was authorized by ordinance passed December 10, 1986, pages 37940--37941, Council Journal.

Transmitted herewith 22 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1800 West Wabansia Avenue, which was authorized by ordinance passed November 10, 1987, pages 6110--6111, Council Journal.

Transmitted herewith 18 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1835 West Wabansia Avenue, which was authorized by ordinance passed November 10, 1987, page 6111, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 3838 South Wabash Avenue, which was authorized by ordinance passed July 15, 1987, page 2304, Council Journal.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids.

1912 South Blue Island Avenue.

Ricardo Garcia, c/o Edward B. Malek, 77 West Washington Street, Room 1726, Chicago, Illinois: Amount bid \$7,500.00, deposit checks totaling \$1,270.00 (cashier's checks);

James O. Damion, c/o M. Ballard, 39 South LaSalle Street, No. 808, Chicago, Illinois 60603: Amount bid \$7,600.00, deposit check \$760.00 (cashier's check).

1221--1223 North California Avenue.

Virgilio and Enid Diaz, 1219 North California Avenue, Chicago, Illinois 60622: Amount bid \$13,000.00, deposit check \$1,300.00 (cashier's check).

1310--1318 West Devon Avenue.

Weinstein Brothers, Incorporated, 1300 West Devon Avenue, Chicago, Illinois 60660: Amount bid \$25,000.00, deposit check \$2,500.00 (certified check).

1639 North Honore Street.

Joseph Colello, 5600 North Natoma Avenue, Chicago, Illinois 60631: Amount bid \$5,500.00, deposit check \$550.00 (official check);

William Levy, c/o Harper Realty, No. 8-E, 900 West Jackson Street, Chicago, Illinois 60607: Amount bid \$3,800.00, deposit check \$380.00 (cashier's check);

Eva Field, 3 First National Plaza, No. 3900, Chicago, Illinois 60602: Amount bid \$9,285.20, deposit check \$928.52 (certified check);

Muriel Fortunato, 2147 North Western Avenue, Chicago, Illinois 60647: Amount bid \$12,000.00, deposit check \$1,200.00 (cashier's check);

Lawrence J. Oakford, 414 North Ashland, LaGrange Park, Illinois 60525 and Theodore A. Wynn, 718 Naperville Road, Wheaton, Illinois 60187: Amount bid \$5,300.00, deposit check \$530.00 (bank check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Chicago, Illinois 60611: Amount bid \$19,000.00, deposit check \$1,900.00 (certified check);

James G. McCormack, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$18,000.00, deposit check \$1,800.00 (cashier's check);

Devco Realty & Equity Company, 25 East Washington Street, Chicago, Illinois 60602: Amount bid \$13,700.00, deposit check \$1,370.00 (cashier's check);

Anthony and Deborah A. Adreani, 5611 North Mason Avenue, Chicago, Illinois 60646: Amount bid \$16,000.00, deposit check \$1,600.00 (certified check);

Gerard J. Hall, 10336 South Kildare, Oak Lawn, Illinois 60453: Amount bid \$9,105.00, deposit check \$911.00 (cashier's check);

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$4,510.00, deposit check \$451.00 (cashier's check);

Remcord Management II, 1747 North Honore Street, Chicago, Illinois 60622: deposit check \$4,100.00 (cashier's check);

Thomas J. Conrad, 2437 Walters, Northbrook, Illinois 60062: Amount bid \$7,600.00, deposit check \$760.00 (cashier's check);

Morton S. Balaban, 2518 West Peterson Avenue, Chicago, Illinois 60659: Amount bid \$5,100.00, deposit check \$510.00 (cashier's check).

7641--7643 South Kingston Avenue.

Morris C. L. Scruggs, 7645 South Kingston Avenue, Chicago, Illinois 60649: Amount bid \$4,800.00, deposit check \$580.00 (credit union check).

*7200--7201 South Princeton Avenue/
305--307 West 72nd Street.*

Nathan Smith, 7210 South Princeton Avenue, Chicago, Illinois 60621: Amount bid \$12,000.00, deposit check \$1,200.00 (cashier's check).

1226--1228 South Pulaski Road.

Lawndale Christian Reformed Church, c/o Reverend James Wolff, 4330 West Cullerton Street, Chicago, Illinois 60623: Amount bid \$2,500.00, deposit check \$250.00 (official check).

1711 North Sheffield Avenue.

Steven Edelson, 1713 North Sheffield Avenue, Chicago, Illinois 60614: Amount bid \$31,000.00, deposit check \$3,100.00 (cashier's check);

Jeffery P. Senzel and Sherry L. Jewett, 1720 North Halsted Street, No. 202, Chicago, Illinois 60614: Amount bid 28,500.00, deposit check \$2,850.00 (official check);

Morton S. Balaban, 2518 West Peterson Avenue, Chicago, Illinois 60659: Amount bid \$30,530.00, deposit check \$3,053.00 (cashier's check);

Victor H. Gomez, 2600 West Logan Boulevard, Chicago, Illinois 60647: Amount bid \$30,000.00, deposit check \$3,000.00 (cashier's check).

1800 West Wabansia Avenue.

Joseph Colello, 5600 North Natoma Avenue, Chicago, Illinois 60631: Amount bid \$6,250.05, deposit check \$625.00 (official check);

Yu-Hua and Jean Wang-Lee Chen, 3825 North Pine Grove Avenue, No. 221, Chicago, Illinois 60613: Amount bid \$3,600.00, deposit check \$360.00 (official check);

Mark F. and Carol V. Tormey, 2720 North Greenview Avenue, Unit G, Chicago, Illinois 60614: Amount bid \$5,500.00, deposit check \$550.00 (cashier's check);

William Levy, c/o Harper Realty, Room 8-E, 900 West Jackson Boulevard, Chicago, Illinois 60607: Amount bid \$10,300.00, deposit check \$1,030.00 (cashier's check);

Carol Phelan, 180 North Wacker Drive, Chicago, Illinois 60606: Amount bid \$21,500.00, deposit check \$2,150.00 (cashier's check);

Eva Field, 3 First National Plaza, Suite 3900, Chicago, Illinois 60602: Amount bid \$13,783.00, deposit check \$1,378.30 (cashier's check);

Michael J. Brick, 1707 West Winona Street, Chicago, Illinois 60640: Amount bid \$18,000.00, deposit check \$1,800.00 (bank check);

First National Bank of Illinois, U/T 3831, c/o Barry C. Bergstrom, Ltd., Attorney, 3330 181st Place, Lansing, Illinois 60438: Amount bid \$28,555.50, deposit check \$2,855.55 (certified check);

Muriel Fortunato, 2147 North Western Avenue, Chicago, Illinois 60647: Amount bid \$12,000.00, deposit check \$1,200.00 (cashier's check);

Lawrence J. Oakford, 414 North Ashland, LaGrange Park, Illinois 60525 and Theodore A. Wynn, 718 Naperville Road, Wheaton, Illinois 60187: Amount bid \$10,200.00, deposit check \$1,020.00 (bank check);

Guido C. Neri, 3761 North Oketo Avenue, Chicago, Illinois 60634: Amount bid \$27,500.00, deposit check \$2,750.00 (treasurer's check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Chicago, Illinois 60611: Amount bid \$17,500.00, deposit check \$1,750.00 (certified check);

James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$11,000.00, deposit check \$1,100.00 (cashier's check);

Devco Realty & Equity Company, 25 East Washington Street, Chicago, Illinois 60602: Amount bid \$14,000.00, deposit check \$1,400.00 (cashier's check);

Joseph Parylak, Jr., 2337 West Montana Avenue, Chicago, Illinois 60647: Amount bid \$1,500.00, deposit check \$150.00 (cashier's check);

Anthony and Deborah A. Adreani, 5611 North Mason Avenue, Chicago, Illinois 60646: Amount bid \$8,000.00, deposit check \$800.00 (certified check);

Gerard J. Hall, 10336 South Kildare, Oak Lawn, Illinois 60453: Amount bid \$8,105.00, deposit check \$811.00 (cashier's check);

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$6,110.00, deposit check \$611.00 (cashier's check);

Remcord Management II, 1747 North Honore Street, Chicago, Illinois 60622: deposit check \$4,100.00 (cashier's check);

Thomas J. Conrad, 2437 Walters, Northbrook, Illinois 60062: Amount bid \$5,600.00, deposit check \$560.00 (cashier's check);

Morton S. Balaban, 2518 West Peterson Avenue, Chicago, Illinois 60659: Amount bid \$32,000.00, deposit check \$3,200.00 (cashier's check);

Burton S. Gilberg, 62 West Huron Street, Chicago, Illinois 60610: Amount bid \$6,000.00, deposit check \$600.00 (certified check).

1835 West Wabansia Avenue.

Joseph Colello, 5600 North Natoma Avenue, Chicago, Illinois 60631: Amount bid \$6,175.00, deposit check \$617.50 (official check);

William Levy, c/o Harper Realty, No. 8-E, 900 West Jackson Boulevard, Chicago, Illinois 60607: Amount bid \$10,300.00, deposit check \$1,030.00 (cashier's check);

James O. Damion, c/o M. Ballard, 39 South LaSalle Street, No. 808, Chicago, Illinois 60603: Amount bid \$3,600.00, deposit check \$360.00 (cashier's check);

Carol Phelan, 180 North Wacker Drive, Chicago, Illinois 60606: Amount bid \$20,000.00, deposit check \$2,000.00 (cashier's check);

Eva Field, 3 First National Plaza, No. 3900, Chicago, Illinois 60602: Amount bid \$8,723.70, deposit check \$872.37 (certified check);

Michael J. Brick, 1707 West Winona Street, Chicago, Illinois 60640: Amount bid \$14,000.00, deposit check \$1,400.00 (bank check);

First National Bank of Illinois, U/T 38-324TA, c/o Thomas P. Ambry, 1840 West Wabansia Avenue, Chicago, Illinois 60622--1336: Amount bid \$27,110.00, deposit check \$2,711.00 (treasurer's check);

Muriel Fortunato, 2147 North Western Avenue, Chicago, Illinois 60647: Amount bid \$12,000.00, deposit check \$1,200.00 (cashier's check);

Lawrence J. Oakford, 414 North Ashland, LaGrange Park, Illinois 60525 and Theodore A. Wynn, 718 Naperville Road, Wheaton, Illinois 60187: Amount bid \$10,200.00, deposit check \$1,020.00 (bank check);

Guido C. Neri, 3761 North Oketo Avenue, Chicago, Illinois 60634: Amount bid \$17,500.00, deposit check \$1,750.00 (treasurer's check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Chicago, Illinois 60611: Amount bid \$17,500.00, deposit check \$1,750.00 (certified check);

James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$10,000.00, deposit check \$1,000.00 (cashier's check);

Joseph Parylak, Jr., 2337 West Montana Avenue, Chicago, Illinois 60647: Amount bid \$1,500.00, deposit check \$150.00 (cashier's check);

Gerard J. Hall, 10336 South Kildare, Oak Lawn, Illinois 60453: Amount bid \$8,105.00, deposit check \$811.00 (cashier's check);

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$3,620.00, deposit check \$362.00 (cashier's check);

Remcord Management II, 1797 North Honore Street, Chicago, Illinois 60622: deposit check \$4,100.00 (cashier's check);

Morton S. Balaban, 2518 West Peterson Avenue, Chicago, Illinois 60659: Amount bid \$31,000.00, deposit check \$3,100.00 (cashier's check);

7/13/88

MISCELLANEOUS BUSINESS

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Burton S. Gilberg; 62 West Huron Street, Chicago, Illinois 60610: Amount bid \$6,000.00, deposit check \$600.00 (certified check).

3838 South Wabash Avenue.

Anthony F. Johnson, 4343 North Clarendon Avenue, No. 1309, Chicago, Illinois 60613: Amount bid \$5,500.00, deposit check \$550.00 (money order).

Adjournment.

Thereupon, Alderman Smith moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, July 27, 1988 at 10:00 A.M., in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.



WALTER S. KOZUBOWSKI,
City Clerk.

