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

COPY

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

Regular Meeting--Wednesday, May 22, 1991

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore.

Absent -- Aldermen Madrzyk, Coleman, Gabinski, Cullerton, Stone.

Call To Order.

On Wednesday, May 22, 1991 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Mazola, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Garcia, Laski, Miller, Medrano, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore -- 38.

Quorum present.

The Honorable Richard M. Daley, Mayor, requested that the record reflect Alderman Coleman, Alderman Gabinski and Alderman Cullerton were absent due to illness.

Invocation.

Father Walter McNicholas of Saint Rita High School opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE MRS. KATHRYN C. ROCK.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the memory of Mrs. Kathryn C. Rock.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Mrs. Kathryn C. Rock, loving mother of Illinois Senate President Philip J. Rock and Chicago Police Sergeant Michael M. Rock, died Monday, May 13, 1991; and

WHEREAS, She was the devoted wife of the late Joseph Rock and the proud mother of two sons who grew up to dedicate their lives to public service; and

WHEREAS, Born and raised in Chicago, she was an exemplary citizen and worked as a legal secretary for five decades; and

WHEREAS, Mrs. Rock once worked for lawyer James Dooley before he became an Illinois Supreme Court Justice and also worked in her son's law offices; and

WHEREAS, Survivors include a sister, Marjorie Knudsen and eight grandchildren: Kathleen, Meghan, Colleen, John, Michael, Jillayne, Jennifer and Joseph; and

WHEREAS, Her death brings great sadness to her family and many friends, who will forever remember her love, devotion and goodwill; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this twenty-second day of May, 1991, feel deep sorrow over the passing of Mrs. Kathryn C. Rock and extend our sincerest condolences to her family; and

Be It Further Resolved, That suitable copies of this resolution be presented to Senator Philip J. Rock and Sergeant Michael M. Rock as a measure of our respect and esteem for their mother, Kathryn C. Rock.

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

Rules Suspended -- TRIBUTE TO LATE DR. HENRY P. RUSSE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the memory of Dr. Henry P. Russe.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Henry P. Russe, M.D., recently appointed Interim Provost of Rush University and Vice-President, Rush-Presbyterian-St. Luke's Medical Center, died Friday, May 10, 1991; and

WHEREAS, Dr. Russe made many outstanding contributions in the field of medicine and medical education; and

WHEREAS, His distinguished career at Rush Medical Center spanned twelve years; he joined the faculty and staff in 1979, as Assistant Vice-President for Medical Affairs and Associate Dean for Medical Sciences and Services; and

WHEREAS, Dr. Russe was named Vice-President and Dean in 1981, the twelfth head of Rush Medical College, and held the faculty rank of Professor of Internal Medicine; and

WHEREAS, Prior to joining Rush Medical Center, Dr. Russe was affiliated with the University of Chicago Medical Center since 1976 where he became Chief of Staff and Associate Vice-President for the medical center, and in 1968, he was Chief of Medicine at Columbus and Cuneo Hospitals and Vice-President of Internal Medicine from 1976 to 1979; and

WHEREAS, A native of Indianapolis, Indiana, Dr. Russe was a graduate of Indiana University and The University of Chicago Medical School, and trained as an immunologist and allergist; and

WHEREAS, He served with the United States Infantry during the Korean War and was decorated with the Combat Infantry Badge, the Bronze Star and the Korean Service Medal with five battle stars; and

WHEREAS, Dr. Russe was the loving husband of Pastora San Juan Cafferty; devoted father of Paul Russe, Catherine M. Russe, Sarah J. Russe and Thomas R. Russe; grandfather of Megan Claire and Hannah Marie Russe; and brother of Mary Anne Sipe and Nellie Knight; and

WHEREAS, The sudden death of Dr. Russe brings great sadness to his family, many friends and colleagues, and is a great loss to the medical and scientific community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this twenty-second day of May, 1991, feel deep sorrow over the passing of Dr. Henry P. Russe, and extend our sincerest condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to Dr. Henry P. Russe's family as a token of our sorrow at their loss.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to state that he had been friends with Dr. Russe for many years. Recalling that Dr. Russe had served as a role model for many young doctors, the Mayor also observed that Dr. Russe regarded his profession as one whose essence was providing service and care to people. Mayor Daley then extended his personal condolences to the wife of Dr. Russe and to all the members of the doctor's family.

Rules Suspended -- SALUTE TO CHICAGO HOUSING AUTHORITY'S MIDNIGHT BASKETBALL LEAGUE AND CHAIRMAN VINCE LANE, LEAGUE COMMISSIONER, GIL WALKER AND ORIGINAL TEAM SPONSOR MICKEY GITLITZ.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution saluting the Chicago Housing Authority's Midnight Basketball League.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The Chicago Housing Authority's Midnight Basketball League was established as an attempt to curb violence in some of Chicago's toughest public housing complexes; and

WHEREAS, The league, which consists of sixteen teams with one hundred sixty young men, ages eighteen to twenty-five, from the Henry Horner and Rockwell Gardens developments, is designed to provide a positive activity for young public housing residents between 10:00 P.M. to 2:00 A.M. when crime is at its peak; and

WHEREAS, Midnight Basketball began as a pilot program in February, 1990 and is modeled after a similar program in suburban Washington D.C., which is credited with reducing crime; and

WHEREAS, The league also provides its one hundred sixty players with free monthly haircuts, clothing discounts, monthly bus passes, drug education and job counseling; and

WHEREAS, The C.H.A. hopes to extend the program to all nineteen of its developments and eventually establish programs across the country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this twenty-second day of May, 1991, salute the Chicago Housing Authority's Midnight Basketball League for helping hundreds of young men focus their energies in a positive direction; and

Be It Further Resolved, That we extend our gratitude to the dedicated leadership of Vince Lane, chairman of C.H.A., Gil Walker, league commissioner, and Mickey Gitlitz, one of the original team sponsors, for working to break the cycle of crime, poverty and dependence that plagues life in public housing; and

Be It Further Resolved, That suitable copies of this resolution be presented to Vince Lane, Gil Walker, and Mickey Gitlitz's family as a token of our appreciation and admiration.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to introduce to the Council: Mr. Gil Walker, Commissioner of the Midnight Basketball League; Mr. Frank Burks, Director of the Midnight Basketball League; Ms. Sandra Harris, Director of Residential Organization; Mr. Fred Rosen, sponsor of the league's team champions, "The Heat"; team sponsors Mrs. Hazel Gitlitz, Ms. Allison Perkins and R. J. Reynolds; Midnight Basketball League staff members Mr. Mike Mosley and Mr. Andre Wakefield; and league athletes, Messrs. Daron White, Garvin Johns, Renard Edwards, Keith Campbell, Garry Collay and Roosevelt Smith.

Praising the concept of providing young people with positive activity through athletics, Mayor Daley then expressed his appreciation of those citizens and business people who take an active role through their sponsorship of the Midnight Basketball League teams.

Rules Suspended -- AMENDMENT OF TITLE 2, CHAPTER 152, SECTION 071 OF MUNICIPAL CODE OF CHICAGO CONCERNING ELIGIBILITY FOR EMPLOYMENT BENEFITS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance to amend Section 2-152-071 of the Municipal Code of Chicago, concerning eligibility for employment benefits.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed ordinance:

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

SECTION 1. Section 2-152-071 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

2-152-071. Eligibility for benefits. No individual employed by the City of Chicago shall be eligible for medical coverage, dental coverage, vision

care coverage or life insurance under any plan of the city unless the individual is paid an annual salary equal to or greater than the salary level for a grade 1, step 1 employee as set forth in schedule B of the personnel classification and pay plan issued by the Department of Personnel. *This section shall not apply to persons employed (a) as foster grandparents prior to June 1, 1984, and continuously since that date; or (b) under the return-to-work program conducted by the Department of Personnel.*

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

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore -- 41.

Nays -- None.

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

Referred -- APPOINTMENT OF MR. GEORGE KOLODZIEJCZAK AS MEMBER OF SOUTHWEST DISTRICT HOME EQUITY COMMISSION (I).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- I hereby appoint George Kolodziejczak as a member of the Southwest District Home Equity Commission (I) for a term ending June 28, 1993 to succeed Theresa A. Lipinski who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 284 OF MUNICIPAL CODE OF CHICAGO RELATING TO STATE STREET MALL VENDORS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance revising Chapter 4-284 of the Municipal Code of Chicago with respect to State Street Mall vendors.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 13, CHAPTER 160 OF MUNICIPAL CODE OF CHICAGO TO PERMIT USE OF ELECTRONIC LOCKING SYSTEMS IN CERTAIN EXHIBITION FACILITIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Fire Commissioner, I transmit herewith an ordinance amending Chapter 13-160 of the Municipal Code of Chicago to permit the use of electronic locking systems in certain exhibition facilities, subject to limitations prescribed in the ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT FLOAT LOAN AGREEMENT WITH 62ND STREET LIMITED PARTNERSHIP FOR REHABILITATION OF TEN MULTI-UNIT BUILDINGS IN WEST WOODLAWN COMMUNITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a C.D.B.G. Float Loan Agreement between the City of Chicago and the 62nd Street Limited Partnership for the rehabilitation of 10 multi-unit buildings located in the West Woodlawn Community.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR INDEMNIFICATION AGREEMENT BETWEEN CHICAGO POLICE DEPARTMENT AND CHICAGO PARK DISTRICT REGARDING USE OF SOUTH SHORE COUNTRY CLUB FACILITIES FOR MOTORCYCLE TRAINING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing an agreement between the Chicago Police Department and the Chicago Park District to indemnify the Park District for the use of its facilities at South Shore Country Club for motorcycle training.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH ILLINOIS STATE LIBRARY TO ALLOW CITY ACCESS TO COMPUTERIZED BIBLIOGRAPHIC AND LIBRARY DATABASE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance authorizing execution of an agreement with the Illinois State Library, whereby the City of Chicago will gain access to a computerized bibliographic and library database.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF GRANT APPLICATION WITH ILLINOIS DEPARTMENT OF TRANSPORTATION (OPERATION GREENLIGHT PROGRAM) FOR CONSTRUCTION OF ELEVATORS IN ROOSEVELT/STATE SUBWAY STATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of a grant application with the Illinois Department of Transportation and authorizing the expenditure of $4,900,000 in State funds from the Operation Greenlight Program for the construction of elevators to make the Roosevelt/State Subway Station fully accessible for disabled persons.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR MAYOR OR HIS DESIGNEE TO DISCHARGE CITY'S RESPONSIBILITIES AS CO-SPONSOR OF BI-STATE POLICY COMMITTEE FOR SELECTION OF NEW AIRPORT SITE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the Mayor or his designee to discharge the responsibilities of the City of Chicago as a co-sponsor of the Bi-State Policy Committee for the selection of a site for a new airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LEASE OF OFFICE SPACE AT CHICAGO MIDWAY AIRPORT TO FEDERAL AVIATION ADMINISTRATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing a lease of office space at Chicago Midway Airport to the Federal Aviation Administration.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF HOWARD-PAULINA COMMERCIAL DISTRICT DEVELOPMENT COMMISSION REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning, I transmit herewith an ordinance approving the Howard-Paulina Commercial District Development Commission Redevelopment Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF CERTAIN PROPERTIES UNDER CHICAGO ABANDONED PROPERTY PROGRAM TO VARIOUS NOMINEES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Buildings Commissioner, I transmit herewith seven ordinances authorizing the transfer of properties under the Chicago Abandoned Property Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER TWENTY TO NEAR WEST SIDE CONSERVATION PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving Amendment No. 20 to the Near West Side Conservation Plan.

Also transmitted is a certified copy of Resolution No. 91-DUR-1, adopted by the Department of Urban Renewal Board on March 19, 1991, authorizing the Commissioner to request City Council approval of this ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 2551 -- 2557 SOUTH ARCHER AVENUE FOR USE AS PARK AND RIDE FACILITY AT SOUTHWEST TRANSIT HALSTED STREET STATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the acquisition of property located at 2551 -- 2557 South Archer Avenue for use as a park and ride facility serving rapid transit riders at the Southwest Transit Halsted Street Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF PROPERTY AT 102 -- 104 SOUTH CENTRAL AVENUE TO PLEASANT RIDGE MISSIONARY BAPTIST CHURCH.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving the sale of property located at 102 -- 104 South Central Avenue to Pleasant Ridge Missionary Baptist Church.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BIDS FOR PURCHASE OF VARIOUS CITY-OWNED PROPERTIES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances accepting bid proposals for various city-owned properties. The attached bid proposals were opened by the Department of General Services at public meetings held on April 17 and April 29, 1991.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REJECTION OF BIDS FOR PURCHASE OF VARIOUS CITY-OWNED PROPERTIES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances rejecting bid proposals for various city-owned properties. The attached bid proposals were opened by the Department of General Services at public meetings held on March 18, April 17 and April 29, 1991.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- LIST OF CITY CONTRACTS AWARDED TO COMPANIES DOING BUSINESS IN OR WITH REPUBLIC OF SOUTH AFRICA.

A communication from Mr. Alexander Grzyb, Acting Purchasing Agent, filed in the Office of the City Clerk, pursuant to Title 3, Chapter 68, Section 086 of the Municipal Code of Chicago, transmitting a list of City contracts awarded to companies doing business in or with the Republic of South Africa, which was *Placed on File.*

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF APRIL, 1991.

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

[Voucher payments printed on page 171 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on May 9, 1991, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 21, 1991, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the reconvened meeting held on May 9, 1991, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PERSONAL SERVICES PAID BY VOUCHER APRIL, 1991

NAME	ADDRESS	DEPT	TITLE	ACCT	RATE		MARCH 1991
BORUCKI, CHARLES	7409 W. 161 PL.	FIRE	FIREMAN	100	$4,184.48	B/P	$4,184.48
LAHEY, JAMES	1436 W. BELMONT	"	"	"	$1,806.12	"	$1,806.12
GOOSBY, LAWRENCE	1400 E. 55TH PL.	INSP SERV	HEARING OFC'R	"	$22.00	P/H	$3,872.00
LOLLINO, LAURIE	1919 N. NEWLAND	"	" "	"	$22.00	"	$3,872.00
RAYMON, MYLES	9226 S. BENNETT	"	" "	"	$22.00	"	$396.00
ZELEK, ROBERT	6852 NORTHWEST HWY	"	" "	"	$22.00	"	$176.00
MEISTER, CHRISTOPHER	1444 W. BERWYN	MAYORS OFC	ADMIN. ASST.	"	$4,000.00	P/M	$2,000.00
MULLINS, MARGARET	2039 PIMMIT DR.	"	" "	"	$9.00	P/N	$1,071.00
MCGRANE, GRANT	3523 W. 64TH	POLICE	POLICE OFC'R	"	$8,635.80	B/P	$8,635.80
PATTERSON, TYRONE	4047 W. ADAMS	"	" "	"	$16,173.40	"	$16,173.40
PATTON, PARIS	5433 S. HYDE PARK	"	" "	"	$34,997.30	"	$34,997.30

RPS;jlp

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:

County of Cook, State of Illinois -- to classify as an Industrial Planned Development Number 119, as amended, instead of an M2-3 General Manufacturing District and an Industrial Planned Development Number 119 the area shown on Map No. 6-I bounded by:

West 26th Street; the west line of the right-of-way of the Pittsburg Cincinnati Chicago and St. Louis Railway and the west line of the Chicago and Illinois Western Railroad; West 31st Street; West 31st Boulevard; South California Boulevard; a line 1,600 feet south of the south line of West 26th Street; and a line 760 feet east of the east line of South California Boulevard. [Subarea "A" being described as beginning at the intersection of the north line of West 31st Boulevard (said north line being 283 feet north of and parallel with the south line of said southeast quarter) with the east line of South California Boulevard (said east line being 283 feet east of and parallel with the west line of said southeast quarter); thence north 00 minutes 00 seconds east on said east line of South California Boulevard 715.08 feet; thence south 89 degrees 50 minutes 30 seconds east 1,031.42 feet; thence south 0 degrees 00 minutes 00 seconds west 327.96 feet to a point of curve; thence southeasterly on an arc of a circle convex to the west, having a radius of 272.58 feet, a distance of 214.08 feet to a point of tangency; thence south 45 degrees 00 minutes 00 seconds east 24.83 feet to a point of curve; thence southerly on the arc of a circle convex to the east, having a radius of 227.42 feet, a distance of 178.62 feet to a point of tangency; thence south 0 degrees 00 minutes 00 seconds west 9.28 feet to the north line of

said West 31st Street; thence south 89 degrees 48 minutes 58 seconds west on last described line 1,195.42 feet to a point of beginning.]

Christopher Dermody, c/o John Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 15-L bounded by:

North Elston Avenue; a line 125 feet northwest of and parallel to North Luna Avenue; the alley next southwest of and parallel to North Elston Avenue; the alley next east of and parallel to North Central Avenue; a line 400 feet north of and parallel to West Bryn Mawr Avenue; North Central Avenue; the alley next southwest of and parallel to North Elston Avenue; and a line 200 feet northwest of and parallel to North Luna Avenue.

Dunmore Builders and General Contractors, Inc. -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 9-N bounded by:

West Cornelia Avenue; the alley next east of North Natoma Avenue; and a line 121.48 feet south of West Cornelia Avenue and North Natoma Avenue.

Stuart T. Edelstein, attorney and agent for D. Daniel Doyal -- to classify as a C1-1 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 16-D bounded by:

a line 75 feet north of East 70th Street; South Dorchester Avenue; East 70th Street; and the alley next west of and parallel to South Dorchester Avenue.

Hispanic Housing Development Corp. -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-I bounded by:

a line 300.26 feet north of West Thomas Street; the alley next east of and parallel to North Francisco Avenue; West Thomas Street; and North Francisco Avenue.

Paul A. Kolpak -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 1-H bounded by:

West Superior Street; a line 95.67 feet west of North Leavitt Street; the alley next south of and parallel to West Superior Street; and a line 240 feet west of North Leavitt Street.

Reliable Steel Rule Die Company -- to classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 9-I bounded by:

a line 96 feet north of and parallel to West Roscoe Street; the alley next east of and parallel to North Kedzie Avenue; West Roscoe Street; and North Kedzie Avenue.

Raymond Reynolds -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-L bounded by:

West Eddy Street; a line 186.08 feet west of North Cicero Avenue; a line 102.15 feet south of West Eddy Street; and a line 296.08 feet west of North Cicero Avenue.

Patrick J. Weirich -- to classify as an R5 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 9-P bounded by:

a perpendicular line 125 feet 0 inches long starting at a point 170 feet 0 inches northeast of the east line of North Pittsburgh Avenue and ending at the alley next southeast of and parallel to West Forest Preserve Drive; the alley next southeast of and parallel to West Forest Preserve Drive; the alley next south of West Forest Preserve Drive; North Pittsburgh Avenue; and West Forest Preserve Drive.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Aetna Life & Casualty Insurance Company and William Ferkaluk, Allstate Insurance Company (4), Eric L. Harmon, Arthur Lee, Randall S. Louis and David Sullivan, A Joy Ent. Inc., (Doing business as Addison Superette), Aminoff Janet R., American Ambassador Casualty Company and Andrew Davis, American International Insurance Company and John M. Trainer, American Service Insurance Company and Regina Lambert, Anderson Harrison G., Aratex Services, Inc., Arikpo James U.;

Banks Mildred D., Barrera Pablo G., Berns Eric G., Better Built Lumber Co., Bibbs Laverne, Bieszczat John C., Blair Lester J., Bolden James, Bottke Melinda M., Buzo Marcial;

Carr Courtney B., Celoupek Vlasta, Chin Walker, CIGNA/INA Insurance Company and Jack Dahlman, Coleman Elwin, Constitutional Casualty Company (2), Pamela Masek and Anita A. Lorenzo, Cooper Alphonso T., Craig Mary E.;

Davis Joan;

Emery Corrine M., Enterprise Rent-A-Car;

Flemister Albert C., Frankel Alissa G.;

Gianopolus Stacy L., Godden Scott;

Heffernan James K., Hernandez Francis, Hernandez Javier, Hill Andrew J., Hillenbrands Paula;

Jackson Paul A.;

Kazupski Edward J., Kinnie-Green Bernadine R., Knechtges Company;

Labant James W., Lee Timothy E., LeVert Kelsey M., Limos "R" Us, Inc.;

Malecke Kathryn M., Matthew Eva, McNally Donald and Carolynn, Mell Jesse L., Muczynski Bruno J.;

Orthal Cynthia J., Ortiz Juan, Owens Willie H.;

People's Gas Light and Coke Company, Phillips Lorraine, Pignataro Anthony D., Porm Harry F., Porter Eugenia A., Prudential Property and Casualty Insurance Company and Karen Malling;

Quadri Syed A.;

Ricketts Mary E., Rodriguez Reuben;

Safeway Insurance Company and Louis Tolliver, Stanfield Retuis, State Farm Insurance Company (10), Robert Brongiel, Susan Gannon, Charles Garmon, Jackson Arthur, Verica Filic and Michael Ksiazel, Debra M. Eggers, William Thompson, Robert L. Tucker, Gloria Winemiller, and Dan Wolf, Steed Wesley, Stokes Joseph P.;

Trager Marcia M., Traina Philip.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY AT 900 WEST 45TH STREET APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 900 West 45th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, By virtue of this amendment, a new class known as 6(b) was added to said ordinance for incentive abatement purposes; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which real estate property proposed for Class 6(b) designation is located by lawful resolution, approve such real estate to be appropriate for incentive abatement; and

WHEREAS, New construction has been proposed for the real estate located at 900 West 45th Street in Chicago, Illinois and Chicago Enterprise Zone II; and

WHEREAS, The new building proposed for 900 West 45th Street will be used for processing raw paper, will qualify; 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, The the real estate located at 900 West 45th Street is hereby approved as appropriate for incentive abatement under Class 6(b) of the Cook County Real Property Assessment Classification Ordinance that had become effective October 1, 1984; and

Be It Further Resolved, That this resolution shall be effective immediately after its passage.

GOVERNOR JAMES EDGAR AND ILLINOIS GENERAL ASSEMBLY URGED TO RECONSIDER PROPOSED STATE OF ILLINOIS 1992 BUDGET CUTS AND TO MAINTAIN FUNDING FOR PROGRAMS ESSENTIAL TO CITY'S LESS FORTUNATE PERSONS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution opposing the proposed State of Illinois budget cuts, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Governor James Edgar has proposed that more than $500 Million be cut from the State of Illinois 1992 budget; and

WHEREAS, The overwhelming majority of the proposed budget cuts will adversely affect low- and moderate-income people in Illinois, many of whom live in the City of Chicago; and

WHEREAS, Governor James Edgar has proposed eliminating General Assistance to 78,000 poor Chicagoans, all medical assistance to the working poor, all energy assistance to families receiving welfare grants and employment programs for recipients of General Assistance; and

WHEREAS, The budget cuts proposed by Governor James Edgar will cause excessive human hardship and will add to the burdens of Chicago taxpayers on whom responsibility for essential human services will eventually fall; and

WHEREAS, Governor James Edgar has proposed cutting in half Chicago's share of the income tax surcharge, adding a further burden to Chicago homeowners and businesses; and

WHEREAS, The budget cuts proposed by Governor James Edgar fall disproportionately on those least able to sustain them, while leaving unaffected other state-funded programs; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the Governor of the State of Illinois and the members of the General Assembly of the State of Illinios are memorialized to address the state's financial problems in a more equitable and humane manner and, to the greatest extent possible, to maintain funding for basic support, medical treatment, employment and life support programs absolutely needed by Chicago's less fortunate citizens; and

Be It Further Resolved, That the Mayor of the City of Chicago is urged to take a strong leadership role in forging a financial plan for the State of Illinois that protects the city's financial interest and the human needs of Chicago residents.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH METRO-CHICAGO SPORTS STADIUM JOINT VENTURE FOR ACQUISITION AND CONSTRUCTION OF INDOOR STADIUM FOR PROFESSIONAL SPORTS AND ENTERTAINMENT EVENTS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Redevelopment Agreement with Metro-Chicago Sports Stadium Joint Venture to facilitate the acquisition and construction of an indoor stadium for professional sports and entertainment events on the near west side of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

Alderman Burke moved to *Substitute* for the proposed ordinance transmitted with the foregoing committee report. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Burke, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:36 A.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a political subdivision, body politic and municipal corporation created and existing under the Constitution and laws of the State of Illinois (the "State"); and

WHEREAS, The City is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois with a population in excess of 2,000,000; and

WHEREAS, The General Assembly of the State of Illinois has enacted the Sports Stadium Act (the "Act") for the purpose of facilitating the acquisition and construction of an indoor stadium for professional sports and entertainment events on the near west side of the City (the "Project"); and

WHEREAS, In order to assist in the development of the Project and in order to promote the economy of the City and the general welfare of the people of the State, the Act authorizes the City to acquire by "Quick-Take" eminent domain proceedings certain real property located on the near west side of the City to be commenced before July 1, 1992; and

WHEREAS, Metro-Chicago Sports Stadium Joint Venture, an Illinois general partnership (the "Venture") has proposed that the City authorize the execution and delivery of a Redevelopment Agreement (the "Agreement") with the Venture, substantially in the form attached hereto as Exhibit A; and

WHEREAS, The Agreement requires the City to acquire title to certain property (the "Project Property") necessary for the Project including ancillary parking and related uses in accordance with a Redevelopment Schedule; and

WHEREAS, Failure to acquire the property required for the Project expeditiously would unduly delay or render construction of the Project impossible; 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 incorporates by this reference the recitals set forth above and adopts them as its findings.

SECTION 2. It is hereby determined that the Project Area delineated on (Sub)Exhibit A and legally described in the Act and in (Sub)Exhibit B of the Redevelopment Agreement which is incorporated herein by this reference be established as the site for the construction of the Project (the "Project Area").

SECTION 3. It is hereby found and determined that it is necessary and desirable that the City acquire title to, and convey to the Venture, certain real property located within the Project Area, which parcels will be specifically identified in a written notice to be provided by the Venture to the City as provided in the Agreement.

SECTION 4. It is hereby found and declared that the property comprising the Project Area is necessary and useful for the construction and maintenance of the Project including related facilities and ancillary parking, and that the acquisition of such real property is needed on an accelerated basis.

SECTION 5. The City Council hereby finds that it is necessary and desirable that all of the real property comprising the Project Area (except such portion thereof which is owned or controlled by the Venture) be acquired on an expedited basis and in connection therewith the City adopts the following Redevelopment Schedule for acquisition and construction:

Redevelopment Schedule.

1. Priority Area I.

   (a) Completion of acquisition by the City of all parcels on or before October 1, 1991;

   (b) Conveyance of title to the Venture on or before October 15, 1991;

   (c) Substantial demolition of all structures on or before January 1, 1992;

(d) Installation and construction of utilities and infrastructure improvements as provided on (Sub)Exhibit D of the Agreement and attachments thereto;

(e) Substantial completion of all pre-construction activities, architectural drawings, engineering and environmental analyses, surveys, and site preparation, on or before April 30, 1992;

(f) Commencement of construction of the Project on or before May 1, 1992; and

(g) Substantial completion of construction of Project on or before September 1, 1994.

2. Priority Area II.

(a) Substantial completion of acquisition by the City of all parcels on or before March 1, 1992;

(b) Conveyance of title to the Venture on or before April 1, 1992;

(c) Substantial demolition of all structures on or before May 1, 1992;

(d) Installation and construction of utilities and infrastructure improvements as provided in (Sub)Exhibit D of the Agreement and attachments thereto;

(e) Commencement of construction of the Project on or before June 1, 1992; and

(f) Substantial completion of Project on or before September 1, 1994.

SECTION 6. The Corporation Counsel is hereby authorized, empowered, and directed to negotiate and to make offers and enter into settlements on behalf of the City with the owner or owners of the above-described real property for the purchase thereof by the City.

SECTION 7. In the event that the Corporation Counsel is unable to agree with the owner or owners of such real property as to the compensation to be paid therefor, then title to and possession of such real property shall be acquired by the City through condemnation, and the Corporation Counsel is hereby authorized, empowered and directed to institute proceedings in a court of competent jurisdiction to acquire title to and possession of such real

property of the City in accordance with the eminent domain laws of the State and in the manner provided by Article VII of the Code of Civil Procedure, including the exercise of "Quick-Take" powers pursuant to Sections 7-102 through 7-112 of the Code. No property shall be acquired by eminent domain which was, on January 1, 1989, owned, leased, used or occupied by the Chicago Board of Education, The Chicago Housing Authority, the Chicago Park District or any unit of local government.

SECTION 8. The City Council hereby approves the sale and conveyance of the Project Property to the Venture for the establishment, development, improvement, construction, and maintenance of the Project for an amount determined in accordance with the Agreement. The Corporation Counsel is directed to prepare deeds necessary to convey title to such Property to the Venture, and the Mayor under seal of the City, affixed and attested by the City Clerk, is authorized to execute and deliver such deed to the Venture.

SECTION 9. The Mayor or his proxy is authorized to execute on behalf of the City a Redevelopment Agreement with the Venture substantially in the form of (Sub)Exhibit A attached hereto and related documents necessary and appropriate to carry out its terms subject to the approval of the Corporation Counsel.

SECTION 10. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Redevelopment Agreement.

Metro-Chicago Sports Stadium.

This Redevelopment Agreement ("Agreement"), dated _____, 1991, is made by and between the City of Chicago, an Illinois municipal corporation (the "City"), having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602 and Metro-Chicago Sports Stadium Joint Venture, an Illinois general partnership (the "Venture"), having its principal office at 680 North Lake Shore Drive, Chicago, Illinois, 60611.

Recitals:

Whereas, The legislature of the State has enacted the Sports Stadium Act, as defined herein, for the purpose of facilitating the private development and construction of an indoor stadium for professional sports and entertainment events on the near west side of the City; and

Whereas, The legislature has determined that it is an appropriate and desirable public purpose for government to assist and cooperate in such development and construction in order to stabilize and reduce the risks and burdens associated therewith, stimulate economic activity through the creation of jobs, promote community renewal through the alleviation of inadequate and substandard housing and other social problems, install new and lasting infrastructure and other improvements, and retain and attract sports and entertainment events which generate economic activity; and

Whereas, In order to accomplish the purposes of the Act, the legislature has authorized a municipality with a population in excess of 2,000,000 to acquire, by eminent domain proceedings commonly referred to as "Quick Take", commenced before July 1, 1992 the immediate vesting of title to real or personal property or interests in real or personal property located in the Project Area, as defined herein, necessary for the development of the Project, as defined herein; and

Whereas, The Venture proposes to construct a new sports and entertainment facility within the Project Area, as defined herein, that will achieve the public purposes contemplated by the Act; and

Whereas, The Venture has made substantial efforts to acquire property located within the Project Area by voluntary negotiations and owns or controls a significant number of the parcels to be acquired but has been unable to complete the acquisition of all property required for the development of the Project; and

Whereas, The Redevelopment Schedule for the development and construction of the Priority Areas, as defined herein, comprising the Project is as follows:

Redevelopment Schedule.

1. Priority Area I.

(a) Completion of acquisition by the City of all parcels for which notice to acquire has been given to the City by the Venture as provided in Section VI hereof on or before October 1, 1991;

(b) Conveyance of title to the Venture on or before October 15, 1991;

(c) Substantial demolition of all structures on or before January 1, 1992;

(d) Installation and construction of utilities and infrastructure improvements as provided on (Sub)Exhibit D hereof and attachments thereto;

(e) Substantial completion of all pre-construction activities, architectural drawings, engineering and environmental analyses, surveys, and site preparation, on or before April 30, 1992;

(f) Commencement of construction of Project on or before May 1, 1992; and

(g) Substantial completion of construction of Project on or before September 1, 1994.

2. Priority Area II.

(a) Substantial completion of acquisition by the City of all parcels for which notice to acquire has been given to the City by the Venture as provided in Section VI hereof on or before March 1, 1992;

(b) Conveyance of title to the Venture on or before April 1, 1992;

(c) Substantial demolition of all structures on or before May 1, 1992;

(d) Installation and construction of utilities and infrastructure improvements as provided in (Sub)Exhibit D hereof and attachments thereto;

(e) Commencement of construction of Project on or before June 1, 1992; and

(f) Substantial completion of Project on or before September 1, 1994.

Whereas, In order for the Project to proceed in accordance with the foregoing Redevelopment Schedule, it is necessary for the City to acquire,

through the exercise of eminent domain powers, the property required for the Project which the Venture does not own or control or cannot acquire by voluntary negotiations (the "Project Property"); and

Whereas, The Venture has requested that the City facilitate the development and construction of the Project by acquiring, at the Venture's expense, the Project Property through the exercise of eminent domain powers and providing infrastructure improvements and other assistance as described in this Agreement; and

Whereas, The City is a home rule municipality pursuant to Article VII of the Constitution of the State of Illinois and as such may legislate regarding matters which relate to its local government and affairs;

Now, Therefore, In consideration of the premises and the mutual obligations of the parties hereto, each of them hereby agrees with the other as follows:

Definitions.

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

1. "Acquisition Costs and Expenses" means the costs and expenses of acquiring the Project Property pursuant to the exercise of the power of eminent domain including, but not limited to (a) just compensation to acquire Project Property pursuant to judgment orders entered in eminent domain proceedings including statutory interest and court costs; (b) statutory abandonment costs resulting from the abandonment of any eminent domain proceedings filed by the City to acquire Project Property; and (c) other costs and fees incurred in order to acquire Project Property, including special assistant corporation counsel fees, survey charges, title charges, court costs, publication costs, appraisal fees and trial expenses (expert witness fees, special assistant corporation counsel fees, exhibits, transcripts, and similar items), provided, however, that Acquisition Costs and Expenses shall not include salaries and other administrative costs and expenses of the City.

2. "Act" means the Sports Stadium Act, as amended, approved and effective as of July 26, 1989 (Ill. Rev. Stat., 1989, Ch. 85, Section 6031 et seq.)

3. "Commissioner" means the duly appointed Commissioner of the Department of Planning of the City.

4. "Corporation Counsel" means the duly appointed chief executive officer of the Department of Law of the City.

5. "Department" means the Department of Housing of the City.

6. "Dwelling" means the place of permanent or customary and usual residence of a person, including a single-family house, a single-family unit in a multi-family or multi-purpose property or any other residential unit.

7. "Eligible Tenant" means a person who is head of a household and has the temporary use and occupancy, as of April 1, 1990 and continuously thereafter through the date hereof, of (a) real property owned by another to be acquired by the Venture or (b) Project Property to be acquired by the City; provided, however, that (x) no person who has been ordered to move by a court of competent jurisdiction or who is in occupancy without the permission of the owner of the building shall be considered an Eligible Tenant; (y) no Resident Owner nor any unmarried minor child thereof shall be considered an Eligible Tenant; and (z) each household (i.e., a group of persons, related or unrelated, who live together as a single-family and who intend to relocate to a single apartment or other dwelling) shall have only one Eligible Tenant.

8. "Escrow Agent" means the title insurance company acting in its capacity as escrowee that is selected and appointed by written agreement of the Venture and the Corporation Counsel.

9. "Fair Cash Market Value" means the opinion of value of property established by the Venture supported by the presentation and analysis of relevant market data as of a specific date by an independent, impartial, qualified appraiser.

10. "Letter of Credit" means the unconditional, irrevocable letter of credit to be provided by the Venture in accordance with the provisions of Section IV hereof.

11. "Negotiated Purchase Price" means (a) with respect to Resident Owners as defined herein of property to be acquired by the Venture in Priority Areas I and II, the greater of (x) the Fair Cash Market Value as defined herein plus $30,000 in lieu of Relocation Assistance, or (y) $75,000 for a single-family house, $100,000 for a two-flat and $130,000 for a three-flat or larger, inclusive of Relocation Assistance; and (b) with respect to Nonresident Owners, the Fair Cash Market Value of the property.

12. "Nonresident Owners" means owners of property required for the Project (whether vacant, commercial, industrial or residential) who are not Residential Owners.

13. "Priority Area I" means the area depicted on (Sub)Exhibit A hereof and legally described on (Sub)Exhibit B hereof.

14. "Priority Area II" means the area depicted on (Sub)Exhibit A hereof and legally described on (Sub)Exhibit B hereof.

15. "Project" means the development, construction and improvement of an indoor sports stadium including ancillary parking and related uses for professional sports and entertainment events on the near west side of the City pursuant to the Act as depicted on the Site Plan attached as (Sub)Exhibit C hereof.

16. "Project Area" means an area located on the near west side of Chicago as depicted on (Sub)Exhibit A and legally described in the Act and (Sub)Exhibit B hereof.

17. "Project Budget" means the estimated cost of acquiring, developing, constructing and improving the Project to be prepared by the Venture and submitted to the City as provided in Section VI(B) hereof.

18. "Project Property" means the real estate to be acquired by the City on behalf of the Venture for conveyance to the Venture for construction of the Project due to the Venture's inability to acquire such property through voluntary negotiations.

19. "Quick Take" means the exercise by the City of its power of eminent domain to acquire real or personal property located within the Project Area by immediate vesting of title pursuant to the Act and Sections 7-102 through 7-112 of the Code of Civil Procedure, as amended. (Ill. Rev. Stat., 1987, Ch. 110)

20. "Relocation Agreement"means the written agreement, if any, to be entered by the Venture and the Department describing, inter alia, the relocation services to be provided by the Department and the compensation to be paid therefor by the Venture.

21. "Relocation Assistance" means the services and payments to be provided to Resident Owners and Eligible Tenants who are displaced as a result of the Project due to the acquisition of Project Property by the City, as more fully described in Section VII hereof.

22. "Replacement House" or "Replacement Housing" means alternative Dwellings to be constructed by the Venture for Resident Owners in Priority Areas I and II displaced from Dwellings acquired by the Venture for the Project in lieu of payment of the Negotiated Purchase Prices, as more fully described in Section VII hereof.

23. "Resident Owners" means property owners occupying, as of April 1, 1990 and continuously through the date hereof, Dwellings in Priority Areas I and II to be acquired by the Venture or the City for the Project.

24. "Site Plan" means the preliminary design plan for the Project referred to on (Sub)Exhibit C hereof.

25. "State" means the State of Illinois.

26. "Uniform Act" means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations promulgated thereunder, as amended.

Section I.

Incorporation Of Recitals.

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

Section II.

Representations And Warranties Of The Venture.

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

(a) No litigation or proceedings are pending or, to the best of the Venture's knowledge, threatened against the Venture or any

party affiliated with the Venture which could: (i) affect the ability of the Venture to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of the Venture.

(b) There are no pending environmental, civil, criminal or administrative proceedings relating to the Venture, or to the best of the Venture's knowledge, to the Project Area, and the Venture has no knowledge of any threatened proceedings or any facts or circumstance relating to the Project, Project Property or the Venture which may give rise to any such proceedings in the future.

(c) The execution, delivery and performance by the Venture of this Agreement does not constitute or would not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Venture or any party affiliated with the Venture is a party or may be bound or affected, or a violation of any law or court order which may affect the Project, any part thereof, any interest therein or the use thereof.

(d) The Venture is a duly organized and existing Illinois general partnership under the laws of the State of Illinois.

(e) The parties executing this Agreement on behalf of the Venture have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained herein.

Section III.

Representations And Warranties Of The City.

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

Section IV.

Letter Of Credit.

To ensure prompt payment of the Venture's obligations pursuant to this Agreement, the Venture, within seven business days following the date hereof, will deposit an unconditional, irrevocable Letter of Credit in form and substance satisfactory to the City in the sum of $5,000,000 in an escrow to be established by the parties with the Escrow Agent. The Letter of Credit shall provide that the surety shall neither cancel nor fail to renew such Letter of Credit without prior written notice to the City.

When the parties agree that the estimated cost of acquiring the remainder of the Project Property is $10,000,000 or less, the amount of the Letter of Credit may be reduced from $5,000,000 to an amount which represents 30% of the estimated cost of acquiring the remaining parcels, provided, however, that such reductions shall occur not more than once during any 120-day period. The Letter of Credit shall be canceled and delivered by the Escrow Agent to the Venture when final orders awarding just compensation have been entered and compensation paid to acquire all of the Project Property and any costs payable by the Venture pursuant to the Relocation Assistance Agreement have been paid.

The City may draw on the Letter of Credit to pay Acquisition Costs and Expenses and Relocation Assistance, if any, pursuant to the Relocation Agreement, if the Venture fails to pay or reimburse the City funds expended for such Acquisition Costs and Expenses and Relocation Assistance within 10 business days following written notice, accompanied by an itemized statement, by the City.

Section V.

Plans And Specifications.

The Venture agrees to construct the Project substantially in accordance with the Site Plan attached hereto and incorporated herein by reference as Exhibit C. The construction documents including plans and specifications for the work to be performed will be developed substantially in conformance with the Site Plan.

Execution of this Agreement by the City does not constitute approval of building permits or approvals required pursuant to any other ordinance of the City including, but not limited to, the Chicago Zoning Ordinance or the quality, structural soundness or the safety of the Project. The City, however,

agrees to assist the Venture in expeditiously obtaining all necessary approvals, including building permits, City utility connections, and the like, affecting the Project.

Section VI.

Land Acquisition.

A. Parcels To Be Acquired By The Venture.

Promptly upon execution of this Agreement, the Venture shall make a good faith effort to consummate the acquisition of property located within Priority Areas I and II required for the Project on a voluntary basis. The parties agree that this Agreement shall not apply to purchase contracts entered into with property owners prior to the date hereof. For purchase contracts entered into between the Venture and property owners subsequent to the date hereof, the parties agree that the price to be offered by the Venture through its direct negotiations with owners thereof, will be as follows:

(1) for Resident Owners, the Negotiated Purchase Price as defined herein, or in lieu thereof, Replacement Housing as described in Section VII-B hereof, and

(2) for Nonresident Owners, the Fair Cash Market Value of the property to be acquired.

In addition to the offer prices indicated above, the Venture will pay reasonable closing expenses incurred by owners in the sale of such property to the Venture, including recording fees, transfer taxes, title, escrow and similar expenses incidental to conveying the property, provided, however, that the Venture will not be required to pay any legal fees, costs or expenses required to perfect title to the property.

B. Parcels To Be Acquired By The City.

1. Priority Area No. I.

Within 30 days following the date hereof, the Venture shall provide the Corporation Counsel with written notification of the parcels located in

Priority Area No. 1 which have been, or will be, acquired by the Venture on a voluntary basis. Such notice shall also identify the remaining parcels within Priority Area No. I required for the Project, and request that the City acquire title to such parcels on behalf of the Venture, through the exercise of "Quick Take" eminent domain proceedings.

2. Priority Area No. II.

Prior to and as a condition precedent to the filing by the City of "Quick Take" eminent domain proceedings to acquire Project Property in Priority Area II, the Venture will provide the City with the following documents:

(a) the Project Budget as defined herein;

(b) plans and specifications in sufficient detail for the Venture to obtain financing for the Project; and

(c) evidence of financial capability to complete the Project, including a commitment for equity capital and a commitment for adequate financing for completion of the Project in form and substance satisfactory to the City.

In addition to the foregoing documentary requirements, the City will not be obligated to initiate eminent domain proceedings to acquire property in Priority Area II, and this Agreement may be terminated by the Venture in its sole discretion, in the event that:

(i) the City Council of the City fails to approve a Planned Development amendment of the Zoning Ordinance to permit the construction of the Project on or before November 1, 1991; or

(ii) the City fails to execute an agreement with the State of Illinois to provide funding for the installation of the infrastructure improvements as provided on (Sub)Exhibit D hereof on or before November 1, 1991; or

(iii) the City Council fails to amend the Chicago Amusement Tax substantially in conformance with Section XIII hereof on or before November 1, 1991.

In the event of termination by the Venture due to the nonoccurrence of any of the foregoing conditions precedent within the time period specified, the Venture's obligation shall be limited to payment of Acquisition Costs and Expenses as defined herein.

Assuming the timely performance of the foregoing conditions precedent and that the Venture is not in default pursuant to Section XXIV hereof, the City shall commence eminent domain proceedings to acquire Project Property in Priority Area No. II within 30 days following written request and notification by the Venture.

3. Procedural Requirements For Priority Areas Nos. I And II.

The Venture shall cooperate with the Corporation Counsel by providing surveys, title commitments and any other documents reasonably required in order to institute eminent domain proceedings. The Corporation Counsel shall establish any appraisal procedures deemed necessary, provided, however, that such procedures shall not unreasonably delay commencement of acquisition of the Project Property by "Quick Take" eminent domain proceedings.

Within 10 days following the respective notices described above, the Corporation Counsel shall mail offer letters to the owners of Project Property. In the event the City's offer letter is not accepted within 15 days, the City shall commence eminent domain proceedings to acquire Project Property by "Quick Take" as soon thereafter as practicable. The Corporation Counsel will prosecute the eminent domain proceedings diligently in accordance with applicable "Quick Take" procedures and endeavor to enter preliminary findings of compensation for the Project Property within sixty (60) days following the filing of the Complaint to Condemn.

The Venture shall pay or reimburse the City for all Acquisition Costs and Expenses incurred by the City in connection with the acquisition of the Project Property within 10 business days following written notice, accompanied by an itemized statement, and request by the City. In the event the Venture fails to pay such amounts within the period specified herein, the City shall have the right to draw on the Letter of Credit for payment as provided in Section III of this Agreement.

Section VII.

Relocation Assistance.

A. Direct Payments.

1. Amounts Payable To Owners.

a. Resident Owners of property acquired by the Venture in Priority Areas I and II shall receive, in lieu of Relocation Assistance, a flat sum included in the Negotiated Purchase Price namely, $30,000, which amount is anticipated to exceed the sum allowable by the Uniform Act.

b. Resident Owners of property acquired by the City through the exercise of eminent domain shall be entitled to receive Relocation Assistance in an amount determined in accordance with the provisions of the Uniform Act in lieu of the $30,000 flat sum to be paid by the Venture.

c. Non-resident Owners will not be entitled to Relocation Assistance.

2. Amounts Payable To Eligible Tenants. Eligible Tenants who are displaced as a result of acquisition activities by the Venture or the City shall receive Relocation Assistance payments in accordance with the Uniform Act and the procedures and policies established by the Department.

3. Administrative Provisions. Upon completion of relocation for each of the Priority Areas, the Department will provide the Venture with a certificate of vacancy and a statement itemizing the costs, if any, incurred by the Department in connection with such relocation pursuant to the Relocation Agreement, if any. The Venture shall reimburse the Department for all relocation expenses set forth in the statement as provided in the Relocation Agreement.

B. Replacement Housing

In lieu of the Negotiated Purchase Price, Resident Owners of property acquired by the Venture may request a new, replacement home to be provided by the Venture in substantial conformity with the plans and drawings on file with the City. Replacement Housing shall be completed within 180 days following acquisition of such Resident Owners' property by the Venture. Resident Owners selecting Replacement Housing shall be required to take possession thereof within 15 days following issuance of a certificate of occupancy by the City.

The City agrees to convey lots to the Venture or its designee from its real estate inventory for the construction of Replacement Housing at a cost of $1 per lot. The location of such lots and the date of conveyance shall be mutually agreeable to the Venture and the City.

Section VIII.

"For Sale" Housing Units.

The Venture shall arrange for the construction of up to 75 new "For Sale" Housing Units substantially in conformity with plans and drawings reasonably acceptable to the City; provided, however, that the Venture will not be required to arrange for the construction of more than 6 units until the first 4 units are sold at an amount equal to the total cost thereof, including, but not limited to, site work, landscaping, construction costs, architectural and engineering fees, surveys and marketing costs. Additional units will be financed and built in increments of six, in the same manner. Priority in the sale of such units will be given to persons residing within the Project Areas as of the date hereof.

The City agrees to convey lots to the Venture or its designee from its real estate inventory for the construction of "For Sale" Housing at a cost of $1 per lot. The location of such lots and the date of conveyance shall be mutually agreeable to the Venture and the City.

Section IX.

Sale And Purchase Price.

The parties acknowledge the Venture's obligation to pay the purchase price of all parcels to be acquired by the City when title vests in the City. Consequently, the Venture will not be required to pay any additional sums when title is conveyed by the City to the Venture, provided, however, that the Venture shall certify, and the City shall confirm, that all amounts theretofore payable by the Venture for Acquisition Costs and Expenses including title and escrow charges as hereinafter provided have been paid at or prior to conveyance of the Project Property.

Section X.

Conveyance Of Property.

The City shall convey to the Venture fee simple title to the Project Property by Quitclaim Deed. The City shall deliver the deed or deeds to, and possession of, Project Property comprising (a) Priority Area I on or before

October 15, 1991, (b) Priority Area No. II, on or before April 1, 1992, and, if applicable, (c) the Adams Property, on or before July 1, 1993. Such dates (the "Closing Dates") may be adjusted as the Venture and the Corporation Counsel may reasonably agree.

In addition to the provisions of this Agreement, the conveyance and title shall be subject only to:

a. Covenants and restrictions required by this Agreement set forth in the Deeds;

b. The standard exceptions in an A.L.T.A. title insurance policy;

c. Taxes for the current year subsequent to the Closing Dates and subsequent years;

d. Easements, covenants and restrictions of record which cannot be extinguished by eminent domain proceedings and not shown of record;

e. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the Project; and

f. Title exceptions caused or waived by the Venture.

The City shall obtain the waiver of general real estate taxes accrued prior to the Closing Dates for Priority Areas I, II and the Adams Property, if applicable. The Venture will be responsible for taxes accruing after conveyance of the respective area comprising the Project Property.

The Venture shall promptly cause the Deeds for the respective Priority Areas to be recorded or registered, as applicable, among the land records of Cook County, Illinois. The Venture shall pay all costs for so recording or registering the Deeds.

All title examination, insurance and related costs and escrow charges will be paid by the Venture on or before the Closing Dates.

Section XI.

Environmental Conditions.

The City makes no representation concerning the environmental condition of the Project Property or its suitability for construction of the

Project. It shall be the responsibility of the Venture, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Project Property. The parties agree that the City shall have no responsibility to correct any environmental conditions discovered on the Project Property. The Venture agrees to make all reasonable efforts to place the Project Property in a condition suitable for the construction of the Project. The Venture additionally agrees to indemnify the City from any claim relating to the soil and environmental condition of the Project Property, and to undertake and discharge all liabilities of the City arising from any condition which may exist on the Project Property.

Section XII.

Infrastructure Improvements.

The City will provide, install and complete, without cost or expense to the Venture, the infrastructure improvements listed on (Sub)Exhibit D attached hereto and incorporated herein by reference. The City shall not be obligated to undertake the installation and construction of such infrastructure improvements unless and until the State executes a City/State agreement providing sufficient State funding for such work. The construction of such improvements will proceed in accordance with the construction schedule attached to (Sub)Exhibit D as Attachment I.

Section XIII.

Review Procedures.

Any prior ordinance to the contrary notwithstanding, the City hereby agrees that all streets and alleys within the Project Area that require vacation in order for the Project to be developed in accordance with the Site Plan will be vacated without compensation to the City. The Venture will be required to pay survey, appraisal and recording fees and title costs, if any, and to comply with the City's procedural requirements for processing any such vacations. The City will endeavor to expedite its review and approval of the Venture's request for any such vacations.

The City acknowledges that certain Building Code exceptions are required to permit efficient construction of the Project and will give due consideration thereto. The City will promptly review all building permit applications and use due diligence to advise the Venture of its approval in a timely manner.

Section XIV.

Planned Development.

The City hereby authorizes the Venture to include Project Property in the Venture's application to amend the Chicago Zoning Ordinance to permit the construction of the Project and will cooperate in executing any documents reasonably requested by the Venture in order to effectuate such application. The Venture shall file such application promptly upon the execution of this Agreement.

The Commissioner will take all necessary and appropriate action consistent with the Zoning Ordinance to promptly review the application of the Venture for a Planned Development. The Commissioner will cooperate in the proceeding with respect to the Planned Development and provide information as required by the Plan Commission.

Section XV.

Amusement Tax.

Pursuant to settlement agreements relating to *Chicago Professional Sports Partnership, Ltd.*, d/b/a *"The Chicago Bulls" vs. The Department of Revenue, City of Chicago, et al.*, No. 90 CH 03382, and related litigation, the City agrees to amend the Chicago Amusement Tax, as amended November 16, 1988, Chapter 104 et seq. of the Municipal Code of Chicago, to provide, in pertinent part, that exclusive of the admission fee or other charges paid for admission tickets, the taxable base of so-called luxury or supersuites or skyboxes shall be an amount equal to sixty percent (60%) of the admission fees or other charges (including, but not limited to, the gross lease or rental amount) paid for the privilege for using such suites or skyboxes in connection with an amusement.

Section XVI.

Additional Parking -- Malcolm X College.

The City acknowledges that the Venture has made significant site changes in order to minimize the impact of the Project upon the community. Consequently, the Project will require the use of existing parking spaces within or near the Project Area in order to comply with the Redevelopment

Schedule for Priority Area II referenced in the Recitals to this Agreement. The City agrees to use all reasonable efforts to encourage Community College District No. 508, County of Cook and State of Illinois, to enter into a long term lease or sublease for the use of its parking lot with the Venture at terms which are mutually beneficial to the parties.

Section XVII.

Commencement And Completion Of Project.

Upon receipt of the Deeds as provided in Section X hereof, the Venture shall promptly commence the activities required to be performed by it in order to implement the Redevelopment Schedule described in the Recitals of this Agreement. The Venture agrees, and the Deeds conveying the Project Property shall contain covenants, that the Venture and its successors and assigns shall promptly begin and undertake all reasonable efforts to diligently complete the Project within the time period specified in such Redevelopment Schedule.

It is intended and agreed, and the Deeds shall expressly provide, that the agreements and covenants for the Venture to begin and complete the Project as provided herein shall be covenants running with the land, binding for the benefit of the City, and enforceable by the City against the Venture, and its successors and assigns to the Project Property.

Section XVIII.

Certificate Of Completion.

Promptly after completion of the construction of the Project in accordance with this Agreement, the City shall furnish the Venture with an appropriate Certificate of Completion (the Certificate") in recordable form. The Certificate shall be a conclusive determination of termination of the covenants in this Agreement and the respective Deeds with respect to the obligation of the Venture to construct the Project.

Within 45 days after receipt of a written request by the Venture for the Certificate, the City shall provide the Venture with either the Certificate or a written statement indicating in adequate detail how the Venture has failed to complete the Project in substantial conformity with the plans and specifications submitted to the City for the issuance of the building permit for the Project or is otherwise in default, and what measures or acts will be

necessary for the Venture to take or perform in order to obtain the Certificate. If the City requires such additional measures or acts to issue the Certificate, the Venture shall resubmit a written request for the Certificate upon compliance with the City's requirements.

Section XIX.

Restrictions On Use.

The Venture agrees, and the Deeds for the Project Property shall contain covenants on the part of the Venture, that the Venture shall:

A. Devote the Project Property in accordance with the uses set forth in the Site Plan for a reasonable period of time which shall be not less than 20 years; and

B. Not discriminate based upon race, color, religion, sex, national origin or ancestry, age or handicap, military status, source of income or sexual orientation in the sale, lease, rental, use or occupancy of the Project.

Section XX.

Prohibition Against Transfer Of Project Property.

Prior to the completion of the Project as certified by the City, the Venture shall not sell, assign or convey any of its interests with respect to this Agreement or the Project Property without obtaining prior written approval of the Corporation Counsel, except that the Venture, without written approval of the City, may (a) mortgage the Project Property as provided in Section XXI hereof, or (b) convey all or a portion of the Project Property to an entity owned or controlled by one or more of the principals of the Venture upon submission of a revised Economic Disclosure Statement to the Corporation Counsel. Any such mortgage, conveyance, transfer or assignment shall be expressly subject to the terms and provisions of this Agreement.

Section XXI.

Limitation Upon Encumbrance Of Project Property.

Prior to the completion of the Project as certified by the City, neither the Venture nor any successor in interest to the Project shall engage in any financing or any other transaction which creates any mortgage or other encumbrance or lien upon the Project Property, except for the purposes of obtaining: (a) funds necessary to acquire property located within the Project Area, including, but not limited to, Acquisition Costs and Expenses; (b) funds necessary to construct and improve the Project and; (c) funds necessary to pay architects, surveyors, legal and title expenses and other incidental costs and fees attributable to the Project.

Section XXII.

Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of this Agreement to the contrary, the holder of any mortgage for all or a part of the Project Property (including any holder who obtains title to the Project or any part thereof as a result of foreclosure proceedings, or action in lieu thereof), shall not be obligated by the provisions of this Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvement provided or permitted in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. The mortgagee shall not be obligated to construct any "For Sale Housing Units" as described in Section VIII hereof. The City agrees that it will subordinate its right to repurchase the Project Property pursuant to subparagraph zz of Section XXIV to the rights of a first mortgage lender. Also, the City agrees to execute such other documents which may be reasonably required by a first mortgage lender which are not inconsistent with the terms of this Agreement.

Section XXIII.

Delays In Performance.

Neither the City nor the Venture shall be considered in breach of the obligations set forth in this Agreement in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond the control and without the fault or negligence of such party. In such event the time for the performance of the obligations affected thereby shall be extended for the period of the enforced delay, as determined by the parties, if the party seeking the extension shall request it in writing of the other party. In addition, the Venture and the City acting through the Corporation Counsel may agree, in writing, to extend the time for performance of any of the obligations herein for such period and upon such terms as may be reasonable under the circumstances.

Section XXIV.

Performance And Breach.

Except as otherwise provided in this Agreement, in the event of default by the City or the Venture in the performance of its obligations under this Agreement, the defaulting party upon written notice from the party not in default shall cure or remedy such default not later than 90 days after receipt of such notice. For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

(a) If, at any time, any representation or statement made by the Venture to the City is not true and correct in any material respect; or

(b) If the Venture fails to pay Acquisition Costs and Expenses upon written request of the City as provided in this Agreement and the amount of the Letter of Credit deposited with the Escrow Agent shall be insufficient to pay such amounts; or

(c) If the Venture defaults in fulfilling its obligations with respect to the commencement and completion of the Project or abandons or substantially suspends the construction work, and such default, abandonment, or suspension shall not be the result of any cause specified in this Agreement; or

(d) If the City fails to convey title to the Project Property to the Venture as provided herein; or

(e) If the City fails to install and construct the infrastructure improvements as provided in (Sub)Exhibit B.

If an event of default by the Venture occurs, which is not cured as provided herein, prior to the filing by the City of eminent domain proceedings to acquire Project Property located within Priority Area No. II, then the Venture shall be required:

(x) to pay all Acquisition Costs and Expenses as defined herein theretofore incurred which have not been paid; and

(y) to construct, or cause to be constructed, at its expense, up to 75 "For Sale" Affordable Homes as provided in Section VII of this Agreement.

If an event of default by the Venture occurs, which is not cured as provided herein, subsequent to the conveyance of title to Project Property located within Priority Area No. II, then the Venture will be required to perform the obligations specified in subparagraphs (x) and (y) of the immediately preceding paragraph and, in addition, the City shall have the right to elect any one of the following supplemental remedies:

(xx) to institute such proceedings in equity as may be necessary or desirable in its opinion to compel specific performance of this Agreement and the covenants contained in the Deeds; or

(yy) to require the Venture to reimburse the City for the costs of any infrastructure improvements installed for the Project, as identified in (Sub)Exhibit D hereof, which directly benefit the existing stadium use and, in the absence of the Venture's voluntary payment, to institute proceedings at law to obtain damages in an amount sufficient to pay such costs, provided, however, that this remedy shall be limited to the Venture's interest in the Project without personal liability against any person affiliated with the Venture; or

(zz) to repurchase, within 12 months following notice of default and failure to cure as provided herein, Project Property previously conveyed to the Venture for the cost of acquiring such Property, provided, however, that such re-acquired Project Property shall not be devoted to any use which is incompatible with the existing stadium.

If an event of default by the City occurs at any time during the term of this Agreement which is not cured as provided herein, then, so long as the Venture is not then in breach of its obligations under this Agreement, the Venture may institute such proceedings at law or in equity including specific performance as it deems necessary or desirable to cure and remedy such default or breach.

Section XXV.

Conflict Of Interest; City's Representatives.

The Venture warrants that no member, official or employee of the City shall have any personal interest, direct or indirect, in the Venture. No member, official, or employee of the City shall participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Venture 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 Venture or successor or on any obligation under the terms of this Agreement.

Section XXVI.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Section XXVII.

Equal Employment Opportunity.

The Venture, for itself, its successors and assigns, agrees to use its best efforts so that during the construction of the Project:

A. The Venture shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap. The Venture shall take affirmative action to ensure that applicants are employed and employees are treated during employment without discrimination based upon race, religion, color, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap, and are treated in a non-discriminatory manner with regard to all job related matters including, but not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Venture agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. To the extent practicable, the Venture is required to present opportunities for training and employment of lower income residents of the City and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.

C. In order to promote equality of opportunity for minority and female personnel with regard to the construction of the Project to the extent economically practicable the Venture will use its best efforts to comply with the following percentage goals of construction aggregated work hours:

a. 25% by minorities.

b. 5% by women.

D. All construction workers covered by this Agreement shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees, and helpers where applicable.

E. Salaried superintendents, clerical workers and security guards are excluded from the coverage of this Section. The Venture, in order to demonstrate compliance with the terms of this Agreement, will cooperate with and promptly and accurately respond to inquiries by the City regarding compliance with this Agreement.

F. The Venture will, in all solicitations or advertisements for employees placed by or on behalf of the Venture, state that all qualified applicants will receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap.

G. In order to provide opportunities for greater participation of minority-and-women-owned businesses, the Venture agrees to use its best efforts to implement an M.B.E/W.B.E. outreach and participation program incorporating the following goals, calculated as percentage of the total value of the Project:

A. 25% M.B.E.;

B. 5% W.B.E.

In calculating participation by M.B.E./W.B.E. firms, the "total value of the Project" shall equal the cost of construction and of contracts awarded to architectural and engineering firms.

H. Anything to the contrary notwithstanding, for the purpose of this Agreement, the Venture shall only be required to use its best efforts to comply with this Section. In no event shall the Venture be required to increase the cost of the Project as a result of efforts to comply with this Section. The Venture will retain the services of Stein & Co. to advise it and its contractors in regard to contract awards in order that the goals of this Section are met.

Section XXVIII.

Descriptive Headings.

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

Section XXIX.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Venture shall comply with all applicable City ordinances.

Section XXX.

Time.

Time is of the essence of this Agreement.

Section XXXI.

Notices.

Any notice, demand or request required or permitted to be given herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

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

With Copies To:

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

and

Earl L. Neal & Associates
111 West Washington Street
Suite 1010
Chicago, Illinois 60602
Attention: Earl L. Neal

If To Venture:

Metro-Chicago Sports Stadium
Joint Venture
680 North Lake Shore Drive
Chicago, Illinois 60611
Attention: Max Mohler

and

Chicago Professional Sports, Ltd.
Partnership
960 North Michigan Avenue
Suite 1600
Chicago, Illinois 60611
Attention: Jerry M. Reinsdorf

and

With Copies To:

Joyce & Kubasiak
Three First National Plaza
Suite 3900
Chicago, Illinois 60602
Attention: Daniel J. Kubasiak

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

Section XXXII.

No Third Party Beneficiary.

By execution of this Agreement, the parties do not intend to create any rights in any third parties.

Section XXXIII.

Counterparts.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Venture has signed and sealed the same on or as of the day and year first above written.

City Of Chicago

By: _____
Mayor

Attest:

_____
City Clerk

Approved As To Form And Legality:

_____
Corporation Counsel

Metro-Chicago Sports Stadium
Joint Venture

By: _____
General Partner

[(Sub)Exhibit "A" attached to this Metro-Chicago Sports Stadium Joint Venture Redevelopment Agreement printed on page 213 of this Journal.]

[(Sub)Exhibit "C" attached to this Metro-Chicago Sports Stadium Joint Venture Redevelopment Agreement is on file and available for public inspection in the Office of the City of Chicago Department of Planning.]

(Sub)Exhibits "B" and "D" attached to this Metro-Chicago Sports Stadium Joint Venture Redevelopment Agreement read as follows:

(Sub)Exhibit "B".

(To Metro-Chicago Sports Stadium Joint Venture Redevelopment Agreement, Beginning On Page 184 Of This Journal)

Legal Descriptions.

Project Area, Priority Area I And Priority Area II.

Parcel 1:

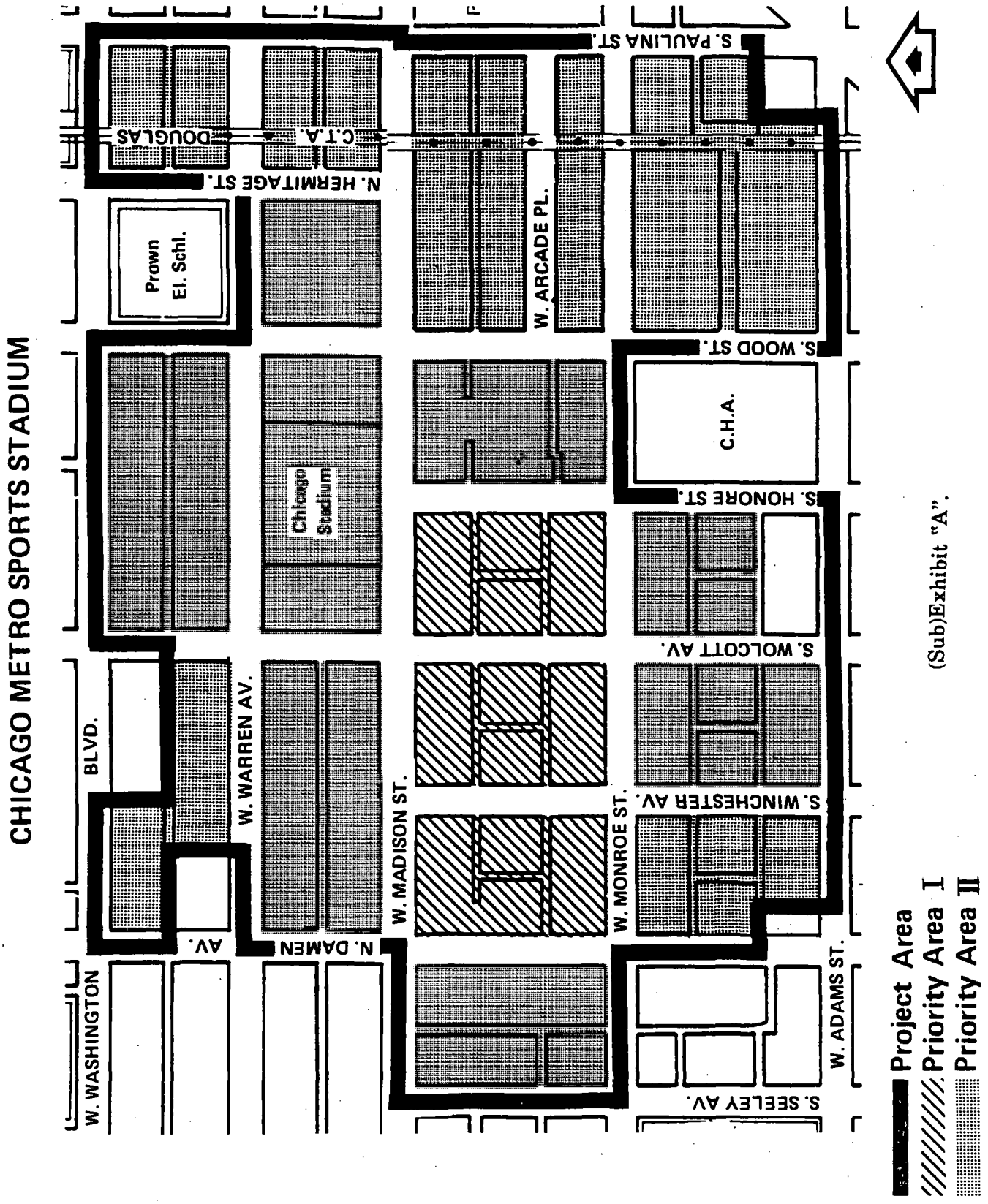
That part of Sections 7 and 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois bounded as follows:

on the north by the north line of Washington Street, on the east by the east line of Paulina Street, on the south by the south line of Adams Street and on the west by the west line of Damen Avenue;

(but excepting the block bounded on the north by the south line of Washington Street, on the east by the west line of Hermitage Avenue, on the south by the north line of Warren Boulevard and on the west by the east line of Wood Street;

also excepting the block bounded on the north by the south line of Monroe Street, on the east by the west line of Wood Street, on the south by the north line of Adams Street and on the west by the east line of Honore Street;

(Continued on page 214)



(Sub)Exhibit "A".

(Continued from page 212)

also excepting Lots 17 and 18 in Block 5 of Ashlands Second Addition to Chicago, a subdivision of the west half of the northeast quarter of said Section 18, in the west half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

also excepting the block bounded on the north by the south line of Washington Boulevard, on the east by the west line of Wolcott Avenue on the south by the north line of Warren Boulevard and on the west by the east line of Damen Avenue;

also excepting Lots 43 through 48 in H.H. Walker's Resubdivision of Blocks 12 and 13 in S.F. Smith's Subdivision of the northeast quarter of the northeast quarter in the east half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois).

Parcel 2:

Lots 14 through 24 and Lots 33 through 48, both inclusive, in the subdivision of Block 61 of Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The block bounded on the north by the south line of Madison Street, bounded on the east by the west line of Damen Avenue, bounded on the south by the north line of Monroe Street, bounded on the west by the east line of Seeley Avenue in the east half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Priority Area I.

The three blocks bounded on the north by the north line of Madison Street, on the west by the west line of Damen Avenue, on the east by the east line of Honore Street and on the south by the south line of Monroe Street.

Priority Area II.

That part of Sections 7 and 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois bounded as follows:

on the north by the north line of Washington Street, on the east by the east line of Paulina Street, on the south by the south line of Adams Street and on the west by the west line of Damen Avenue;

(but excepting the block bounded on the north by the south line of Washington Street, on the east by the west line of Hermitage Avenue, on the south by the north line of Warren Boulevard and on the west by the east line of Wood Street;

also excepting the block bounded on the north by the south line of Monroe Street, on the east by the west line of Wood Street, on the south by the north line of Adams Street and on the west by the east line of Honore Street;

also excepting Lots 17 and 18 in Block 5 of Ashlands Second Addition to Chicago, a subdivision of the west half of the northeast quarter of said Section 18, in the west half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

also excepting Lots 43 through 48 in H.H. Walker's Resubdivision of Blocks 12 and 13 in S.F. Smith's Subdivision of the northeast quarter of the northeast quarter in the east half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois);

also excepting Lots 1 through 13 and Lots 25 through 32, all inclusive, in the subdivision of Block 61 of Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

also excepting Lots 17 through 27, inclusive in Block 7 of Ashlands Second Addition to Chicago, a subdivision of the west half of the northeast quarter of said Section 18, in the west half of the northeast quarter of said Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois);

In addition to the above-described area, the block bounded on the north by the south line of Madison Street, bounded on the east by the west line of Damen Avenue, bounded on the south by the north line of Monroe Street, bounded on the west by the east line of Seeley Avenue in the east

half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "D".

(To Metro-Chicago Sports Stadium Joint Venture Redevelopment Agreement, Beginning On Page 184 Of This Journal)

City Of Chicago

Utility And Infrastructure Contributions

To The Project And Project Area.

Pursuant to Section XII of the Agreement, the City of Chicago has agreed to perform utility and other infrastructure work within the Project Area, as necessary to service the Project as more fully described below.

It is the intent of the City and Venture that the scope of the City utility and infrastructure contributions shall include the work as generally described in this (Sub)Exhibit D and attachments hereto. The City will be responsible for the design and construction of the infrastructure improvements set forth in this (Sub)Exhibit D. It is understood by the parties that the attachments to the (Sub)Exhibit may change as the Project engineering is finalized and that the work to be performed by the City will conform to those changes, as they may be agreed to by the parties. Also, all work to be performed by the City will be done pursuant to applicable City standards. The responsibility for the cost of this infrastructure shall be set forth in a separate City and State agreement which shall be entered into prior to November 1, 1991.

The City shall designate a representative authorized to act on the City's behalf with respect to the requirements of this (Sub)Exhibit D. This representative will be responsible for coordinating the activities of the various utilities and will be the Venture's point of contact with the City.

The time schedule set forth in Attachment I and as depicted in Attachment I A, describes milestone dates for the completion of certain City work. The City will coordinate the scheduling and completion of all its work

with that of the Venture so that the Project will not be delayed and that operation of the existing stadium will not be unreasonably interrupted.

All work contained in this agreement must be coordinated with the Venture to insure continuing service on an uninterrupted basis to all facilities related to the existing Chicago Stadium, construction of the Project and all properties adjacent to the Project Area.

The City shall be responsible for the removal of any hazardous substance or material which may be discovered on City property by it during the performance of its work as set forth in this (Sub)Exhibit D. The City shall require a private utility company to certify that it has complied with all applicable local, state or federal laws or regulations regarding the removal of any hazardous substance or material.

The Venture will provide shoring adjacent to the new stadium excavation along West Monroe and Madison Streets as required by normal construction practice to protect the streets and utilities. The City, however, will schedule the new street and utility work in this area after the excavation is restored to minimize the potential for damage to the new installations. The City agrees that it will not unreasonably require the Venture or its contractors to repair or replace damage to public-ways and infrastructure, caused by the Venture or its contractors, which is scheduled for replacement as set forth in this (Sub)Exhibit D.

1. Sewers. The Department of Sewers will abandon the existing lines in (1) South Honore Street, (2) South Wolcott Avenue, and (3) South Winchester Avenue all between West Madison Street and West Monroe Street. Abandoned sewer lines will be capped and left in place, or removed or filled along with the vaults and other appurtenances as further described in Attachment II.

   Existing sewers within the project area may be used by the Venture for the connection of parking lot drainage. The City will design and construct the sewer system to be compatible with the needs of the Project consistent with applicable City standards.

   The Department of Sewers shall follow normal procedures in regard to abandoned or discontinued service. The Department will take appropriate measures to maintain the integrity of the sewer system within the Project Area. All excavations shall be restored with compacted backfill of a suitable bearing to grade.

   Easement locations for sewers to remain within vacated streets or alleys shall be presented to the Venture for its approval. The City shall perform and be financially responsible for all utility

and infrastructure work necessary at these easement locations to coordinate with the Project.

The parties acknowledge that Attachment II was prepared from information provided by the Department of Sewers and that the City is responsible for the content thereof and shall perform its work pursuant thereto or as agreed to by the parties.

2. Water. The Department of Water will abandon the existing lines in (1) West Madison Street between Ashland Avenue and South Damen Avenue, (2) West Arcade Place between South Paulina Street and South Wood Street, (3) West Monroe Street between South Paulina Street and South Damen Avenue, (4) South Winchester Avenue between West Adams Street and West Madison Street, (5) South Wolcott Avenue between West Adams Street and West Madison Street, and (6) South Honore Street between West Madison Street and West Monroe Street. Abandoned South Honore between West Madison and West Monroe. Abandoned water lines will be capped and vaults and other appurtenances will be filled. The Department will add new, 12-inch water mains on (1) West Madison Street between Ashland Avenue and South Damen Avenue and (2) West Monroe Street between South Paulina Street and South Damen Avenue.

The Department shall follow normal operating and maintenance procedures in regard to abandoned and discontinued services. The Department will take appropriate measures to maintain the integrity of the system within the Project Area. All excavations shall be restored with compacted backfill of a suitable bearing to grade.

The abandonment or relocation of existing fire hydrants and the location of new fire hydrants as required is the responsibility of the City. All such work shall be coordinated with the appropriate City agencies and the Venture.

Easement locations for water services to remain within vacated streets or alleys shall be presented to the Venture for its approval. The City shall perform and be financially responsible for all utility and infrastructure work necessary at these easement locations to coordinate with the Project.

The parties acknowledge that Attachment III was prepared from information provided by the Department of Water and that the City is responsible for the content thereof and shall perform its work pursuant thereto or as agreed to by the parties.

3. City Electric. The City Bureau of Electricity will remove street lights from all vacated streets and alleys within the Project Area. The Bureau of Electricity will remove existing lights and provide new street lighting on all public right-of-ways, including new street lights on Madison Street as part of the new street improvements all as set forth on Attachment VII. The new street lighting will comply with normal City standards for the installation of new street lighting.

Easement locations for electric utilities, if any, to remain within vacated streets or alleys shall be presented to the Venture for its approval. The City shall perform and be financially responsible for all utility and infrastructure work necessary at these easement locations to coordinate with the Project.

The parties acknowledge that Attachment IV was prepared from information provided by the Bureau of Electricity and that the City is responsible for the content thereof and shall perform its work pursuant thereto or as agreed to by the parties.

4. Private Utility Companies. The City will use all reasonable efforts to effectuate an agreement with the following utility companies to perform, at their own cost, the following utility work in the boundaries of the Project Area:

A. Commonwealth Edison Company. Commonwealth Edison will abandon all overhead facilities within the Project Area. Abandoned overhead facilities will be completely removed including all utility poles, foundations, transformers, cable and other appurtenances.

Commonwealth Edison will provide risers and transformers to strategic locations throughout the new stadium as required by the Venture. This will include redundant service from two (2) substations with connected service at the west end of the new stadium.

At the time property is vacated, Commonwealth Edison shall remove all related services from said property. All fees required for the removal of these services shall be waived. All service within the Project Area will be abandoned except for that feeding the Chicago Housing Authority. Abandoned vaults, manholes and other appurtenances shall be removed and the excavation shall be restored with compacted backfill of a suitable bearing to grade.

Commonwealth Edison will be responsible for providing any protection or shoring required to protect its utility distribution system during the construction of the Project. Commonwealth Edison will coordinate with the Venture and its contractor(s) in order to have the required protection in place at the appropriate time. Any protection which is not in place will be provided by the Venture and backcharged to the appropriate party in order to allow the Project to proceed in a timely manner.

Easement locations, if any, for Commonwealth Edison to remain within vacated streets or alleys shall be presented to the Venture for its approval. The City shall perform and be financially responsible for all utility and infrastructure work necessary at these easement locations to coordinate with the Project construction.

The parties acknowledge that Attachment V was prepared based on information from City departments and Commonwealth Edison and that Commonwealth Edison shall perform its work pursuant thereto or as agreed to by the parties.

B. Peoples Gas, Light and Coke Company. Peoples Gas will abandon low and medium pressure mains and associated branch lines. Abandoned mains 12 inches or larger, vaults and other appurtenances will be capped and removed and the excavation shall be restored with compacted backfill of a suitable bearing to grade. Peoples Gas will install 12-inch steel, medium pressure mains in West Madison Street from South Wolcott Avenue to South Damen Avenue and in South Damen Avenue from West Madison Street to West Jackson Boulevard. (This work is to be done to maintain circulation in the existing 24-inch, medium pressure main that is to be vacated on South Wolcott Avenue.) Peoples Gas shall provide service for the new stadium as required by the Venture.

At the time property is vacated, Peoples Gas, Light and Coke Company shall cap and abandon all services at gas mains, whether such mains are abandoned or left in place. Peoples Gas shall also verify that all services to buildings past demolished have been capped and abandoned, and if not shall do so under this Agreement. All fees required for the removal of these services shall be waived.

Peoples Gas will be responsible for providing any protection or shoring required to protect its utility distribution system during the construction of the Project. Peoples Gas will coordinate with the Venture and its contractor(s) in order to have the required protection in place at the appropriate time. Any protection which is not in place will be provided by the Venture and back charged to the appropriate party in order to allow the Project to proceed in a timely manner.

Easement locations, if any, for Peoples Gas to remain within vacated streets or alleys shall be presented to the Venture for its approval. The City shall perform and be financially responsible for all utility and infrastructure work necessary at these easement locations to coordinate with the Project construction.

The parties acknowledge that Attachment VI was prepared based on information from City departments and Peoples Gas and that Peoples Gas shall perform its work pursuant thereto or as agreed to by the parties.

5. Additional Work:

A. Malcolm X College Lighting. In the event a lease is obtained pursuant to Section XVI of this Agreement, the City will upgrade lighting at the Malcolm X College parking lot. The City will also install lighting at the walkway from Malcolm X parking lot to the stadium site on the portion of South Wolcott Avenue from West Adams Street north to the Project Area. The design level of the lighting will provide for three (3) foot candles per square foot, evenly distributed throughout the area with a one (1) foot candle minimum.

B. Parking Lot Lighting. The City will provide lighting for the Stadium parking lots as shown on Attachment VII attached hereto. This will be accomplished with additional light fixtures added to the street lights previously described. The exact fixture type will be subject to approval by the Venture and the City. The lighting in these areas will be designed at three (3) foot candles per square foot, evenly distributed throughout the periphery of the parking lots adjacent to public right of ways for a minimum depth into the parking lot of one hundred (100) feet and a one (1) foot candle minimum.

C. Utility Charges and Maintenance. The City will maintain the lighting system set forth in 5A and 5B above and pay all utility costs related to their use. It is anticipated that, at a minimum, the lights will remain on from dusk to dawn on the nights of arena events.

D. Electricity Costs During Construction. The City will use its best efforts to enter into an agreement with Commonwealth Edison to provide electricity for use by the Venture during the construction period at the City's rate. The electricity will be used mainly for lighting, power and heat on the site. The Venture will enter into an agreement with the City to reimburse the City for this electric service charge, or to have these costs billed directly to its contractor.

E. Concrete Aprons. The City will install concrete aprons at all parking lot entrances, up to the property line, in accordance with the plan and specifications attached hereto as Attachment VIII A.

F. Parking Lot Curbs. The City will install parking lot curbs in accordance with the plan and specifications attached hereto as Attachment VIII A.

G. Street Side Curbs. The City will install streetside curbs in accordance with the plan and specifications attached hereto as Attachment VIII A.

H. Parking Meters. The City will remove, at no cost to the Venture, any existing parking meters on the remaining or vacated streets within the Project Area. There will be no additional or yearly fees due to possible lost revenue. In addition, the City and the Venture will coordinate a traffic pattern plan for the Project Area.

I. Concrete Paving. The City will provide concrete paving and sidewalks in accordance with the plans and specifications attached hereto as Attachment VIII A and VIII B.

J. Traffic Signals, Traffic Signs, Street Lighting. The City will remove and/or locate on a temporary basis traffic signals, traffic signs, street lights, etc. as required to coordinate with the construction of the Project.

K. Use of Sterns Quarry. The City will permit the Venture to dump landfill, concrete (without rebarb), bricks and mortar in Sterns Quarry at a fee of $4.50 per cubic yard.

6. Attachment IX A outlines the street improvements and Attachment IX B the landscaping improvements to be provided by the City. The City will coordinate this work with existing and new utilities in the affected streets, and make any repairs or improvements as required. The work to be performed will comply with normal City standards. Temporary patching of public right of ways will be provided by the responsible party, where utility work is performed and street resurfacing or reconstruction will not be performed soon thereafter, in order that normal and unrestricted use of that street can be maintained.

7. Attachment X outlines the streets and alley vacations necessary for the Project.

8. Attachment XI indicates the current zoning status of the proposed Project site. The Venture will be seeking a Planned Development for the Project Area in order to permit the development of the Project.

9. The City agrees that, in connection with its West Madison Street Improvement Project, it will reduce the width of Madison Street from Damen Avenue to Paulina Street to 44 feet. This is more fully described in Attachment XII.

[Attachment I to this Utility and Infrastructure Contributions Exhibit printed on page 227 of this Journal.]

[Attachments IA, II, III, IV, V, VI, VII, VIIIA, VIIIB, IXB, XI and XII to this Utility and Infrastructure Contributions Exhibit are on file and available for public inspection in the Office of the City of Chicago Department of Planning.]

Attachments IXA and X to this Utility and Infrastructure Contributions Exhibit read as follows:

Attachment IXA -- Street Improvements.

1.	Street Improvements	Scope Of Work
	Paulina, Lake to Adams	Reconstruction

1. Street Improvements	Scope Of Work
Wood, Lake to Adams	Reconstruction
Honore, Monroe to alley south of Adams	Reconstruction
Wolcott, Lake to Warren	Reconstruction
Hermitage, Lake to Warren	Reconstruction
Damen, Lake to Van Buren (*Note 1)	Reconstruction
Washington, Damen to Paulina	Reconstruction
Warren, Damen to Paulina	Reconstruction
Monroe, Wood to Ashland	Resurfacing
Adams, Damen to Paulina	Resurfacing
South Wolcott, Adams to site boundary	Reconstruction
South Honore turnaround at C.H.A. building	Reconstruction

2. Traffic Signal Modernization

Damen at Washington

Damen at Adams

Damen at Warren

Damen at Jackson

Paulina at Warren

---

* Note 1: Includes addition of 150-foot right turn lane at the Van Buren Street/Eisenhower Expressway on-ramp.

Ogden at Adams/Paulina

Paulina at Washington

Wood at Warren

Ashland at Monroe

Ogden at Monroe

Damen at Monroe

3. Madison Street Work -- See attached appendix from the 2/6/90 Barton Ashman report, previously provided to the City.

[Drawings associated with this Attachment IX -- Street Improvements are on file and available for public inspection in the Office of the City of Chicago Department of Planning.]

Attachment X -- Street And Alley Vacations.

(To Utility And Infrastructure Contributions Exhibit, Beginning On Page 216 Of This Journal)

1. Vacate South Wolcott Avenue from the alley north of West Adams Street to West Madison Street.

2. Vacate South Winchester Avenue from West Adams Street to West Madison Street.

3. Vacate West Monroe Street from South Wood Street to South Damen Avenue.

4. Vacate South Honore Street from West Monroe Street to West Madison Street.

5. Omitted.

6. Vacate West Arcade Place from South Wood Street to the west right-of-way line of the elevated train.

7. Vacate North Hermitage Street from West Madison Street to West Warren Boulevard.

8. Vacate North Wolcott Avenue from West Madison Street to West Warren Boulevard.

9. Vacate the alleys in the block bounded by West Adams Street, South Damen Avenue, West Monroe Street and South Winchester Avenue.

10. Vacate the alleys in the block bounded by West Adams Street, South Winchester Avenue, West Monroe Street and South Wolcott Avenue.

11. Vacate the alley south of West Monroe Street between South Wolcott Avenue and South Honore Street and the alley extending from this alley to the south approximately 120 feet.

12. Vacate the alleys in the block bounded by South Damen Avenue, West Madison Street, South Winchester Avenue and West Monroe Street.

13. Vacate the alleys in the block bounded by West Monroe Street, South Winchester Avenue, West Madison Street and South Wolcott Avenue.

14. Vacate the alleys in the block bounded by West Monroe Street, South Wolcott Avenue, West Madison Street and South Honore Street.

15. Vacate the alleys in the block bounded by West Monroe Street, South Honore Street, West Madison Street and South Wood Street.

16. Vacate the first alley south of West Madison Street from South Wood Street to the west right-of-way line of the elevated train.

17. Vacate the first alley north of West Madison Street from North Wood Street to the west right-of-way line of the elevated train.

18. Vacate the alley extending from North Wolcott Avenue to the west side of the existing stadium.

19. Vacate the first alley north of West Madison Street from North Damen Avenue to North Wolcott Avenue.

ATTACHMENT I
UTILITY AND INFRASTRUCTURE MILESTONE COMPLETION SCHEDULE

Description of Work	Area of Work and Date of Completion						
	All Project Work	Warren, Washington, Hermitage-Warren to Washington, Wood, Honore and Wolcott	Madison, Monroe, Adams, Paulina, Hermitage-Washington to Lake and Damen	Stadium and Parking Lots B, C, and F (Includes Monroe Vacation)	Parking Lots A,H,I,J,K, L and M	Parking Lots D,E and N	Parking Lot G
Sewers	----	01-Sep-93	01-Aug-94	01-Jan-92	01-Jun-93	01-Jun-94	01-Jun-95
Water	----	01-Sep-92	01-Sep-92	01-Jan-92	01-Jun-93	01-Jun-94	01-Jun-95
Street and Parking Lot Lighting Including Utility Charges and Maintenance	----	01-Sep-93	01-Aug-94	01-Jan-92	01-Jun-93	01-Jun-94	01-Mar-95
Commonwealth Edison	----	01-Sep-93	01-Aug-94	01-Jan-92	01-Jun-93	01-Jun-94	01-Mar-95
Peoples Gas, Light and Coke Company	----	01-Sep-93	01-Sep-93	01-Jan-92	01-Jan-92	01-Jan-92	01-Jun-95
Malcolm X College Lighting Including Utility Charges	01-Jan-92	----	----	----	----	----	----
Electricity Costs During Construction	01-Mar-92	----	----	----	----	----	----
Concrete Aprons	----	01-Sep-93	01-Aug-94	----	----	----	----
Parking Lot Curbs	----	----	----	01-Aug-94	01-Sep-93	01-Aug-94	01-Aug-95
Street Side Curbs	----	01-Sep-93	01-Aug-94	----	----	----	----
Parking Meter Removal	01-Jan-92	----	----	----	----	----	----
Concrete Sidewalks	----	01-Sep-93	01-Aug-94	----	----	----	01-Aug-95
Concrete Stadium Plaza	01-Jul-94	----	----	----	----	----	----
Street Improvements	----	01-Sep-93	01-Aug-94	----	----	----	01-Aug-95
Street and Alley Vacations	----	----	----	01-Jan-92	01-Jun-93	01-Jun-94	----
Landscaping	01-Aug-94	----	----	----	----	----	----

wsaschd2

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS DEVELOPMENT FINANCE AUTHORITY FOR REALLOCATION OF CITY'S 1991 PRIVATE ACTIVITY BOND ALLOCATION FOR ACQUISITION AND REHABILITATION OF APARTMENT COMPLEX AT 1448 NORTH SEDGWICK STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the reallocation of $20,000,000 of the City's private activity bond allocation for 1991 to the Illinois Development Finance Authority for the purpose of financing the rehabilitation of a building located at 1448 North Sedgwick Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Internal Revenue Code of 1986 provides that the amount of private activity bonds which may be issued by the City of Chicago (the "City") as constitutional home rule unit is equal to its population multiplied by $50.00; and

WHEREAS, The Illinois Private Activity Bond Allocation Act, Ill. Rev. Stat. Chapter 17, paragraph 6851, et seq., provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, The Illinois Development Finance Authority ("I.D.F.A.") is authorized to issue bonds to finance industrial projects or public purpose projects in the State of Illinois pursuant to the provisions of the Illinois Development Finance Authority Act, Ill. Rev. Stat., Chapter 48, paragraph 850.01, et seq. (the "Act"); and

WHEREAS, The City has available unused 1991 volume cap for such purpose; and

WHEREAS, Light Associates, an Illinois partnership-information (the "Partnership"), desires to arrange for the financing of the acquisition and rehabilitation of a 628-unit apartment complex located at 1448 North Sedgwick Street in Chicago and known as the "Town and Garden Apartments" (the "Project"); and

WHEREAS, The Partnership anticipates that $35,000,000 of the cost of the Project would be financed with the proceeds of bonds (the "I.D.F.A. Bonds") to be issued by I.D.F.A., the interest on which would be excluded from federal income taxation under the Internal Revenue Code of 1986, as amended; and

WHEREAS, The City of Chicago (the "City") has been requested by I.D.F.A. to reallocate $20,000,000 in volume cap to I.D.F.A. so that I.D.F.A. may issue the I.D.F.A. Bonds to finance the Project; and

WHEREAS, The Act provides, among other things, that I.D.F.A. may not issue bonds relating to the financing of an industrial project located within the jurisdiction of any municipality unless (1) notice of the proposed project and the financing therefor is submitted to the corporate authorities of the municipality, and (2) such corporate authorities, within 45 days after mailing the notice either fail to notify I.D.F.A. of any resolution disapproving such project or notify I.D.F.A. that such municipality has adopted a resolution approving such project ("45-Day Notice Period"); and

WHEREAS, The City has also been requested by I.D.F.A. to notify I.D.F.A. of the City's approval of the Project in connection with the issuance of the I.D.F.A. Bonds; and

WHEREAS, The reallocation of volume cap to I.D.F.A. will enable I.D.F.A. to issue the I.D.F.A. Bonds to finance the Project, resulting in 628 newly rehabilitated housing units in the City and the Partnership has informed I.D.F.A. that the Project, after completion, is expected to result in the creation of nine new jobs in Chicago; now, therefore,

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

SECTION 1. Consent to Reallocation to I.D.F.A. The City hereby irrevocably agrees to reallocate to I.D.F.A. $20,000,000 of its private activity bond allocation for calendar year 1991.

SECTION 2. Intergovernmental Agreement. The City Comptroller is authorized to execute an intergovernmental agreement with I.D.F.A. consenting to such reallocation on behalf of the City as authorized hereby.

SECTION 3. Maintaining Record. The City Comptroller is authorized and directed to maintain a record of such reallocation for the term of the bonds issued pursuant to such reallocation.

SECTION 4. Notice. The Mayor or the City Comptroller shall provide a notice of such reallocation to the Office of the Governor.

SECTION 5. Approval of Project. Pursuant to the Act, the City Council of the City approves the Project and waives the City's right under the 45-Day Notice Period.

SECTION 6. Notice to I.D.F.A. The Mayor or the City Comptroller is authorized to notify I.D.F.A. that the City Council has approved the Project and waived the City's rights under the 45-Day Notice Period.

SECTION 7. Effective Date. This ordinance shall be effective from and after its passage.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH BRANDENBURG INDUSTRIAL SERVICE COMPANY FOR RECONSTRUCTION OF PUBLIC WAY IN VICINITY OF WEST ELEANOR STREET, BETWEEN SOUTH THROOP STREET AND SOUTH LOOMIS STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with Brandenburg Industrial Service Company for the repair of the public way in the vicinity of Eleanor Street, between Throop Street and Loomis Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has heretofore received Community Development Block Grant Funds ("C.D.B.G. Funds") for the purpose, in part, of funding a

City program entitled the Business Infrastructure Assistance Program (the "Program"); and

WHEREAS, The Program is designed to promote the revitalization of commercial and industrial areas of the City through the timely implementation of physical improvements; and

WHEREAS, The eligible improvements under the Program may include all elements of public infrastructure which require either new installation, repair, replacement or relocation; and

WHEREAS, In order to leverage the amount of C.D.B.G. Funds currently available and appropriated to the City and to maximize the use of those funds, the Program is structured to require that the private sector and the City share the costs of each specific infrastructure project, provided that the amount of the City share not exceed 50% of those Program costs; and

WHEREAS, The Brandenburg Industrial Service Company ("Brandenburg") has requested that the City undertake the repair of the public way in the vicinity of Eleanor Street between Throop Street and Loomis Street (the "Project"); and

WHEREAS, Brandenburg has agreed to commit up to $250,000 as the amount of its private share of the Program costs of the Project; now, therefore,

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

SECTION 1. The City Council of the City hereby accepts and appropriates the amount of $250,000 or such amount as may actually be received from Brandenburg for the Project, provided that in no event shall such amount constitute less than 50% of the Program costs for the Project.

SECTION 2. The Comptroller of the City is hereby directed to disburse the C.D.B.G. funds and the private share funds as required to carry out the Project.

SECTION 3. The Mayor, the Commissioners of the Departments of Public Works and Economic Development, the Comptroller and the Purchasing Agent, as the case may be, are authorized to approve or execute, and the City Clerk to attest, subject to the review of the Corporation Counsel, applications, contracts/agreements and amendments thereto pertaining to the Project, all in accordance with applicable federal, state and local requirements.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR EXECUTION OF AMENDMENT TO AMENDED AND RESTATED REDEVELOPMENT LOAN AGREEMENT FOR CHINATOWN SQUARE PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending the amended and restated redevelopment loan agreement for the Chinatown Square Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City") on February 6, 1991 reviewed and approved the execution of an Amended and Restated Redevelopment Loan Agreement - Chinatown Square Project (the "Agreement"); and

WHEREAS, Continental Bank, N.A., as the construction lender and the Chinese American Development Corporation, as the developer have requested that the City subordinate its first mortgage interest in the Middle Property (as defined in the Agreement) to a parking easement covering a portion of the Middle Property; and

WHEREAS, The Department of Economic Development ("D.E.D.") has reviewed and approved this request; now, therefore,

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

SECTION 1. The Commissioner of D.E.D. is authorized to enter into and execute such documentation as may be necessary to subordinate the City's first mortgage interest in the Middle Property (as defined in the Agreement) to a parking easement covering a portion of the Middle Property, subject to the review and approval of the Corporation Counsel.

SECTION 2. This ordinance shall be effective by and from the date of its passage.

EXPANSION OF BOUNDARIES FOR PROPOSED ENTERPRISE ZONE FOUR.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the enlargement of the boundaries of Enterprise Zone IV which is located on the north side of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 16, 1983 passed an ordinance establishing Proposed Enterprise Zone 4 appearing on Council Journal pages 3991 to 3993 and amended and appearing in the November 6, 1985 Journal of Council Proceedings on pages 21504 to 21507; and amended and appearing in the July 29, 1987 Journal of Council Proceedings on pages 2715 to 2718; and amended and appearing in the September 14, 1988 Journal of Council Proceedings on pages 17237 to 17240; and amended and appearing in the October 25, 1989 Journal of Council Proceedings on pages 6432 and 6434 to 6438; and amended and appearing in the October 3, 1990 Journal of Council Proceedings on pages 21495 to 21499; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1989 Ch. 67 $\frac{1}{2}$, Section 601, et seq.) to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone 4 will increase the development and rehabilitation of the depressed areas on the near north side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone 4 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the ordinance designating "Zone 4" as a Proposed Enterprise Zone appearing in the December 16, 1983 Journal of Council Proceedings on pages 3991 to 3992; and amended and appearing in the November 6, 1985 Journal of Council Proceedings on pages 21504 to 21507; and amended and appearing in the July 29, 1987 Journal of Council Proceedings on pages 2715 to 2718; and amended and appearing in the September 14, 1988 Journal of Council Proceedings on pages 17237 to 17238; and amended and appearing in the October 25, 1989 Journal of Council Proceedings on pages 6432 and 6434 to 6435; and amended and appearing in the October 3, 1990 Journal of Council Proceedings on pages 21496 to 21497 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Zone 4", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 4: beginning at the corner of Kedzie Avenue and Grand Avenue; continuing southeast on Grand Avenue and then east on Grand Avenue to Ogden Avenue; then running northeast on Ogden Avenue to the Kennedy Expressway; then running northwest on the Kennedy Expressway to *Belmont Avenue; then running west on Belmont Avenue to Central Park Avenue; then running north on Central Park Avenue to the Kennedy Expressway; then running northwest on the Kennedy Expressway* to Cumberland Avenue; then proceeding south along Cumberland Avenue to Berwyn Avenue; then proceeding west along Berwyn Avenue to the west edge of Delphia Avenue; then proceeding south along the west edge of Delphia Avenue to Foster Avenue; then running west on Foster Avenue extended to relocated Mannheim Road; then running north along the west edge of relocated Mannheim Road to Higgins Road; then running northwest along Higgins Road and vacated Higgins Road to the west line of the east 10 acres of the west half of the northeast quarter of Section 31, Township 41 North, Range 12 East of the Third Principal Meridian extended south; then running north along said west line to the north line of aforesaid northeast quarter of Section 31; then commencing at the point of intersection of the north line of the aforesaid northeast quarter of Section 31 with the west line of east 10 acres of the west half of the aforesaid northeast quarter of the northeast quarter of Section 31; thence

south, along said west line of the east 10 acres, a distance of 216.77 feet to the point of beginning of the tract described herein; thence east, along a line drawn perpendicular to the last described line, 935.00 feet; thence south, along a line drawn perpendicular to the last described line, 925.00 feet; thence west, along a line drawn perpendicular to the last described line, 935.00 feet to the point of intersection with the aforesaid west line of the east 10 acres of the west half of the northeast quarter of the northeast quarter of Section 31; thence north, along said west line, 925.00 feet to the hereinabove designated point of beginning, in Cook County, Illinois; then south along the west line of said east 10 acres and said line extended south to vacated Higgins Road; then southeast along vacated Higgins Road and Higgins Road to Mannheim Road; then south along Mannheim Road and the west edge of Old Mannheim Road extended to Foster Avenue extended; then proceeding east on Foster Avenue extended to the west edge of Delphia Avenue; then proceeding north on the west edge of Delphia Avenue to Berwyn Avenue; then proceeding east along Berwyn Avenue to Cumberland Avenue; then proceeding north along Cumberland Avenue to the Kennedy Expressway; then running southeast on the Kennedy Expressway to *Addison Street* [to Logan Boulevard; then proceeding northeast on Logan Boulevard to Diversey Avenue; then running east on Diversey Avenue to the east side of the Chicago River; then running north along the Chicago River, to Belmont Avenue; then proceeding west on Belmont Avenue to California Avenue; then running north on California Avenue to Addison Street;] then proceeding east on Addison Street to the west side of the Chicago River; then proceeding north along the west side of the Chicago River to Byron Street; then west on Byron Street to California Avenue; then north on California Avenue to Irving Park Road; then running east on Irving Park Road to the east side of the Chicago River; then running north along the east side of the Chicago River to Berteau Avenue; then east on Berteau Avenue to Campbell Avenue; then south on Campbell Avenue to Addison Street; then east on Addison Street to Western Avenue; then south on Western Avenue to Clybourn Avenue; then running southeast on Clybourn Avenue to Wellington Avenue; then east on Wellington Avenue to Wolcott Street; then running north on Wolcott Street to Sunnyside Street; then west on Sunnyside Street to Damen Avenue; then north on Damen Avenue to Wilson Avenue; then east on Wilson Avenue to [Hermitage Avenue] *Wolcott Street*; then north on [Hermitage Avenue] *Wolcott Street* to Balmoral Avenue; then west on Balmoral Avenue to Hoyne Avenue; then north on Hoyne Avenue to Bowmanville Avenue; then running northeast on Bowmanville Avenue to Damen Avenue; then north on Damen Avenue to Bryn Mawr Avenue; then east on Bryn Mawr Avenue to Ravenswood Avenue; then running north on Ravenswood Avenue to Ridge Avenue; then running north on Ridge Avenue to Pratt Avenue; then east on Pratt Avenue to Hermitage Avenue; then running south on Hermitage Avenue extended to Belle Plaine Avenue; then east on Belle Plaine Avenue to Ashland Avenue; then south on Ashland Avenue to Irving Park Road; then west on Irving Park Road to Hermitage Avenue; then south on Hermitage Avenue to Lincoln Avenue; then running southeast on Lincoln

Avenue to Paulina Street; then south on Paulina Street to Wellington Avenue; then east on Wellington Avenue to Ashland Avenue; then south on Ashland Avenue to Clybourn Avenue; then running southeast on Clybourn Avenue to Halsted Street; then running south on Halsted Street to Division Street; then running east on Division Street to Clybourn Avenue; then running northwest on Clybourn Avenue to Goethe Street; then running east on Goethe Street to Sedgwick Street; then running north on Sedgwick Street to Evergreen Street; then running east on Evergreen Street to Wells Street; then running south on Wells Street to Division Street; then running west on Division Street to Orleans Street; then running south on Orleans Street to Chicago Avenue; then running west on Chicago Avenue to Sedgwick Street; then running south on Sedgwick Street to Erie Street; then running west on Erie Street across the north branch of the Chicago River to Halsted Street; then running south on Halsted Street to the Kennedy Expressway; *then running south on the Kennedy Expressway to Adams Street; then east on Adams Street to DesPlaines Avenue; then south on DesPlaines Avenue to Jackson Boulevard; then west on Jackson Boulevard to the Kennedy Expressway;* then running south on the Kennedy Expressway to the Eisenhower Expressway; then running west on the Eisenhower Expressway to Kedzie Avenue; then running north on Kedzie Avenue to the beginning point at Grand Avenue. (See Attachment A).

SECTION 2. That Section 2 of the ordinance designating "Zone 4" as a Proposed Enterprise Zone appearing in the December 16, 1983 Journal of Council Proceedings on page 3991 and amended and appearing in the November 6, 1985 Journal of Council Proceedings on page 21505 and amended and appearing in the July 29, 1987 Journal of Council Proceedings on pages 2716 to 2717 and amended and appearing in the September 14, 1988 Journal of Council Proceedings on pages 17238 to 17239 and amended and appearing in the October 25, 1989 Journal of Council Proceedings on page 6436 and amended and appearing in the October 3, 1990 Journal of Council Proceedings on page 21497 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

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

1. It is a contiguous area entirely within the City of Chicago;

2. it comprises [9.52] *10.75* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;

3. it is a depressed area as shown by census tract data and other data; and

4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the ordinance designating "Zone 4" as a Proposed Enterprise Zone appearing in the December 16, 1983 Journal of Council Proceedings on page 3993 and amended and appearing in the November 6, 1985 Journal of Council Proceedings on page 21507 and amended and appearing in the July 29, 1987 Journal of Council Proceedings on page 2718 and amended and appearing in the September 14, 1988 Journal of Council Proceedings on page 17240 and amended and appearing in the October 25, 1989 Journal of Council Proceedings on page 6438, and amended and appearing in the October 3, 1990 Journal of Council Proceedings on page 21499 is hereby deleted and replaced with a new Attachment A attached to this ordinance.

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

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transaction occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply such other information as needed to have this amendment to Enterprise Zone 4 approved and certified by the State.

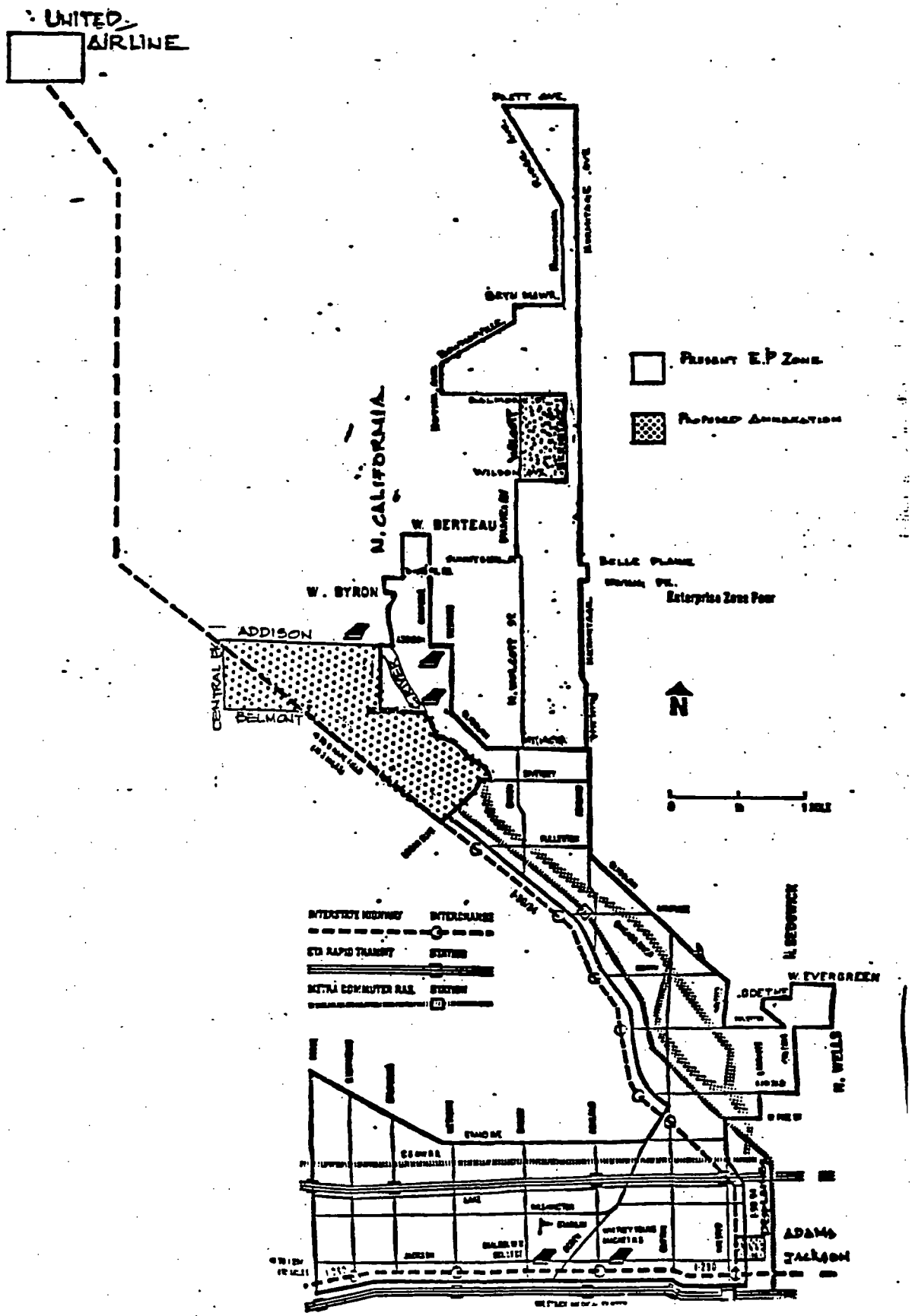
SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" to this ordinance printed on page 240 of this Journal.]

EXTENSION OF EXPIRATION DATE FOR DAY CARE CENTER LICENSES FROM APRIL 30, 1991 TO JULY 21, 1991.

The Committee on Finance submitted the following report:

(Continued on page 241)


UNITED AIRLINE
N. CALIFORNIA
W. BERTEAU
W. BYRON
ADDISON
BELMONT
CENTRAL PK
N
N. SEDGWICK
W. EVERGREEN
N. WELLS
ADAMS
JACKSON

(Continued from page 239)

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the extension of day care center licenses which were in effect as of April 30, 1991, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Notwithstanding any provision to the contrary, any day care center license issued pursuant to Chapter 4-64 of the Municipal Code of Chicago that was in effect as of April 30, 1991, shall expire on July 21, 1991.

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

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SPECIFIED SETTLEMENT AGREEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

a) Giers v. City of Chicago, for the amount of $325,000;

b) Cirilo v. City of Chicago, for the amount of $1,250,000;

c) Sherri Fudala v. City of Chicago, for the amount of $200,000; and

d) Ana Birsan v. Silverman and City of Chicago, for the amount of $180,000,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Giers V. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Giers v. City of Chicago,* 90 L 15239, in the amount of $325,000.

Cirilo V. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Cirilo v. City of Chicago,* 88 L 14673, in the amount of $1,250,000.

Sherri Fudala V. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Sherri Fudala v. City of Chicago,* 86 L 23473, in the amount of $200,000.

Ana Birsan V. Silverman And City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Ana Birsan v. Silverman And City Of Chicago,* 84 L 18674, in the amount of $180,000.

AUTHORIZATION FOR REDUCTION OF PARKING RATE AT CITY PARKING FACILITY NUMBER SEVEN, LOCATED AT 1130 WEST LAWRENCE AVENUE, DURING SPECIFIED PERIODS WHEN BASEBALL GAMES ARE PLAYED AT WRIGLEY FIELD.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the reduction of the parking rate at City Parking Facility No. 7 located at 1130 West Lawrence Avenue, for persons attending baseball games at Wrigley Field, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. In order to facilitate a reduction in parking and traffic congestion in the vicinity of Wrigley Field, the Commissioner of Public Works is hereby authorized to charge a reduced parking rate of $1.10 per day per automobile which shall be applicable at City Parking Facility No. 7 located at 1130 West Lawrence Avenue on days in which baseball games are played at Wrigley Field. Such reduced parking rate shall be effective for vehicles entering the facility within the period beginning two hours before and ending one hour after the scheduled starting time of any baseball game played at Wrigley Field.

SECTION 2. The schedule of rates for city parking facilities recommended by the Commissioner of Public Works and approved by an ordinance adopted by the City Council on October 4, 1989 (Council Journal pages 5261 -- 5267), is hereby amended by adding the language in italics and deleting the language bracketed as follows:

Facility No. 7 -- 1130 West Lawrence Avenue.

* * * * *

Monthly ..... [$37.00] *$15.00*

SECTION 3. The Commissioner of Public Works is directed to prominently display the rates authorized in Sections 1 and 2 of this ordinance at City Parking Facility No. 7.

SECTION 4. This ordinance shall take effect upon its passage.

AUTHORIZATION FOR IMPOSITION OF FIVE DOLLAR PARKING FEE FOR USE OF WRIGLEY FIELD REMOTE PARKING SYSTEM AT DE VRY INSTITUTE OF TECHNOLOGY AND LANE TECHNICAL HIGH SCHOOL.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a Five Dollar parking fee for the use of the Wrigley Field Remote Parking System consisting of facilities located at DeVry Institute of Technology and Lane Technical High School, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to the ordinance adopted April 6, 1990 (Council Journal of Proceedings pages 13722 -- 13741), authorizing the continued operation of the Wrigley Field Remote Parking System, the Commissioner of Public Works is hereby authorized to impose a Five Dollar parking fee for the use of the parking lots located at DeVry Institute of Technology, 3300 North Campbell Avenue and Lane Technical High School, 2501 West Addison Street, during baseball games played at Wrigley Field.

SECTION 2. This ordinance shall take effect upon passage.

INCREASE OF MONTHLY PARKING RATES FOR CITY PARKING FACILITY NUMBER THREE LOCATED AT 553 SOUTH STATE STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the increase of monthly parking rates for vehicles parked in City Parking Facility No. 3, located at 553 South State Street, having had the same under advisement, begs leave to report and recommend

that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The schedule of rates for city parking facilities recommended by the Commissioner of Public Works and approved by an ordinance adopted by the City Council on October 4, 1989 (Council Journal of Proceedings pages 5261 -- 5267) is hereby amended by adding the language in italics and deleting the language in brackets as follows:

Facility No. 3 -- 553 South State Street.

* * * * * *

Monthly ..... [$72.00] *$92.00.*

SECTION 2. This ordinance shall be effective on June 1, 1991.

AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR ACQUISITION OF RIGHT-OF-WAY ASSOCIATED WITH SOUTHWEST TRANSIT LINE PARK-AND-RIDE LOT AT SOUTHWEST CORNER OF INTERSECTION OF ARCHER AVENUE AND GREEN STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for the acquisition of the right-of-way associated with the Southwest Transit Line park-and-ride lot at the southwest corner of Archer Avenue and Green Street, in the amount of $19,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for acquisition of right-of-way associated with the Southwest Transit Line park-and-ride lot at the southwest corner of the intersection of Archer Avenue and Green Street described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3 of this ordinance.]

SECTION 2. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

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

City/State Project Agreement attached to this ordinance reads as follows:

City/State Project Agreement

For Right-Of-Way Acquisition.

Southwest Transit Line Park-And-Ride Lot At The Southwest Corner Of The Intersection Of Archer Avenue (F.A.U. 3551) And Green Street.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to construct a Park-and Ride Lot at the Southwest Corner of the Intersection of Archer Avenue and Green Street, in association with the Southwest Transit Line, said lot hereinafter referred to as the "Project" and identified in paragraph 11 of this Agreement; and

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, Certain funds have been set aside for the Project under Section 149 Subsection (30) of the Federal-Aid Highway Act of 1987; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 1 Line Item of that Memorandum of Understanding which

provide $48,000,000 in State Matching funds for Federal-Aid Urban and Interstate Transfer projects in the City is the basis for the State funds provided under this Agreement; and

Whereas, The City has completed the Preliminary (Phase I) engineering for the Project and is desirous of proceeding with the right-of-way acquisition therefore; and

Whereas, Under the federal regulations, certain written Agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the acquisition of right-of-way for the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, plats, legal description and estimates of cost for the right-of-way acquisition required for said Project.

4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for the project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Titles II and III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision, and monitor and perform audits to

the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.

5. To finance the right-of-way acquisition pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs.

6. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties thereto.

The Parties Hereto Mutually Agree:

7. That the estimated costs of the right-of-way acquisition for the Project is $19,000 and that based upon the current ratio of federal to non-federal (State) funds for Federal Demonstration projects, the proportional participation for the right-of-way acquisition will be:

Federal-Aid Share (Demonstration Funds) (80% of $19,000)	$15,200
Non-Federal Share (State) (20% of $19,000)	3,800
TOTAL:	$19,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share (State) shall be limited to a maximum of $3,800 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

8. That the City shall be responsible for 100% of right-of-way acquisition cost not eligible for federal or State participation.

9. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

10. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not increase the total cost of right-of-way acquisition for the Project ($19,000) as authorized by the City Council.

11. That all prior Agreements, or portions thereof, between the City and the State which refer to the right-of-way acquisition for the Project are null and void as of the date of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The Local Agency certifies to the best of its knowledge and belief its officials:*

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

---

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827; and

(7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

In Witness Whereof, The "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public
Works

Executed by the State of Illinois
this ____ day of _____, _____.

By: _____
Director of Highways,
Illinois Department of
Transportation

Minority Business Enterprises Provisions attached to this Agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this 'Policy' in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR CONSTRUCTION OF SOUTHWEST TRANSIT LINE PARK-AND-RIDE LOT AT SOUTHWEST CORNER OF SOUTH ARCHER AVENUE AND SOUTH GREEN STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for construction of a Southwest Transit Line park-and-ride lot at the southwest corner of Archer Avenue and Green Street, in the amount of $135,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the construction of a Southwest Transit Line park-and-ride lot at the intersection of Archer Avenue and Green Street described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3 of this ordinance.]

SECTION 2. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

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

City/State Project Agreement attached to this ordinance reads as follows:

City/State Project Agreement.

Construction Of A Southwest Transit Line Park-And-Ride Lot

At The Southwest Corner At The Intersection Of Archer

Avenue (F.A.U. 3551) And Green Street.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with construction of a Southwest Transit Line park-and-ride lot at the southwest corner of the intersection of Archer Avenue and Green Street, hereinafter referred to as the "Project" and identified in numbered paragraph 11 of this Agreement; and

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 1 Line Item of that Memorandum of Understanding which provides $48,000,000 in State Matching funds for Federal-Aid Urban and Interstate Transfer projects in the City; is the basis for the State funds provided under this Agreement; and

Whereas, Certain funds have been appropriated for the Project under Section 149, Subsequent (30) of the Federal-Aid Highway Act of 1987; and

Whereas, The City and the State have concurred in the use of such funds for the Project; and

Whereas, The City is proceeding with studies and engineering required for the Project; and

Whereas, Under the federal regulations, certain written agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the

contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That, upon completion of the improvement, the City will maintain or cause to be maintained those portions of the improvement under its established jurisdictional authority, in a manner satisfactory to the State and Federal Highway Administration. The State will maintain or cause to be maintained those portions of the improvement under its established jurisdictional authority, in a manner satisfactory to the Federal Highway Administration.

11. That said Project generally consists of the construction of a park-and-ride facility on the southwest corner of the intersection of Archer Avenue and Green Street. The facility will serve the proposed Halsted Street Station on the Chicago Transit Authority's new Southwest Transit Line.

    The parking lot will be constructed to accommodate approximately 27 vehicles. Construction activities will include site preparation and the provision of drainage, lighting, fencing, signs and landscaping. All other appurtenances necessary to complete the Project in accordance with approved plans and specifications will also be provided.

12. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	$112,000
Force Account Construction	6,000
Construction Engineering/Supervision (15% of Contract Construction allowed)	17,000
TOTAL:	$135,000

and that based upon the current ratio of federal to non-federal (State) funds for Federal Demonstration Projects, the proportional participation for the Project will be:

Federal-Aid Share (Demonstration Funds) (80% of $135,000)	$108,000
Non-Federal Share (State) (20% of $135,000)	27,000
TOTAL:	$135,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $27,000 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of the Project ($135,000) as authorized by the City Council.

16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1995.

17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The Local Agency certifies to the best of its knowledge and belief its officials:*

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827; and

(7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

---

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

In Witness Whereof, The "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public
Works

Executed by the State of Illinois
this ____ day of _____, _____.

By: _____
Director of Highways,
Illinois Department of
Transportation

Minority Business Enterprises Provisions attached to this Agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this 'Policy' in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PLANNING AND RESEARCH SERVICES DURING STATE FISCAL YEAR ENDING JUNE 30, 1992.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement with the State of Illinois for highway planning and research services during state fiscal year 1992, in the amount of $125,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 104(a) of 23 U.S.C. provides for highway planning and research services funds ("H.P.R. Funds") to be apportioned to the State of Illinois (the "State") for the purpose of carrying out Section 307 of 23 U.S.C.; and

WHEREAS, For the State fiscal year ending June 30, 1992, the State will award H.P.R. Funds to the City in an amount not to exceed $106,250 which

is 85 percent of the cost of the planning and research of the City's transportation needs (the "Project"); and

WHEREAS, The City will provide a local cash match from Finance General Corporate Fund 100-99-2005-0991 in an amount not to exceed $18,750 (the "Matching Share") which is 15 percent of the Project cost for a total Project budget of $125,000; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Mayor or the Commissioner of the Department of Public Works (the "Commissioner") is authorized to execute, file and carry out an agreement for Highway Planning and Research Services (the "Agreement") with the State, acting by and through its Department of Transportation ("I.D.O.T."), and the City, for funds in an amount not to exceed $125,000 with a local match required by the City to fund the Project.

SECTION 3. The Mayor or the Commissioner is further authorized to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments to the Agreement that do not increase the total budget for the Project, as may be required in connection with the applications and award agreements for the H.P.R. Funds.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with federal, State and City requirements.

SECTION 5. The City Council hereby appropriates the amount of $106,250 or such amounts as may actually be received from I.D.O.T. for the Project.

SECTION 6. The City's Matching Share is hereby authorized and appropriated for the Project from Finance General Corporate Fund 100-99-2005-0991.

SECTION 7. The Comptroller is authorized to disburse H.P.R. Funds and the Matching Share in accordance with the budget for the Project.

SECTION 8. The Mayor, the Commissioner, the Comptroller and the Purchasing Agent are authorized to execute and the City Clerk to attest, subject to the approval of the Corporation Counsel, agreements and amendments thereto pertaining to the Project, in an amount not to exceed $125,000, between I.D.O.T. and the City, all in accordance with applicable federal, State and City statutes, ordinances or regulations.

SECTION 9. This ordinance shall be in full force and effect on and from the date of its passage.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PLANNING SERVICES DURING STATE FISCAL YEAR ENDING JUNE 30, 1992.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement with the State of Illinois for highway planning services during state fiscal year 1992, for the amount of $400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

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 23 U.S.C. provides for highway planning funds ("P.L. Funds") to be apportioned to the State of Illinois (the "State") for the purpose of carrying out Section 134 of 23 U.S.C.; and

WHEREAS, The Governor of the State, pursuant to 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 has allocated P.L. 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 $400,000 in P.L. Funds to the City of Chicago (the "City"), for planning and programming the City's highway needs; and

WHEREAS, For the State fiscal year ending June 30, 1992, the State will award P.L. Funds to the City in an amount not to exceed $340,000 which is 85 percent of the cost of the planning and programming of the City's highway needs (the "Project"); and

WHEREAS, The City will provide a local cash match from Finance General Corporate Fund 100-99-2005-0991 in an amount not to exceed $60,000 (the "Matching Share") which is 15 percent of the Project cost, for a total Project budget of $400,000; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Mayor or the Commissioner of the Department of Public Works (the "Commissioner") is authorized to execute, file and carry out an Agreement for Highway Planning Services (the "Agreement") with the State, acting by and through its Department of Transportation ("I.D.O.T."), and the City, for funds in an amount not to exceed $400,000 with a local match required by the City to fund the Project.

SECTION 3. The Mayor or the Commissioner is further authorized to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments to the Agreement that do not increase the total budget for the Project, as may

be required in connection with the applications and award agreements for the P.L. Funds.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with federal, State and City requirements.

SECTION 5. The City Council hereby appropriates the amount of $340,000 or such amounts as may actually be received from I.D.O.T. for the Project.

SECTION 6. The City's Matching Share is hereby authorized and appropriated for the Project from Finance General Corporate Fund 100-99-2005-0991.

SECTION 7. The Comptroller is authorized to disburse P.L. Funds and the Matching Share in accordance with the budget for the Project.

SECTION 8. The Mayor, the Commissioner, the Comptroller and the Purchasing Agent are authorized to execute and the City Clerk to attest, subject to the approval of the Corporation Counsel, agreements and amendments thereto pertaining to the Project, in an amount not to exceed $400,000, between the I.D.O.T. and City, all in accordance with applicable federal, State and City statutes, ordinances or regulations.

SECTION 9. This ordinance shall be in full force and effect on and from the date of its passage.

AUTHORIZATION FOR SUBMISSION OF GRANT APPLICATION TO URBAN MASS TRANSPORTATION ADMINISTRATION FOR FISCAL YEAR 1992 SECTION EIGHT TRANSIT PLANNING FUNDS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an Urban Mass Transportation Administration Planning Grant Agreement for fiscal year 1992, for the amount of $3,750,000, having had the same under advisement, begs leave

to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The U.S. Government, through its Department of Transportation, Urban Mass Transportation Administration ("U.M.T.A."), and under authority granted by Section 8 of the Urban Mass Transportation Act of 1964 (49 U.S.C. 1607) as amended, is authorized to award grants for transit planning; and

WHEREAS, These urban transit planning funds are provided through the Metropolitan Planning Organization (the "M.P.O.") for Northeastern Illinois; and

WHEREAS, The Policy Committee of the Chicago Area Transportation Study ("C.A.T.S."), the M.P.O. for Northeastern Illinois, is authorizing the City of Chicago (the "City") to act as applicant for and administrator of U.M.T.A. Section 8 transit planning funds for fiscal year 1992; and

WHEREAS, The City will act as applicant and administrator of these funds for the following agencies in the Northeastern Illinois Region: C.A.T.S., the Northeastern Illinois Planning Commission ("N.I.P.C."), the Regional Transportation Authority ("R.T.A."), the R.T.A. Commuter Rail Division, the R.T.A. Suburban Bus Division and the Chicago Transit Authority ("C.T.A."); and

WHEREAS, These agencies provide coordinated, comprehensive transportation planning and programming for the Chicago Metropolitan Region within the framework of the M.P.O.; and

WHEREAS, The reimbursement of grant funds will be made in accordance with agency budgets as allocated in the Fiscal Year 1992 Northeastern Illinois Unified Work Program, and any subsequent revisions thereto, as endorsed by the M.P.O. and U.M.T.A.; and

WHEREAS, Grant funds from the federal government reimbursed to the aforesaid agencies will require no contribution from the City; and

WHEREAS, The Transit Planning Program for the Northeastern Illinois Region as identified in the Unified Work Program for fiscal year 1992 is not to exceed $3,750,000 and the U.S. Department of Transportation, U.M.T.A., is offering to award a grant in an amount up to 80% of the total cost; and

WHEREAS, The local matching share, amounting to not more than $750,000, is to be provided proportionately by the participating agencies based on each agency's share of the total grant; and

WHEREAS, This program was included in the 1991 Annual Appropriation Ordinance, "Fund 925-Grant Funds" approved by the City Council on November 7, 1990, (Council Journal of Proceedings pages 23799 -- 23805); and

WHEREAS, It is required by U.M.T.A. in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the City gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and U.M.T.A. requirements thereunder; and

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

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

SECTION 1. The Mayor is authorized to file a grant application on behalf of the City with U.M.T.A. for fiscal year 1992 Section 8 Transit Planning funds for the Northeastern Illinois Region in an amount up to $3,750,000.

SECTION 2. The Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Public Works (the "Commissioner") and the Comptroller to approve, subject to the approval of the Corporation Counsel, a grant contract and any subsequent amendments thereto in an amount up to $3,750,000 with U.M.T.A.

SECTION 3. The Mayor is authorized to execute, the City Clerk to attest, the Commissioner and the Comptroller to approve, subject to the approval of the Corporation Counsel, reimbursement agreements between the City and the following agencies: C.A.T.S., R.T.A., R.T.A. Commuter Rail Division, R.T.A. Suburban Bus Division, C.T.A. and N.I.P.C.

SECTION 4. The Commissioner is authorized to execute subsequent amendments to the reimbursement agreements.

SECTION 5. The Mayor is authorized to execute and file with the above grant application and grant contract, an assurance or any document required by U.M.T.A. to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 6. The Mayor is authorized to set forth and execute affirmative minority business procurement needs.

SECTION 7. The Commissioner is authorized to provide assurances and to furnish such additional information as U.M.T.A. may require for this grant application and contract.

SECTION 8. The City will provide the local cash match in a total amount up to $150,000 from account numbers 100-99-2005-0991, and 100-19-3010-0005.

SECTION 9. The Comptroller is directed to disburse grant funds in accordance with the budget of said contract and reimbursement agreements.

SECTION 10. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH NORFOLK AND WESTERN RAILWAY COMPANY FOR IMPROVEMENT OF GRADE CROSSING AT INTERSECTION OF EAST 110TH STREET AND SOUTH STONY ISLAND AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and Norfolk and Western Railway Company for the improvement of the grade crossing at 110th Street and Stony Island Avenue, for the amount of $134,100, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to accept, the City Clerk to attest, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an Agreement between the City of Chicago and the Norfolk and Western Railway Company for the grade crossing improvement at 110th Street and Stony Island Avenue, said agreement to be substantially in the following form:

[Agreement immediately follows Section 3 of this ordinance.]

SECTION 2. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of the Division of Highways.

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

Agreement attached to this ordinance reads as follows:

Agreement Between The City Of Chicago And Norfolk And Western Railway Company For Railway-Highway Grade Crossing Improvement Project.

Stony Island Avenue At 110th Street

F.A. Project No. M-5000 (285)

D.P.W. Project No. B-4-059.

This Agreement made and entered into by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred

to as the "City") and Norfolk and Western Railway Company (hereinafter referred to as "Company").

Witnesseth:

Whereas, South Stony Island Avenue intersects the Company track at 110th Street in the City of Chicago, Cook County, Illinois; and

Whereas, The parties hereto desire to improve the roadway approaches, reconstruct the crossing using prefabricated rubber surface material and install flashing signals, as authorized and required by the Supplemental Order of the Illinois Commerce Commission entered on February 22, 1990, in Docket No. 83-0341;

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

Section 1. The "Standard Provisions for Highway-Railroad Agreements" attached hereto are hereby made a part of this Agreement, and all references to "Road Authority" therein.

Section 2. The parties hereto shall construct, or cause to be constructed, the following items of work:

1. Work by the Company. The Company shall furnish, or cause to be furnished, at the expense of the City, all of the labor, material, work equipment, construction engineering and inspection required to perform and complete:

   (a) The preparation of detailed plans and specifications for work contemplated to be performed as provided herein.

   (b) The work consists of raising the tracks through the roadway and the shoulders approximately 2.0 feet above the existing track level. Also to undertake the necessary work associated with this construction beyond the limits of the right-of-way into the Port District and the Company properties.

   (c) The improvement consists of removal of existing crossing, installing geotextile material, ballast gravel, cross-ties, rails, full depth rubber surface material and

installing flashing signals as shown on Exhibits A, B, C, D, E and F attached hereto and made part hereof.

(d) This work shall be performed in coordination with the City's work as described under Section 2.2 of this Agreement. The Company agrees to complete the work described herein within one year of being authorized to start construction by the City. In the event this completion date is not met, the City and the Company shall negotiate a revised schedule and reach agreement as to the responsibility for any added costs resulting from such delays.

(e) The City will provide to the Company a full closure of South Stony Island Avenue at and adjacent to 110th Street during the Company's construction of the permanent grade crossing. However, the Company shall have adequate material and manpower available to promptly permit the placement of a temporary motor vehicular traffic lane over the grade crossing to accommodate emergency vehicular movements if the same is ever required, during the time of its installation project.

The estimated total cost of the work to be performed hereunder by the Company, at the expense of the City, is $134,100.00 as set forth herein:

Removal and Rubberizing the Crossing ..... Paid in full by City	$ 56,900
Track Raising Approx. 2.00 feet ..... Paid in full by City	41,600
Flashing Signals ..... City Share -- $3,560.00 Grade Crossing Fund -- $32,040.00	35,600
TOTAL:	$134,100

The City shall reimburse the Company, as hereinafter provided within this Agreement at Section 5, for all costs associated with the installation of a permanent grade crossing at 110th Street and South Stony Island Avenue including the herein described track rise and signal protection work as set forth above, except for those costs for signal protection which are to be borne by the Grade Crossing Protection Fund of the State of

Illinois as provided for in the Supplemental Order of the Illinois Commerce Commission, Finding No. 10 at Page 4, which was entered on February 22, 1990 in Docket No. 83-0341.

Should the Grade Crossing Protection Fund of the State of Illinois fail to pay the Company the sum of $32,040 for signal protection, the City will be thereby obligated to pay that amount to the Company for its signal protection work.

Further, should the Port Authority, officially known as the Illinois International Port District, require the Company to pay any sum of money for use of property, employee supervision, engineering or other charges related to the track rise, then the Company shall submit any Port Authority billing to the City and the City shall be obligated to resolve this matter with the Port Authority or to pay those bills.

2. Work by the City. The City shall secure or cause to be secured all rights-of-way or easements required for its roadway project and shall construct Stony Island Avenue from 103rd Street to 122nd Street except the area occupied by the crossing as shown on Exhibits A and B.

(a) Incidental work necessary to complete the items hereinabove specified.

Section 3. Upon completion of the crossing improvement described herein, it is anticipated that the crossing warning devices shall conform to Part VIII of the "Manual on Uniform Traffic Control Devices for Streets and Highways". In the event it is determined that deficiencies exist, the Company shall make whatever modifications are necessary and said work will be added to Section 2 of this Agreement.

Section 4. All required work at the grade crossing shall be performed by the Company with its own forces or as otherwise provided herein. In the event the Company intends to use forces other than its own under a continuing contract or contracts, the Company shall indicate in each estimate the items of work to be accomplished under such contract or contracts, and list in each estimate the names of each contractor whose services will be used to perform the work and additional federal requirements will then be necessary. If the estimate of cost for such work (including labor, materials, and/or equipment) performed by forces other than the Company's exceeds $10,000, said contract or contracts shall be secured by competitive bids in accordance with the provisions of the Federal-Aid Highway Program Manual. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to

Federal-Aid projects, as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

Section 5. The Company, for performance of its work herein specified, may bill the City monthly (in sets of two) for the expense incurred. These progressive invoices shall be rendered on the basis of the estimated percentage of work completed per items noted in Exhibit and as required by the Department of Public Works. The City, after verifying that the bills are reasonable and proper, shall promptly reimburse the Company for 95 percent of the amount billed.

The Company, upon completion of its work, shall promptly render to the City a detailed final statement (in sets of two) of its actual expense incurred per items noted in Exhibits D, E and F. The City will audit the expense as incurred by the Company and after final inspection of the installation has been made, the City shall deduct from the bill any item (or items) of expense found as not being eligible for reimbursement. Such non-reimbursable cost shall be borne by the Company. The City shall then reimburse the Company an amount, less previous payments, if any, equal to 100 percent of the amount billed.

Section 6. The Company shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work for federal or City audit purposes.

Section 7. If at any time subsequent to the installation of the rubber crossing pavement the railroad and highway grades are separated, or the grade crossing is closed, or for any other reason it is found that its operation is no longer necessary, then the Company and the City shall negotiate an agreement for its removal and reinstallation at another railway-highway grade crossing on the Company's lines in the City, subject to the approval of the properly constituted public authorities.

Section 8. In compliance with the Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1, dated April 25, 1975 (and supplements), which determines railroad benefits and liability, the proposed grade crossing improvement referred to herein meets Classification 1 of Paragraph 6(b), a category not considered as a benefit to the Company, and no contribution by the Company is required.

Section 9. Upon completion of the Project herein provided, the Company shall maintain all railroad improvements in accordance with the Illinois Commerce Commission General Order 138, and this maintenance obligation shall continue in accordance with federal and/or state laws as they may be revised from time to time in the future. The roadway and crossing approaches shall be maintained in accordance with established jurisdictional authority.

Section 10. This Agreement shall be binding upon the parties hereto, their successors or assigns.

Section 11. Payments will be made from State and federal funds.

Section 12. The Company's authorized representative certifies that to the best of his knowledge the Company and/or any subcontractor used by the Company has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Company and/or subcontractor made an admission of guilt of such conduct which is a matter of record.

In Witness Whereof, The parties hereto have caused this Agreement to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers, as of the dates below indicated.

Executed by the City this _____ day of _____, 19____.

City of Chicago, Illinois

_____
Mayor

Attest:

_____
City Clerk

Approved As To Form And Legality:

(Signed) Bernard Rane
Assistant Corporation Counsel

Approved:

(Signed) David S. Williams
Commissioner of Public Works

Comptroller

Executed by the Company this _____ day of _____, ____.

Attest:

Norfolk and Western Railway Company

By: (Signed) Mahler W. Edwards
Secretary

By: (Signature illegible)
Vice President -- Transportation

[Exhibits "A", "B", "C" and "F-8" attached to this Agreement printed on pages 302 through 305 of this Journal.]

Standard Provisions for Highway-Railroad Agreements and Exhibits "D", "E", "F-1" through "F-7" and Amendment attached to this Agreement read as follows:

Standard Provisions For Highway -- Railroad Agreements.

1. All of the Company's work shall be performed in accordance with the terms, stipulations and conditions as contained in the Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 3, dated April 25, 1975, and any supplements thereto.

2. The Company, for performance of its work, may bill the Road Authority monthly for the Road Authority's share of the actual costs and expenses incurred. The progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The

Road Authority after verifying that the bill is reasonable and proper, shall promptly reimburse the Company for 95 percent of the amount billed, but not to exceed the estimated amount.

The Company, upon the completion of its work, shall send the Road Authority a detailed final statement of its actual expense as incurred, including allowable additives. After the Road Authority's representatives have checked the final statement and have agreed that the costs are reasonable and proper, insofar as they are able to ascertain, the Road Authority shall reimburse the Company in an amount, less previous payments, if any, equal to 95 percent of the amount billed.

After the federal, State or Road Authority representatives have audited the expenses as incurred by the Company and final inspection of the installation has been made, the Road Authority shall reimburse the Company for the retained percentage and the suspended items of expense less the deductions of any item (or items) or expense found by federal, State or Road Authority representatives as not being eligible for reimbursement.

3. It is understood that the project herein contemplated shall be subject to all appropriate federal laws, rules, regulations, orders and approvals pertaining to all agreements, in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the Road Authority by the Federal Highway Administration as a condition precedent to the Road Authority's obligation.

4. All work herein provided to be done by the Road Authority or its contractor or contractors on the right-of-way or upon, over, under and across the railroad tracks of the Company shall be done in a manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the Company. The Road Authority shall require its contractor or contractors to use all care and precaution necessary to avoid accident, damage or interference to the Company's tracks or to the trains or traffic using its tracks and to notify the Company of a sufficient time in advance whenever the contractor is about to perform work adjacent to the tracks to enable the Company to arrange for, or furnish flagging and such other protective service as might be necessary to insure safety of railroad operations, and the Company shall have the right to furnish all such flagging or protective services as in its judgment is necessary and the Road Authority or its contractor or contractors shall reimburse the Company for the cost thereof. Wherever safeguarding of trains or traffic of the Company is mentioned in this Agreement, it is intended to cover all users of the Company's track having permission for such use.

5. The Road Authority shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, falsework, debris and rubbish from the Company's right-of-way, to provide proper drainage way from the Company's tracks, and to leave the tracks and right-of-way in a neat condition, satisfactory to the Company's Chief Engineer or his authorized representative.

6. Any contract between the Road Authority and its contractor or subcontractor to perform the work herein provided to be done by the Road Authority shall require the said contractor or subcontractor to protect the Company and any other railroad occupying or using the Company's right-of-way or lines of railroad with the permission of the Company party to this agreement, against all loss and damage arising from the activities of the contractor, his forces, or any of his subcontractors or agents, and shall further provide that the contractor shall furnish to the Company a Railroad Protective Liability Insurance Policy providing for protection of the Company, in accordance with the Federal Highway Administration Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, dated April 25, 1975. The limits of such policy shall be not less than $2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than $6,000,000 per policy period. Said insurance shall be delivered to and approved by the Company prior to the entry upon or use of its property as to commencement of work upon, over, under and across or adjacent to the tracks of the Company by any contractor.

7. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the Road Authority, the Company, and the interested contractor at a time and place as designated by the Road Authority, for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.

8. The Company will credit the Road Authority for the salvage value of all track, communication and signal line materials used on a temporary basis during the construction of the project, and accepted by the Company for return to its stock. Such salvage value is to be computed in accordance with the regulations set forth in said Federal-Aid Highway Program Manual.

   The Road Authority shall be afforded a reasonable opportunity to inspect materials recovered by the Company prior to disposal by sale of scrap. The Company will give written notice, or oral notice with

prompt written confirmation, to the Road Authority of the time and place where such materials will be available for inspection.

9. The Company's estimates provide for the reimbursement to the Company for the premium cost of purchase by the Company of Comprehensive Risk Insurance to protect said Company and the Road Authority from claims to which they may become legally liable as a result of the force account work to be performed by the Company's forces as required by this Agreement. Such Comprehensive Risk Insurance shall be in lieu of self-insurance for Workmen's Compensation and Public Liability and Property Damage as provided in said Federal Highway Administration Federal-Aid Highway Program Manual. Coverage of Railroad Comprehensive Risk Insurance shall be $2,000,000 combined single limit of liability for Bodily Injury/Property Damage.

10. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the Road Authority at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the Company gives two weeks advance notice to the Road Authority's Engineer.

When the Company is to perform its work while maintaining highway traffic, the Road Authority shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the Company after two weeks advance notice is given the Road Authority's Engineer. The Company, at the expense of the Road Authority shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

Exhibit "D".

(To Agreement Beginning On Page 281 Of This Journal)

Norfolk and Western Railway Company

Western Region -- Fort Wayne Division -- Chicago District

Chicago, Illinois -- South Stony Island Avenue at East 110th Street --

MP B510 XIX, D.O.T. 478 7335

Proposed Crossing Surface Improvements -- D.P.W. Project B-4-059, I.C.C. 83-0341
1 Track: 96 feet crossing length

Material	Quantity	Unit	Price	Amount
Surface Material (Rubber)	96	Trk. Ft.	$175.00	$16,800
Crossties (Grade 5)	150	Ea.	20.00	3,003
Tie Plates	177	Ea.	6.30	1,117
Rail Anchors	601	Ea.	0.90	541
Spikes	2	Kegs	56.00	88
Ballast and Gravel	283	Tons	7.00	1,982
Asphalt (in place)	39	Tons	65.00	2,542
Geotextile	136	Lin. Ft.	3.00	408
Rail, 115 lb. BW	309	Lin. Ft.	8.60	2,657
TOTAL: (includes inventory or tax additives)				$30,595

Labor

Remove Existing Crossing	Lump Sum		$ 1,000
Install Geotextile	Lump Sum		500
Rehabilitate Track Structure	Lump Sum		5,300
Install New Crossing	Lump Sum		3,800
TOTAL:			$10,600

Salvage

Rail	4.6	Tons	70.00	$300
Small Scrap	1.9	Tons	70.00	$100
TOTAL:				$400

Material	Quantity	Unit	Price	Amount
Composite Labor Additive (59.89%)				$ 6,348
Use of Equipment				4,505
Contingencies				5,251
GRAND TOTAL:				$56,900

Estimate based on traffic control and barricades being provided by others, and full closure of road. Extra crossties and ballast allocated for runoff account 6-inch track raise at crossing.

Exhibit "E".

(To Agreement Beginning On Page 281 Of This Journal)

Norfolk and Western Railway Company

Western Region -- Fort Wayne Division -- Chicago District

Chicago, Illinois -- South Stony Island Avenue at East 110th Street --

MP B510 XIX, D.O.T. 478 7335

Proposed Two Feet Track Raise -- D.P.W. Project B-4-059, I.C.C. 83-0341
1 Track: 800 feet each way from crossing

Material	Quantity	Unit	Price	Amount
Crossties (Grade 5)	492	Ea.	$20.00	$ 9,846
Spikes	9	Kegs	56.00	490
Ballast and Gravel	693	Tons	7.00	$ 4,853
TOTAL: (includes inventory or tax additives)				$15,949

Material	Quantity	Unit	Price	Amount
Labor				
Rehabilitate Track Structure		Lump Sum		$10,800
TOTAL:				$10,800
Composite Labor Additive (59.89%)				$ 6,468
Use of Equipment				4,590
Contingencies				3,793
GRAND TOTAL:				$41,600

Exhibit "F-1".

(To Agreement Beginning On Page 281 Of This Journal)

Subject: Illinois Commerce Commission -- Docket No. 83-0341, City of Chicago: Proposed Improvement to Crossing of South Stony Island Avenue at East 110th Street.

Roanoke -- December 8, 1989, 061-04.234

Mr. J. B. McCloskey:

Please refer to your letter dated November 17, 1989, regarding the above subject. Attached is one copy of the force account estimate, material list and sketch to install mast-mounted flashing light signals, and force account estimate, material list and sketch to install cantilever-mounted flashing light signals.

According to Mr. Quade, the crossing will be 2 lanes, 96 feet long. If the crossing is 2 lanes, the estimated cost of $35,600 for mast-mounted lights will be satisfactory. However, the 96-foot length indicates cantilever flashing light signals may be required and the estimated cost of $68,200 would be applicable.

(Signed): F. H. McIntyre

Exhibit "F-2".

(To Agreement Beginning On Page 281 Of This Journal)

Norfolk And Western Railway Company.

Federal Aid Summary.

1.	Material Purchase	21,905	+ Stock	0 =	$21,905
2.	Sales Tax		.0500 x 1		1,095
3.	Handling Material at Store		.0500 x 1		1,095
4.	Transportation of Material		Lump Sum		329
5.	Preliminary Engineering		.0350 x 1 and 7		893
6.	Construction Supervision		.2823 x 7		1,016
7.	Direct Labor		Lump Sum		3,600
8.	Accounting		.0200 x 7		72
9.	Holidays		.0310 x 7 and 8		114

10.	Vacation	.0881 x 5, 6, 7 and 8	$492
11.	H. & W. Group Life Insurance	.1141 x 5, 6, 7 and 8	637
12.	Payroll Taxes RR. and R.U.T.	.1790 x 5, 6, 7, 8, 9 and 10	1,107
13.	Supplemental Pension	.0220 x 5, 6, 7 and 8	123
14.	Insurance E.I., P.L. and P.D. Rev. 1986-	.0588 x 6, 7, 8 and 10	305
15.	Personal Expenses	.3888 x 7	1,400
16.	Use of Equipment	.2612 x 7	940
		Sub Total:	$35,123
17.	Contingencies	Lump Sum	477
		TOTAL:	$35,600
	Less Credit for Material Released		0
		GRAND TOTAL:	$35,600

Exhibit "F-3".

(To Agreement Beginning On Page 281 Of This Journal)

Highway Crossing Signalization Program -- Material List.

*** Do Not Substitute Items Without Permission From ***

*** S. And E. Engineering. ***

Location	Chicago, Illinois.
Road	South Stony Island Avenue.
Milepost	510.
R-File Number	
State Project Number	
County	
A.A.R. Number	
Project Number	04.057.
File Number	061-04.234.
A.F.E. Number	
Store Number	
Date Required	
Tax Code	

Vendor to supply the following copies after pricing:

1 Set -- Material Management with Original Invoice.

2 Sets -- With Plans shipped in car with Material.

1 Set -- S. and E. General Superintendent Construction with Copy of Invoice.

December 6, 1989

Exhibit "F-4".

(To Agreement Beginning On Page 281 Of This Journal)

Material Listing.

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1	670-011883-4	EA.	SHELTER, 4 X 6 WIRED, CFLS. 1 TK. TYPICAL "E" VENDOR WIRED WITH GCP AND SSC	$2,962.00	$2,962.00
2	670-011255-4	EA.	SIGNAL, WALKOUT CANTILEVER FLASHING LIGHT, ALUMINUM, MAST-12 INCHES DIA. X 22 FEET 6 INCHES LONG WITH.	5,707.00	11,414.00
2	670-011510-4	EA.	TRACK SIGN - WITH 12 INCHES MTG. HDWRE.	89.60	179.20
1	670-049959-4	EA.	BELL, DC 4 INCHES, AND 5 INCHES TOP OF MAST MOUNTING SAFETRAN 040200-4X OR.	199.00	199.00
1	670-007155-4	EA.	ADAPTER, BELL FOR MOUNTING 4-INCH BELL TO 12-INCH MAST SAFETRAN NO. 035062-X.	41.60	41.60
2	670-003971-4	EA.	FOUNDATION, CFLS. FOR SAFETRAN MODEL "W" ARMS 22 FEET TO 30 FEET LONG SINGLE MAST DPS-10-3WS 8 FEET 5 INCHES.	1,153.00	2,306.00

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
4	670-250811-4	EA.	FOUNDATION, CONCRETE SHELTER DIXIE PRECAST AP-607.	$34.00	$136.00
5	165-815641-4	EA.	ROD, GROUND HUBBARD 29440 COPPERWELD SECTL. 5/8 INCHES X 10 FEET OR JOSLYN 9160.	13.90	69.50
4	165-019178-4	EA.	CONNECTION, TYPE GN. REQUIRES CADWELD SB 25 PER CONNECTION. USE WITH CADWELD WELDER NO.	0.69	2.76
1	165-019160-4	EA.	CONNECTION, TYPE GR. FOR NO. 6 OR NO. 8 SOLID COPPER WIRE TO 5/8 INCHES GROUND ROD, CADWELD NO.	3.08	3.08
4	670-011544-4	EA.	BOLT, GALV. 1/4 - 20 X 1 INCHES, WITH HEX NUT, FOR SIGNAL CASE GROUNDING, MCMASTER-CARR.	0.04	0.16
4	670-011552-4	EA.	WASHER, LOCK, EXTERNAL TOOTH, SS. FOR SIGNAL CASE GROUNDING, MCMASTER CAR ____ 98438A029.	0.01	0.04
300	465-292862-4	LF.	CABLE, 2 CUG NO. 6 TWISTED TRACK UKONITE 113-12-3933 SOLID TINNED CONDUCTOR.	0.94	282.00

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
300	465-292929-4	LF.	CABLE, UG 5 COND. NO. 6 A.W.G. SOLID COPPER CABLE TO MEET NS CORP. SPEC. FOR SIGNAL.	$8.00	$900.0_

Exhibit "F-5".

(To Agreement Beginning On Page 281 Of This Journal)

Material Listing.

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
200	465-292896	LF.	CABLE 3 CUG NO. 10, AC POWER SOLID BARE COPPER CONDUCTOR, 45 MILS. OKOLENE INSULATION.	$ 0.60	$120.00
100	165-296528-4	LF.	CONDUIT, GALV. RIGID STEEL 4-INCH DIAMETER IN 10-FOOT LENGTHS WITH COUPLING ONE END.	5.60	560.00
2	640-061628-4	EA.	CONNECTION, FAR RAIL DIVERSIFIED ENG. 55-201, SERRMI AT A1000-2.	38.20	76.40
2	640-061636-4	EA.	CONNECTION, NEAR RAIL DIVERSIFIED ENG. 55-200, SERRMI AT A1000-1.	30.20	60.40

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
2	670-003757-4	EA.	HOUSING ASSEMBLY, SHUNT/COUPLER 6 INCHES X 24 INCHES PVC. PIPE SHUNT TUBE 2 - 6 INCHES PVC. END CAPS, 1-.	$50.87	$101.74
1	165-018451-4	EA.	PROTECTOR, 12VDC, AAR MOUNT LPC 10593-9 LIGHTNING PROTECTION CORP.	113.30	113.30
2	165-018534-4	EA.	PROTECTOR, LIGHT-NING AND SURGE LPC. 10560-5 LIGHTNING PROTECTION CORP.	37.40	74.80
1	165-017635-4	EA.	PROTECTOR, SURGE 3-WIRE 120/240 VOLT, LPC 10614 LIGHTNING PROTECTION CORP.	127.60	127.60
6	165-018550-4	EA.	CLIP, MOUNTING LPC 10181 (3 CLIPS REQUIRED FOR LPC 10560) (2 CLIPS REQUIRED FOR LPC 10179).	1.10	6.60
1	670-010471-4	EA.	CONTROLLER, 20 AMP SSCC II SAFE-TRAN NO. 90980A SOLID STATE CROSSING CON-TROLLER.	2,585.00	2,585.00
1	670-010489-4	EA.	PANEL, SAFETRAN A90978-12 20 AMP LIGHTNING/SURGE PROTECTION PANEL. FOR USE ON XING PROJECTS.	240.00	240.00

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1	105-643804-4	CE.	BATTERY, STORAGE EDISON TYPE ED-240 NICKEL CADMIUM IN 3-CELL TRAYS.	$157.96	$2,843.28
1	450-404406-4	EA.	HYDROMETER, TRW. 670351 OR ASSOCI-ATED EQUIP. CORP. AT 6239.	18.26	18.26
10	165-94686-4	EA.	TERMINAL, SOLIS-TRAND RING WIRE SIZE 6 STUD $\frac{1}{4}$ AMP 321598.	0.25	2.50

Exhibit "F-6".

(To Agreement Beginning On Page 281 Of This Journal)

Material Listing.

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
10	165-951510-4	EA.	TERMINAL. SOLISTRAND RING WIRE SIZE 6 STUD 3/8 AMP 33467 DIESEL LOCO SHOP MACHINE, ETC.	$ 0.34	$ 3.40
1	670-001678-4	EA.	RECTIFIER, FERRORESONANT BATTERY SAFETRAN MODEL FR20-3-20 NO. AT 010040-24X.	327.00	327.00

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
2	670-007072-4	EA.	FILLER, FOUNDATION CFLS. ORDER 1 PER W. CANTILEVER SAFETRAN NO. 071302-502X.	$32.40	$ 64.80
1	165-001430-4	EA.	BOX, BREAKER LOAD CENTER 120 TO 240V AC MAX., 100 AMP MAX. 2 MAX. DOUBLE POLE CIRCUITS.	87.90	87.90
1	165-001597-4	EA.	BREAKER, 100 AMP, 120 TO 240V AC MAX. DOUBLE POLE BREAKER SQ. D. Q02100.	51.40	51.40
1	165-000432-4	EA.	BREAKER, 30 AMP, 120 TO 240V AC MAX. DOUBLE POLE, SQ.D 00130.	12.40	12.40
1	165-001638-4	EA.	ENTRANCE, SERVICE 1¼-INCH CLAMP TYPE CAP FOR FIGID CONDUIT EFCOR 26-125 OR ARPLETON EF125.	5.55	5.50
300	465-000778-4	LF.	WIRE, 3 SEP. COND. NO. 2 TYPE THHN./ THWN. 300 FEET PER POWER FEED.	0.56	168.00
4	165-001646-4	EA.	STRAP. 1¼-INCH RIGID CONDUIT, EFCOR 213 OR RACO AT 2235 FOR ATTACHING CONDUIT TO WOOD.	0.37	1.48

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1	165-001670-4	EA.	HUBS, VOLT RB RAINPROOF DEVICE FOR 1¼-INCH CONDUIT SQUARE D NO. B125	$7.05	$7.05
4	165-001688-4	LF.	CHANNEL, 1½-INCH X 1½-INCH, HOLES 17/32 INCHES 12 GA. STEEL KINDORF B905-10.	2.28	9.12
4	165-001696-4	EA.	NUT, SPRING 3/8-INCH KINFORF NO. B911-3/8-INCH.	0.71	2.84
4	165-001729-4	EA.	SCREW, HEX 3/8-INCH X 3/4-INCH KINDORF NO. H113-N.	0.15	0.60
1	165-002575-4	EA.	NIPPLE, 2 INCHES X CLOSE GALVANIZED GRAYEAR ELECTRIC CO.	1.84	1.84

Exhibit "F-7".

(To Agreement Beginning On Page 281 Of This Journal)

Material Listing.

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1	165-816483-4	EA.	ROD. THIMBLEYE THREADED GALV ANCHOR COMP WITH NUTS WITHOUT WASHERS A B CHANCE 5317 5/18-INCH X 7 FEET.	$8.98	$8.98

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1	215-003229-4	EA.	BERM WALL ANCHOR, A.B. CHANCE NO. 88135 (ORDER 4 PER BERM WALL) OR (1 PER POWER SOURCE).	$ 8.04	$ 8.04
2	165-156037-4	EA.	CLAMP, HEAVY JOSLYN J927 GALV. 2 BOLT OFFSET DO NOT SUBST. LINE USE.	3.05	4.10
60	465-379446-4	LF.	WIRE, ALUMOWELD GUY 7 NO. 10 STRANDS WITH BREAKING STRENGTH OF 10,020 LBS. DIA. OF .306-INCH.	0.29	1.74
1	210-037447-4	EA.	BOLT, ANGLE 5/8-INCH X 12-INCH HUBEYE HUBBARD 9152, OR A B CHANCE NO. 5012.	2.99	2.99
1	270-879798-4	EA.	POLE, PINE TRTD 30-FOOT CL 5 STRICTLY PER S & C DWG E-699-A SHEET 2.	113.15	113.15
1	670-007238-4	EA.	UNIT, THE INSTALLATION AND WIRING OF A DEVICE WHICH REQUIRE A MINIMUM OF FOUR WIRE CONNECT-.	105.00	105.00

QTY.	CLS. ITEM	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1	670-007428-4	EA.	SENSOR, MOTION SAFETRAN MODEL 62660MS-86HZ WITH INTERNAL ISLAND FOR.	$4,679.00	$4,679.00
1	670-010869-4	EA.	BERM WALL, ARMCO BIN TYPE II 12 GAUGE GALVANIZED STEEL 8 FEET-4 INCHES HIGH BY 10 FEET LONG (FOR HOUSING).	2,255.00	2,255.00
			GRAND TOTAL:	$33,364.26	

Amendment To Agreement Between The City Of Chicago And Norfolk And Western Railway Company For Railway-Highway Grade Crossing Improvement Project.

South Stony Island Avenue At East 110th Street

F.A. Project No. M-5000 (285)

D.P.W. Project No. B-4-059.

This is an Amendment to the Basic Agreement made and entered into by and between the City of Chicago, a Municipal Corporation of the State of Illinois ("City"), and the Norfolk and Western Railway Company ("Company"). The Amendment shall broaden the warranty requirements by adding the following Sections to the Basic Agreement:

Section 13. The Company warrants and represents that it is not delinquent in any tax administered by the Illinois Department of Revenue, is contesting such tax in accordance with Department of Revenue procedures, or is in compliance with an agreement with the Department for the payment of such tax.

Section 14. The Company warrants and represents that it is not barred from contracting with the City because of bid-rigging or bid-rotating as defined by and pursuant to Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, Sections 33E-3 and 33E-4.

Section 15. The Company warrants and represents that it shall comply and is in compliance with Section 26.2 of the Municipal Code of Chicago ("Governmental Ethics") which provides that no payment, gratuity or offer of employment shall be made in connection with the Agreement between the City and the Company for this project by or on behalf of a subcontractor to the contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order. Any contract negotiated, entered into or proposed which violates this section shall be voidable as to the City.

Section 16. The Company shall cooperate with the City's Inspector General in any investigation or hearing undertaken to determine whether or not any provisions of the Municipal Code of Chicago have been violated with respect to this Agreement. The Company shall inform its contractors and subcontractors as to these requirements and shall mandate compliance therewith.

Section 17. The City is entitled to set-off against any payment due to the Company by the City under the Agreement adjudicated debts owed by the Company to the City including but not limited to fines and penalties for violations of the Municipal Code of Chicago.

Executed by the City this ____ day of _____, 19__.

City of Chicago, Illinois

_____
Mayor

Attest:

_____
City Clerk

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Approved:

_____
Commissioner of Public Works

_____
Comptroller

Executed by the Company this ____ day of _____, 19____.

Attest:

Norfolk and Western Railway Company

_____
Secretary

_____
Vice President -- Transportation.

AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR PRELIMINARY ENGINEERING FOR IMPROVEMENT OF VARIOUS INFRASTRUCTURE ELEMENTS ASSOCIATED WITH DEVELOPMENT OF WEST SIDE STADIUM PROJECT.

The Committee on Finance submitted the following report:

(Continued on page 306)

Exhibit "A".

(To Agreement Beginning On Page 281 Of This Journal)

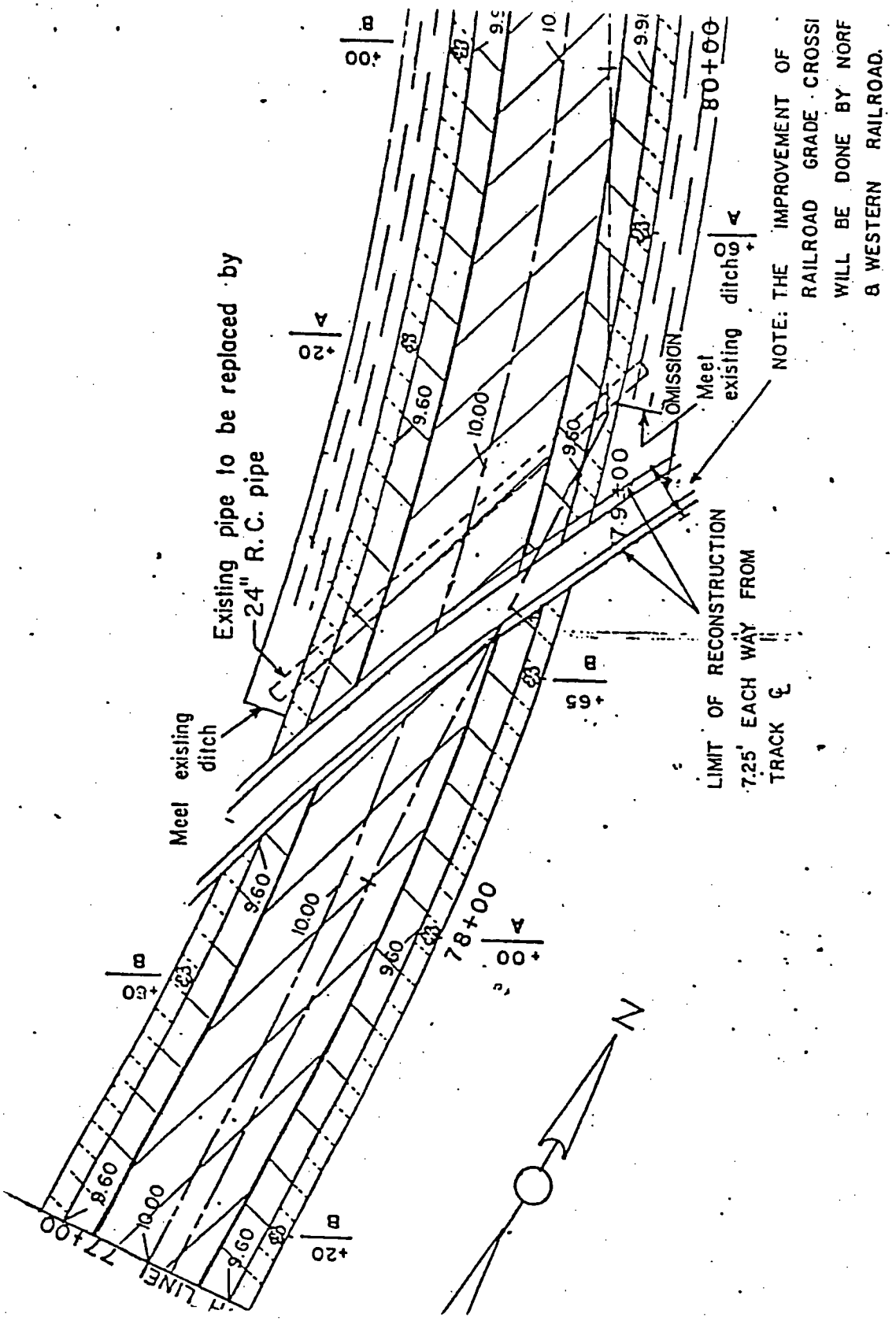


Exhibit "B".

(To Agreement Beginning On Page 281 Of This Journal)

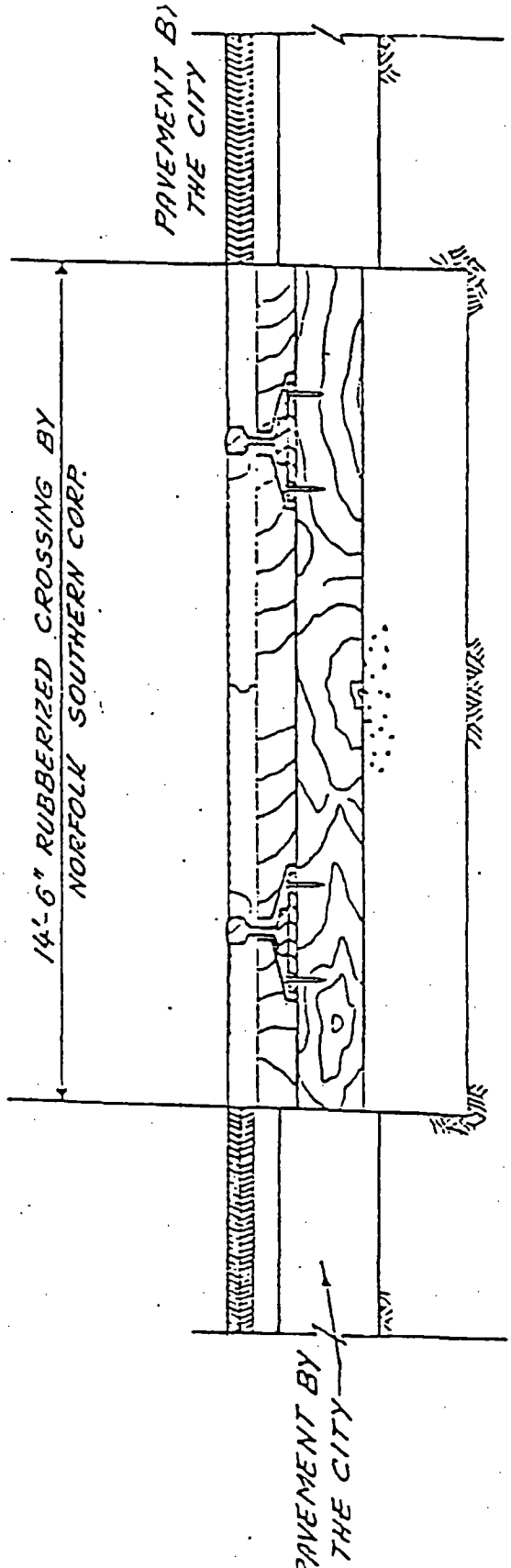
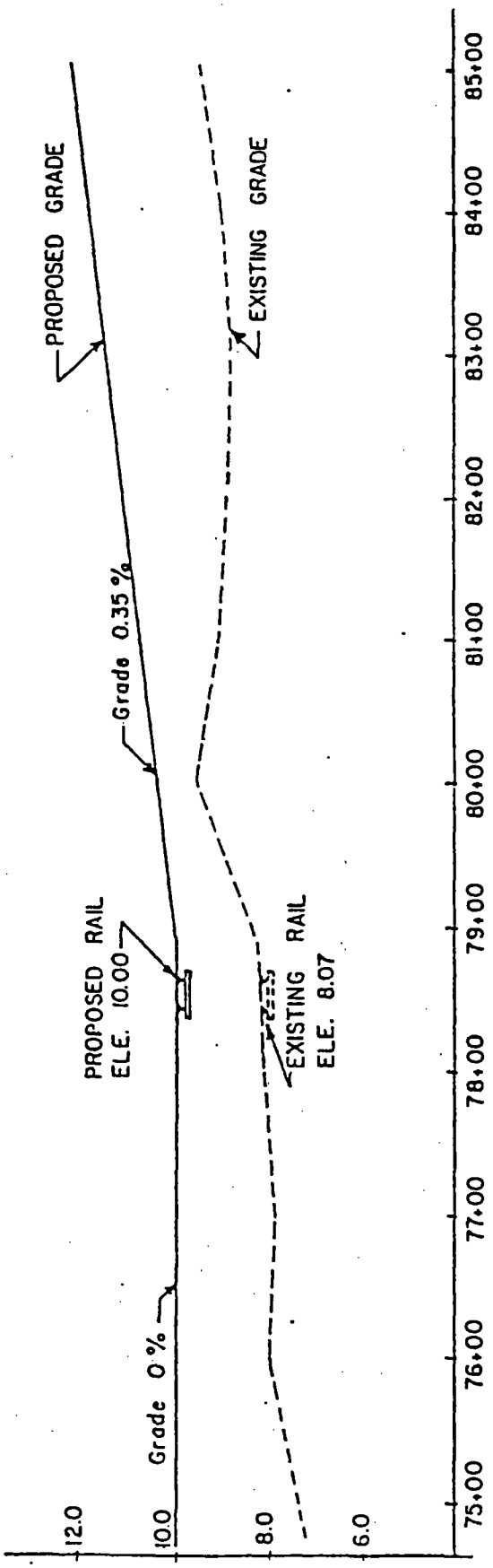


Exhibit "C".

(To Agreement Beginning On Page 281 Of This Journal)



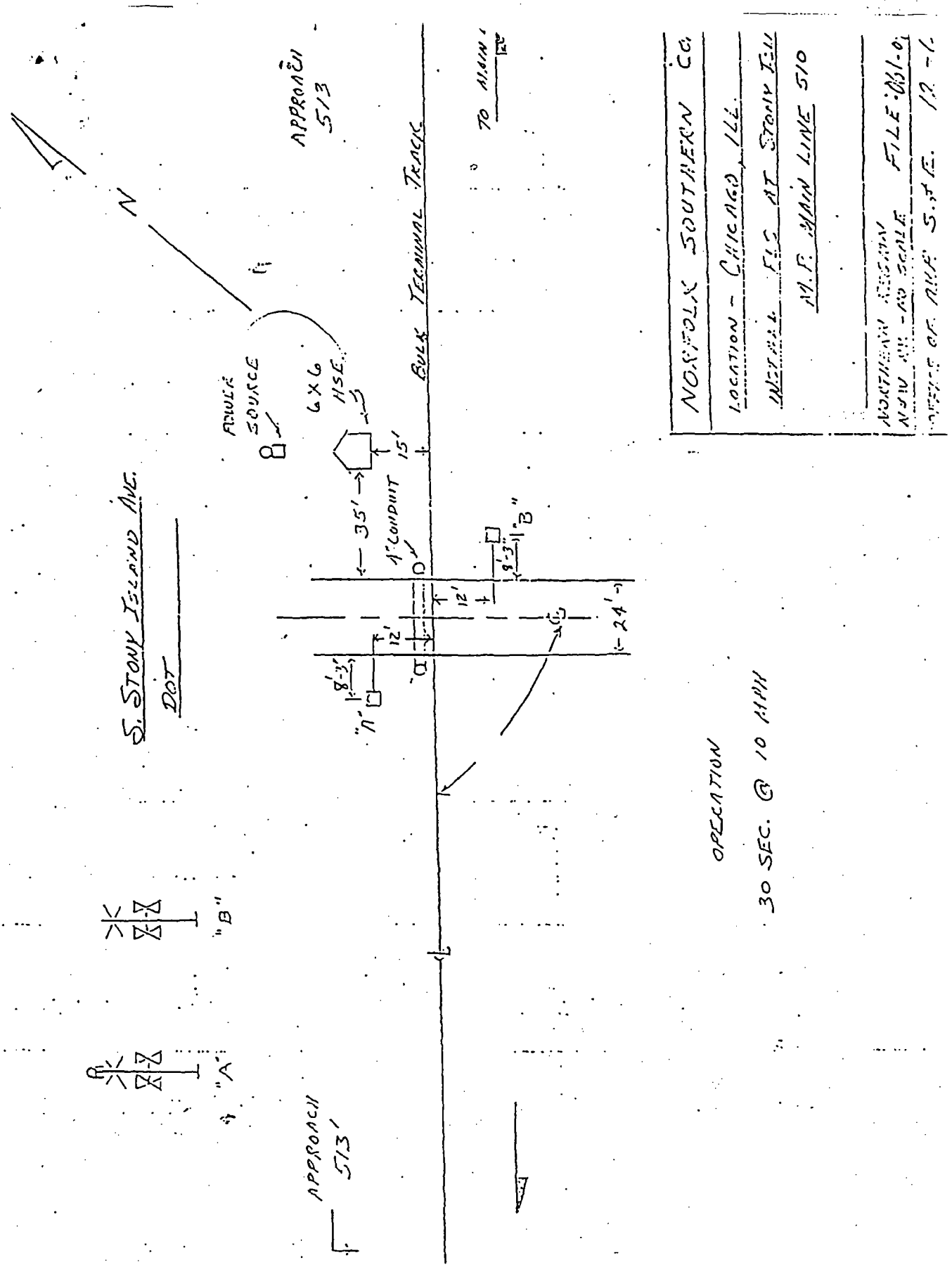
N.T.S.

PROPOSED RAILROAD CROSSING AT 110th ST.
S. STONY ISLAND AVENUE IMPROVEMENT
122nd STREET TO 103rd STREET

DPW PROJECT NO. B-4-059

Exhibit "F-8".

(To Agreement Beginning On Page 281 Of This Journal)



(Continued from page 301)

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the the execution of a City/State Project Agreement for the improvement of various infrastructure elements associated with the development of the West Side Stadium Project in the amount of $700,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for Preliminary Engineering for the Improvement of Various Infrastructure Elements Associated with the Development of the West Side Stadium Project described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3 of this ordinance.]

SECTION 2. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of said Division of Highways.

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

City/State Project Agreement attached to this ordinance reads as follows:

City/State Project Agreement.

Preliminary Engineering For The Improvement Of

Various Infrastructure Elements Associated

With The Development Of The

West Side Stadium Project.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of

Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of various Infrastructure Elements associated with the development of the West Side Stadium Project, hereinafter called the "Project"; and

Whereas, The City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvements, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, The City and the State have concurred in the use of State funds for Preliminary Engineering for the Project:

The State Hereby Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the Preliminary Engineering of the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State.

2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review and approve without delay, all submittals which require State review, approval or other action.

The City Hereby Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare any necessary design and location studies, hold any required public hearings, prepare any required environmental studies and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project, all of which is considered to be Preliminary Engineering.

4. To finance the work pending progressive reimbursement by the State of the costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Preliminary Engineering for the Project.

5. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State.

6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

The Parties Hereto Mutually Agree:

7. That the estimated costs of Preliminary Engineering covered and described by this Agreement are:

Preliminary Engineering (Phases I and II) (State Only Funds)	$700,000
TOTAL:	$700,000

8. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.

9. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of Preliminary Engineering for the Project ($700,000) as authorized by the City Council.

10. That this Agreement and the covenants contained herein shall be void ab initio in the event the Preliminary Engineering work contemplated herein is not underway by December 1, 1993.

11. That all prior Agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering for the Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The Local Agency certifies to the best of its knowledge and belief its officials:*

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

---

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827; and

(7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

In Witness Whereof, The "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public
Works

Executed by the State of Illinois
this ____ day of _____, _____.

By: _____
Director of Highways,
Illinois Department of
Transportation

Minority Business Enterprises Provisions attached to this City/State Project Agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this 'Policy' in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

AUTHORIZATION FOR EXECUTION OF SUBTERRANEAN PEDESTRIAN TUNNEL AND EASEMENT AGREEMENT WITH SAVINGS OF AMERICA TOWER ASSOCIATES FOR CONSTRUCTION OF UNDERGROUND PUBLIC PEDESTRIANWAY BENEATH PORTION OF NORTH LA SALLE STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Subterranean Pedestrian Tunnel and Easement Agreement with Savings of America Tower Associates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government created by the Illinois Constitution of 1970 and as such may legislate on matters which pertain to its local government and affairs; and

WHEREAS, The City Council of the City approved Business Planned Development No. 488, as amended, by ordinance passed on October 4, 1989 (Council Journal pages 5675 -- 5684); and

WHEREAS, Statement 7 of the Plan of Development which was incorporated in the ordinance requires the City and the current owner of the property at 120 North LaSalle Street ("Property"), Savings of America Tower Associates ("Savings of America"), to use all reasonable efforts to cause the development of an underground public pedestrianway beneath North LaSalle Street and between the Property and City Hall ("Pedway"); and

WHEREAS, Construction and development of the Pedway are matters related to the government and affairs of the City and the public health, safety, morals and welfare; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest a Subterranean Pedestrian Tunnel and Easement Agreement with Savings of America ("Agreement") in substantially the form attached and incorporated herein as Exhibit A, subject to the approval of the Commissioner of Public Works, and subject to the Corporation Counsel as to form and legality.

SECTION 2. The Commissioner of General Services is authorized to issue a permit granting permission and authority to Savings of America to enter and occupy North LaSalle Street to perform its obligations under the Agreement, the terms of and compensation for such permit to be as stated in the Agreement.

SECTION 3. All persons and corporations owning or operating public utility structures and appliances in, upon, over, across or along or adjacent to the portion of North LaSalle Street in which the Pedway is to be

constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph, fiber optic cable and other public utilities, and any conduits, pipes, cables, wires, poles or other properties used for such purposes or any of them) who shall at the time of construction of the Pedway own or operate such public utility structures and appliances, are ordered, directed and required to remove said public utility structures and appliances from their location in North LaSalle Street either temporarily or for the remainder of the period of their grant, license, or franchise, as may be designated by the Commissioner of Public Works.

SECTION 4. 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".

Subterranean Pedestrian Tunnel And Easement Agreement

Between

Savings Of America Tower Associates

And

The City Of Chicago.

Whereas, The Amendment to the Chicago Zoning Ordinance known as Business Planned Development No. 473 (October 4, 1989, Council Journal of Proceedings pages 5675 -- 5684) (the "Planned Development") acknowledged the importance of extending the downtown subterranean pedestrian tunnels which connect various buildings and transportation facilities (the "Pedway Network"); and

Whereas, Savings of America Tower Associates, a California general partnership (hereinafter referred to as "Savings of America") owns the Property (as hereinafter defined) and has agreed to construct an extension of

the Pedway Network on the real property commonly known as 120 North LaSalle Street, Chicago, Illinois (the "Property"), running east from a point approximately 35 feet west of the eastern boundary line of the Property through the building currently under construction on the Property (the "Building"), and continuing eastward through and at a level beneath LaSalle Street to a point outside the basement vault of City Hall, at or near the LaSalle Street east curb line as shown in the plan attached hereto and made a part hereof as (Sub)Exhibit A (the "Plan"); and

Whereas, The City of Chicago (the "City") has agreed to construct an extension of the Pedway Network through the City Hall basement from the outside of the City Hall basement vault to the below-grade access to the south stairwell to the first floor of City Hall (the "South Stairwell") and an elevator with access for the physically disabled (City Hall Pedway -- Phase I, as described hereinafter), and continuing on from the South Stairwell and the above described elevator to the north stairwell to the first floor of City Hall (the "North Stairwell") and on to the connection with the existing pedway providing access from the basement of City Hall to the State of Illinois Center as shown in the Plan (City Hall Pedway -- Phase II, as described hereinafter); and

Whereas, Savings of America has agreed to construct and build-out the LaSalle Pedway (as hereinafter defined) for the City of Chicago at a cost of as much as $1.5 Million and provide an additional contribution of approximately $215,000 toward the City Hall Pedway -- Phase I construction and build-out (as hereinafter defined); and the City has agreed to provide $394,000 toward the City Hall -- Phase I construction and build-out; and

Whereas, It is in the best interests of both the City and Savings of America to outline the specific terms of their understanding relative to the construction and operation of these extensions to the Pedway Network (the "Pedway Extensions" which consist of the 120 Pedway, LaSalle Pedway, and City Hall Pedway as each is defined hereinafter);

Now, Therefore, The City and Savings of America agree to each of the following, which shall constitute the Subterranean Pedestrian Tunnel and Easement Agreement (the "Pedway Agreement") between the parties.

I. Each of the foregoing recitals shall be incorporated herein as though fully set forth in this Pedway Agreement.

II. For purposes of this Pedway Agreement, the various segments of the Pedway Extensions shall be designated herein as follows and as more precisely defined in the Plan: (a) the 120 Pedway shall refer to that segment of the Pedway Extensions (which segment is accessible to the physically disabled) running east from a point approximately 35 feet west of the eastern boundary line of the Property through the Building to the Eastern boundary line of the Property -- including reasonable access through the

Building's elevators and stairwell adjacent to the eastern boundary of the Property (the "120 Pedway") (as shown in the Plan); (b) the LaSalle Pedway shall refer to that segment of the Pedway Extensions located at a level beneath LaSalle Street from the eastern boundary of the Property to a point outside the basement vault of City Hall, at or near the LaSalle Street east curb line ("LaSalle Pedway"); (c) City Hall Pedway -- Phase I shall refer to that segment of the Pedway Extension starting at the point the LaSalle Pedway connects with City Hall and continuing through City Hall to the South Stairwell and elevator as shown in the Plan ("City Hall Pedway -- Phase I"); (d) City Hall Pedway -- Phase II shall refer to that segment of the Pedway Extensions starting from the point at which City Hall Pedway -- Phase I ends and continuing to the North Stairwell and on to the connection with the existing pedway providing access from the basement of City Hall to the State of Illinois Center as shown in the Plan ("City Hall Pedway -- Phase II"); and (e) the City Hall Pedway shall refer to those segments of the Pedway Extensions comprised of both segments described in (c) and (d) above (the "City Hall Pedway").

III. The principal terms of the Pedway Agreement are as follows:

1. The Pedway Extensions shall become part of, and connect with the Pedway Network.

2. The Pedway Extensions (except for City Hall Pedway -- Phase II) shall be open for public pedestrian use on or about February 20, 1992.

3. Pursuant to the Planned Development, Savings of America, for itself, its successors and assigns, hereby gives, grants and conveys unto the City a nonexclusive easement for pedestrian ingress and egress through the 120 Pedway which shall run with the land and be binding on Savings of America and its successors and assigns and be enforceable by the City, its successors and assigns. Savings of America agrees to take such action and cause execution of such documents as may be reasonably necessary to perfect or confirm the easement in the City of Chicago. The City for itself, its successors and assigns, hereby agrees to afford pedestrian ingress and egress between and through the LaSalle Pedway and City Hall Pedway. Such easement and the City's obligation shall be subject to the conditions and limitations hereinafter set forth:

(a) Each party hereby reserves unto itself, its successors and assigns, the unrestricted right with respect to the segment(s) of the Pedway Extensions located on each party's property to:

(i) use, operate, maintain, repair, alter and rebuild the segment in support or enhancement of the Pedway Extensions, provided such actions do not permanently obstruct pedestrian traffic provided such

party is taking all reasonable action to minimize interference with the other party's rights and obligations with respect to the Pedway Extensions; provided further, however, that Savings of America shall have the right to use the segment of the Pedway Extensions on the Property for purposes of servicing the building and for retail space and the City shall have the right to use the segment of the Pedway Extension on its property for the purposes of servicing its building;

(ii) prohibit, to the extent permitted by law, salesmen, handbillers, entertainers, solicitors, canvassers, protesters, pickets, loiterers, or any other person using the segment for other than pedestrian ingress or egress;

(iii) patrol, secure and maintain the segment for the orderly, safe and enjoyable use thereof by the public;

(iv) prohibit use of all forms, objects and means of transportation utilizing wheels or motors, including, without limitation, all bicycles, skateboards, rollerskates, rollerblades, and motorized vehicles; provided, however, that wheelchairs or similar access devices used by handicapped persons for locomotion shall be expressly permitted and; provided further, that dollies, carts and other similar devices may be operated in all segments of the Pedway Extensions.

(b) The Parties hereby reserve unto themselves, their successors and assigns, the unrestricted right to prohibit access to their property and buildings by way of the Pedway Extensions or the Network at any time other than between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday.

(c) In exercising the aforementioned rights, each party shall use reasonable efforts to keep interference with the property and operations of the other to a minimum and to that end shall give to the other reasonable advance written notice of any activity which may interfere with the property or operations of the other and will consult with the other to arrange reasonable timing and conditions under which such activity shall be performed.

(d) Each party shall at all times keep the respective segments of the Pedway Extensions on their property in good order and repair and in compliance with all applicable laws, ordinances and regulations. Savings of America and the City understand and agree that each shall be responsible for any and all costs, expenses and fees associated with the proper operation, maintenance and repair of the respective segments of the Pedway Extensions on their property; provided, however, that Savings of America shall sweep, mop and do light cleaning in the LaSalle Pedway at its own cost on a reasonable schedule developed by Savings of America which is either approved by the City,

or is substantially similar to other privately cleaned segments of the Pedway Network.

(e) Upon completion of the Pedway Extensions, the City shall defend, indemnify and hold harmless Savings of America, Ahmanson Commercial Development Company, Home Savings of America, F.A., H. F. Ahmanson & Company, The Fuji Bank, Ltd., a Los Angeles Agency, MBK Savings of America Tower Joint Venture consisting of: MBK MDR Real Estate, Inc., a Delaware Corporation, MBK SOA Real Estate, Inc., a Delaware Corporation, Seiwa Kogyo American Corporation, a California Corporation, Daiwa Real Estate Co., Ltd., a Japan Corporation, their employees and agents from and against any action, claim, damage, liability, cost, fee or expense (including reasonable attorneys' fees and expenses), for all loss arising from injury to or death of any person whomsoever, or from damage to or destruction of any property whatsoever, caused, in whole or in part, by the design, existence, location, use, support, repair, maintenance, alteration, demolition, renewal or reconstruction of the LaSalle Pedway and the City Hall Pedway, excepting those damages caused by the aforementioned entities' negligence or intentionally tortious conduct.

Savings of America shall defend, indemnify and hold harmless the City agents and employees from and against any action, claim, damage, liability, cost, fee or expense (including reasonable attorneys' fees and expenses), for all loss arising from injury to or death of any person whomsoever, or from damage to or destruction of any property whatsoever, caused, in whole or in part, by the design, construction, existence, location, use, support, repair, maintenance, alteration, demolition, renewal or reconstruction of the 120 Pedway, excepting those damages caused by the City, its agents' and employees' negligence or intentionally tortious conduct.

Savings of America shall maintain public liability insurance at all times against the risks of personal and bodily injury, death and damage to property arising out of or in connection with the use and operation of the 120 Pedway with responsible companies and with reasonable limits deemed adequate by Savings of America and approved by the City, provided that the City shall not unreasonably withhold or deny approval of such companies or commercially reasonable limits. The City, its agents and employees shall be named as additional insured parties on such insurance and the City shall be furnished with copies of the policy or policies providing such coverage or certificates evidencing such coverage if the policy or policies cover other locations or activities of Savings of America.

(f) After completion of the LaSalle Pedway and City Hall Pedway -- Phase I by Savings of America and acceptance of the LaSalle Pedway by the City, the City shall furnish to the LaSalle Pedway, and the City Hall Pedway -- Phase I, utility service required for the use and operation of

those segments of the Pedway Extensions, including all necessary heating, air cooling, electricity, fire protection and ventilation. The City will also make every effort to assist in the testing of such utility service prior to its use.

(g) At the election of Savings of America, its successors and assigns, and upon written notice by Savings of America, its successors and assigns, to the City, the rights and obligations established herein shall terminate upon demolition of the Building for any reason whatsoever. Similarly, at the election of the City, and upon written notice by the City to Savings of America, the rights and obligations established herein shall terminate upon the demolition of City Hall. Any liability and obligation of the parties, their successors or assigns under this agreement, may arise only during the period of time as to which the respective party owns all or any portion of the segments of the pedway or their respective property; provided, however, that liability for an occurrence which took place during the period of time of a respective party's ownership shall remain a liability of such owner, notwithstanding the fact that a claim may be made after a conveyance (subject, however, to the extent such claim is permitted by law).

4. Pursuant to Statement Seven (7) of the Planned Development, the design and construction of the Building does not preclude a connection to a future pedestrian tunnel system at the western line of the Property adjacent to the public right-of-way of Wells Street (the "Wells Street Tunnel System"). Upon completion of the Wells Street system, the 120 Pedway shall be deemed to extend to the western boundary of the property and shall exist under the same easement and conditions and limitations as described in Section III, 3 herein. However, 1) if a connection at the west line of the Property is not made by the City within ten (10) years after the completion of the Pedway Extensions, or 2) a contract to connect to the west line of the Property has not been entered into by the City with a third party within ten (10) years after the completion of the Pedway Extensions and the connection contemplated by such a contract has not been made or built within twelve months after the expiration of the above described ten (10) year period, all of the City's rights relating to the connection of the Wells Street Tunnel System with the Property, then all of the City's rights for pedestrian passage in the Building other than those granted herein in paragraph III (3), shall lapse in accordance with the Planned Development.

5. Savings of America shall be responsible for constructing the 120 Pedway and the LaSalle Pedway. Subject to the limitations contained in Section II of this Agreement, the City shall be responsible for the construction of both City Hall Pedway -- Phase I and City Hall Pedway -- Phase II. The City will use its best efforts to contract for the services of Savings of America, as development manager, and Schal Associates, Inc. as the general contractor for the work in connection with the City Hall

Pedway -- Phase I project. Savings of America shall provide reasonable construction management services at its cost. The City shall provide primary architectural and engineering services for the City Hall Pedway -- Phase I project at its cost.

6. The City hereby consents to the construction by Savings of America of the LaSalle Pedway in substantial conformance with the drawings submitted to the City, which shall be in substantial conformance with (Sub)Exhibit B, attached hereto and made a part hereof, and to the following level of finishes: walls to be of granite tile; ceiling to be painted cement plaster or painted drywall, lighting in ceiling to be linear fluorescent fixtures; and floor to be terrazzo material.

7. The parties hereby agree to use best efforts to complete construction of the 120 Pedway, the LaSalle Pedway and the City Hall Pedway -- Phase I on or before February 20, 1992. The City shall use its best efforts to fund and complete construction of the City Hall Pedway -- Phase II within two (2) years after the completion of City Hall Pedway -- Phase I. Any of the above completion dates may be delayed by fire, strike, other labor disputes, flood, other natural disasters, war, riot, or acts of God.

8. Nothing herein shall excuse Savings of America from obtaining all necessary permits from the proper governmental authorities, including the City, for construction of the 120 Pedway and the LaSalle Pedway. The City shall use its best efforts to expedite all necessary local governmental permits (including building permits). The City shall grant to Savings of America a permit to occupy the public way for the LaSalle Pedway at no cost to Savings of America or its agents, employees, successors and assigns. Said permit shall terminate upon acceptance of the LaSalle Pedway by the City.

9. Savings of America agrees to submit promptly to the City for its approval, which approval shall not be unreasonably withheld, any proposed changes to the Plan which may result in a material change in the scope or design of the LaSalle Pedway as detailed in the Plan. A "material change" shall be defined as a change in the scope of the Plan which increases the cost of the project 5% or more. The parties shall use their best efforts to resolve any differences concerning material changes. In any transmittal of a proposed material change by Savings of America, the specific nature of the change, and the reasons therefore shall be set forth in writing. The City shall approve or deny such changes within five (5) business days after Savings of America has sent the written notice.

10. Savings of America shall obtain from qualified and responsible contractors prices for construction of the LaSalle Pedway. Savings of America shall, in its sole discretion, select the contractor which it deems most responsible. Savings of America shall bear all costs connected with construction of the LaSalle Pedway, except as otherwise described herein.

Notwithstanding the foregoing, the City shall, when the construction of the LaSalle Pedway so necessitates, order, direct, and require all persons and corporations owning or operating public utility structures and appliances (including, but not limited to The Peoples Gas, Light and Coke Company, Commonwealth Edison Company and Illinois Bell Telephone Company), upon, over, across, in or along any streets or public places (the "Public Utilities") in which the tunnel is to be constructed to upgrade and/or shore-up, replace or remove said public utility structures and appliances from their locations in said streets or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets and public places for public utility purposes as hereafter may be designated (included in the term "public utilities structures and appliances" are lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigeration, power, telephone, telegraph and other public utilities and any conduits, pipes, wires, poles or other properties used for said purposes). In no event shall Savings of America be responsible for any costs incurred by the Public Utilities should said utilities be required by the City to take one or more of the above actions.

Savings of America shall bear "Ordinary Costs" associated with work necessitated by the construction of the LaSalle Pedway which involves City-owned and operated utilities (including, but not limited to those of the City's Departments of Water, Sewers and the City Bureau of Electricity) ("City Utilities"). "Ordinary Costs" are those costs reflected in the ground retention system drawing prepared by Pile Dyne, Inc., entitled "Stage 1 Retention System" dated November 30, 1990 and last revised May 5, 1991.

Any costs related to work on City Utilities necessitated by the construction or installation of the LaSalle Pedway, which are not "Ordinary Costs", and which are not caused by the negligence or tortious conduct of Savings of America and its agents or employees, shall be deemed "Extraordinary Costs" and shall be borne by the City; provided further, that any unforeseeable and unavoidable expenses arising in connection with the City Utilities, above and beyond those reflected in the drawing (including, but not limited to, pipe replacement or repair and additional shore-up of City Utilities), shall be deemed "Extraordinary Costs" and shall also be borne by the City.

11. Savings of America shall contribute $215,000 and the City shall spend $394,000 for the construction and build-out of City Hall Pedway -- Phase I. The budget estimate to construct and build-out City Hall Pedway -- Phase I to the level of finishes described in Item 12 herein is estimated to be approximately $594,000 and is attached hereto as (Sub)Exhibit C. The funds contributed by Savings of America and the City shall be held in an escrow account ("Phase I Escrow") which shall be governed by an escrow

draw agreement. Said agreement shall provide that the escrow funds shall be drawn at a ratio of one (1) to one (1) (City funds to Savings of America funds, respectively). The City shall use its best efforts to obtain funding from any legal and available source for the construction and build-out of City Hall Pedway -- Phase II, not including Savings of America.

Savings of America's contribution of $215,000.00 shall be reduced by an amount equal to the building permit fees charged for the LaSalle Pedway. The parties acknowledge that a certain amount of the budget established for the construction and build-out of City Hall Pedway -- Phase I, as presented in (Sub)Exhibit C, is set aside for unforeseen expenditures (hereinafter referred to as "Contingency Funds") arising in connection with the construction and build-out. Except as otherwise provided hereafter, such Contingency Funds may be used to cover the cost of such unforseen expenses. If such unforeseen expenses are greater than, or can be expected to exceed, the amount of Contingency Funds, the City and Savings of America agree to meet and work toward a reasonable solution. It is expressly understood that neither party shall be required to contribute any more funds to the City Hall Pedway -- Phase I project than have been committed in this section. In the event that the City and Savings of America do not agree on a reasonable solution, the parties acknowledge and hereby agree that either Savings of America or the City may terminate its participation in the City Hall Pedway -- Phase I project and receive an amount remaining in the Phase I Escrow attributable to its respective initial contribution toward the City Hall Pedway -- Phase I project.

12. City Hall Pedway -- Phase I shall be finished with new terrazzo flooring, a new ceiling, new fluorescent lighting, and wainscot treatment on the walls (tile material to be granite). The City shall ultimately finish City Hall Pedway -- Phase II with finishes similar to those of City Hall Pedway -- Phase I.

13. Until the acceptance by the City of the LaSalle Pedway, Savings of America agrees to defend, indemnify and hold harmless the City from and against any action, claim, damage, liability, cost, fee or expense (including reasonable attorneys' fees and expenses), for all loss (except as provided otherwise in paragraph 10 with respect to Public Utilities and City Utilities), arising from injury to or death of any person whomsoever, or from damage to or destruction of any property whatsoever, caused, in whole or in part, by Savings of America's construction of the 120 Pedway and the LaSalle Pedway, provided, however, that such loss is not a result of the City's negligence or intentionally tortious conduct.

Savings of America shall maintain public liability insurance at all times against the risks of personal and bodily injury, death and damage to property arising out of or in connection with the construction of the 120 Pedway and the LaSalle Pedway with responsible companies and with

reasonable limits deemed adequate by Savings of America and approved by the City, provided that such approval shall not be unreasonably withheld. The City shall be named as an additional insured party on such insurance and shall be furnished with copies of the policy or policies providing such coverage or with certificates evidencing such coverage if the policy or policies cover other locations or activities of Savings of America.

During and up to the time of completion of construction of City Hall Pedway -- Phase II (and City Hall Pedway -- Phase I if Savings of America is not appointed the development manager by the City) the City agrees to defend, indemnify and hold harmless Savings of America, Ahmanson Commercial Development Company, Home Savings of America, F. A., H. F. Ahmanson & Company, The Fuji Bank, Ltd., a Los Angeles Agency, MBK Savings of America Tower Joint Venture consisting of: MBK MDR Real Estate, Inc., a Delaware Corporation, MBK SOA Real Estate, Inc., a Delaware Corporation, Seiwa Kogyo American Corporation, a California Corporation, Daiwa Real Estate Co., Ltd., a Japan Corporation, their employees and agents from and against any action, claim, damage, liability, cost, fee or expense (including reasonable attorneys' fees and expenses), for all loss, arising from injury to or death of any person whomsoever, or from damage to or destruction of any property whatsoever, caused, in whole or in part, by the City's construction of City Hall Pedway -- Phase II (and City Hall Pedway -- Phase I if Savings of America is not appointed the development manager by the City); provided, however, that such loss is not a result of the aforementioned entities' negligence or intentionally tortious conduct.

14. Upon completion of construction of the LaSalle Pedway, Savings of America shall give notice to the City that the LaSalle Street pedway is completed and give to the City a bill of sale for the LaSalle Pedway and the City shall accept the LaSalle Pedway provided that said Pedway has been constructed in accordance with this Pedway Agreement.

15. The parties may amend or modify this Agreement and such amendment or modification shall be in writing and signed by both parties.

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

17. This Agreement, consisting of 17 paragraphs, signature blocks and a notary block, shall be binding on the parties and their successors and assigns for a period of thirty-five (35) years (except as otherwise provided in paragraph 3(g) hereof), commencing as of the date written below. After the expiration of the 35th anniversary of the execution of this Agreement, the rights and obligations in this Agreement shall be terminable upon ninety (90) days written notice given by one party to the other.

In Witness Whereof, The Parties have indicated the acceptance of the terms of this Pedway Agreement as of the date written below.

Savings of America Tower Associates, a California general partnership

By: _____
J. F. Boyle, Jr.,
Vice-President, Ahmanson Commercial Development Company, General Partner of Savings of America Tower Associates

Subscribed and Sworn to before me this _____ day of _____, 1991.

_____
Notary Public

The City of Chicago

By: _____
Richard M. Daley, Mayor
City of Chicago

Attest: _____
Walter S. Kozubowski,
City Clerk
City of Chicago

Subscribed and Sworn to
before me this _____ day
of _____, 1991.

_____
Notary Public

[(Sub)Exhibits "A" and "B" attached to this Subterranean Pedestrian Tunnel and Easement Agreement printed on pages 331 through 332 of this Journal.]

(Sub)Exhibit "C" attached to this Subterranean Pedestrian Tunnel and Easement Agreement reads as follows:

(Sub)Exhibit "C".

116 -- 120 North LaSalle Street

Phase I -- City Corridor Conceptual Budget Update.

April 8, 1991 (Update May 9, 1991).

A.	Base Budget	Phase I Concept Per April 8, 1991
Code	Trade	
01	Demolition	$18,000
05	Concrete	37,000
05.1	Concrete Patching	10,000

A.	Base Budget	Phase I Concept Per April 8, 1991
06	Steel/Miscellaneous Iron	$4,000
12	Masonry	7,000
14	Interior Stone	-0-
15A	Waterproofing	500
31	Drywall/Rough Carpentry	22,000
34	Terrazzo	-0-
39	Hollow Metal	3,000
42	Hardware	1,750
45	Painting/Vinyl Base	10,000
48	Sprinklers/Plumbing	29,000 (A)
49	H.V.A.C.	63,375 (A)
52	Electric	66,600 (A)
	Subtotal:	$272,225
	G.C. and Fee at 14%	38,000
	Construction Subtotal:	$310,225
	10% Contingency	31,000
	Asbestos Abatement (by City of Chicago)	Not Included
	Preliminary Conceptual Budget Total:	$341,225
B.	Finish Upgrades	
	Add the following upgrades:	
	1. Remove wainscot, wall patch, drywall ceilings with local soffits	$100,000

2.	Terrazzo flooring (single color)	45,000
3.	Light fixture upgrade (good quality indoor fluorescent, $100/each)	16,000
	Subtotal:	$161,150
	10% Contingency	16,150
	G.C. and Fee at 14%	24,871
	TOTAL (A and B):	$543,740
4.	Wall Finishes:	
	4 feet high marble tile wainscot ($8.00/square feet material allowance)	50,000
	TOTAL AMOUNT:	$593,740

Note: Preliminary budget is based on the clarifications noted and assumes design development accordingly.

Conceptual Budget Assumptions.

1. The following items are not included:

-- Architects and engineering fees.

-- Permit fees.

-- Duct and M.E.P. utility relocations.

-- City Departmental relocation costs.

-- Replacement of existing M.E.P. piping due to age or existing condition.

-- As-built surveys.

-- Custom light fixtures.

-- Testing or inspection service costs.

2. *Drywall ceiling and enclosure of low H.V.A.C. ducts is included.*

3. Single color terrazzo flooring with vinyl base is included.

4. Walls will have wainscot removed and be locally patched. 4 feet high 1 foot x 1 foot marble tile wainscot, with paint above wainscot is included.

5. All walls and ceilings are to be painted out with one paint color.

6. All asbestos abatement to be provided by the City of Chicago.

7. All work is to be performed during normal working hours.

8. Existing lighting to remain.

9. Construction drawings to be available by June 14, 1991 to permit trades to be purchased with balance of pedway work.

10. Work to be performed between July 1, 1991 and February 20, 1992.

11. Building permit to be prepared, procured and paid for by the City of Chicago.

12. Drawing Nos. A1, S1, MP-1, P-2, P-3, M-2, M-3, E1 and E2 dated April 2, 1991 as prepared by the City of Chicago indicated conceptual requirements.

13. Mechanical/electrical/plumbing/fire protection line items represent allowances as mutually agreed with the City on April 8, 1991 since the full scope of the work is not yet defined.

14. Existing tree planters to remain. Pedway alignment to be routed accordingly.

15. Penetration/concrete lintel design through existing vault/City Hall basement wall to be designed by City.

16. No sprinklers provided in the City Hall section of the Pedway.

17. Refurbishment of existing stonework and M.E.P. systems within City Hall is not included.

18. Re-use of existing doors and hardware is anticipated where possible.

19. Revolving door unit is assumed to be anodized aluminum located on the 120 North LaSalle Street side of the Pedway.

20. Cost for performance and payment bonding of General Contractor or any of its subcontractors is not included and assumed not required.

21. Asbestos and toxic waste investigation reports, their removal or any schedule delay impacts.

22. Commonwealth Edison and Illinois Bell temporary and permanent excess or optional facility charges for construction or permanent services.

23. Costs associated with providing any special protective bonds or insurance during construction for adjacent public or private property.

24. Costs associated with providing Owner's Building Risk Insurance along with any associated deductible.

AUTHORIZATION FOR EXECUTION OF CONTRACTS WITH SOUTHSIDE FORD TRUCK SALES, INC. FOR PURCHASE, LEASE AND REPAIR OF VEHICLES AND RELATED EQUIPMENT.

The Committee on Finance submitted the following report:

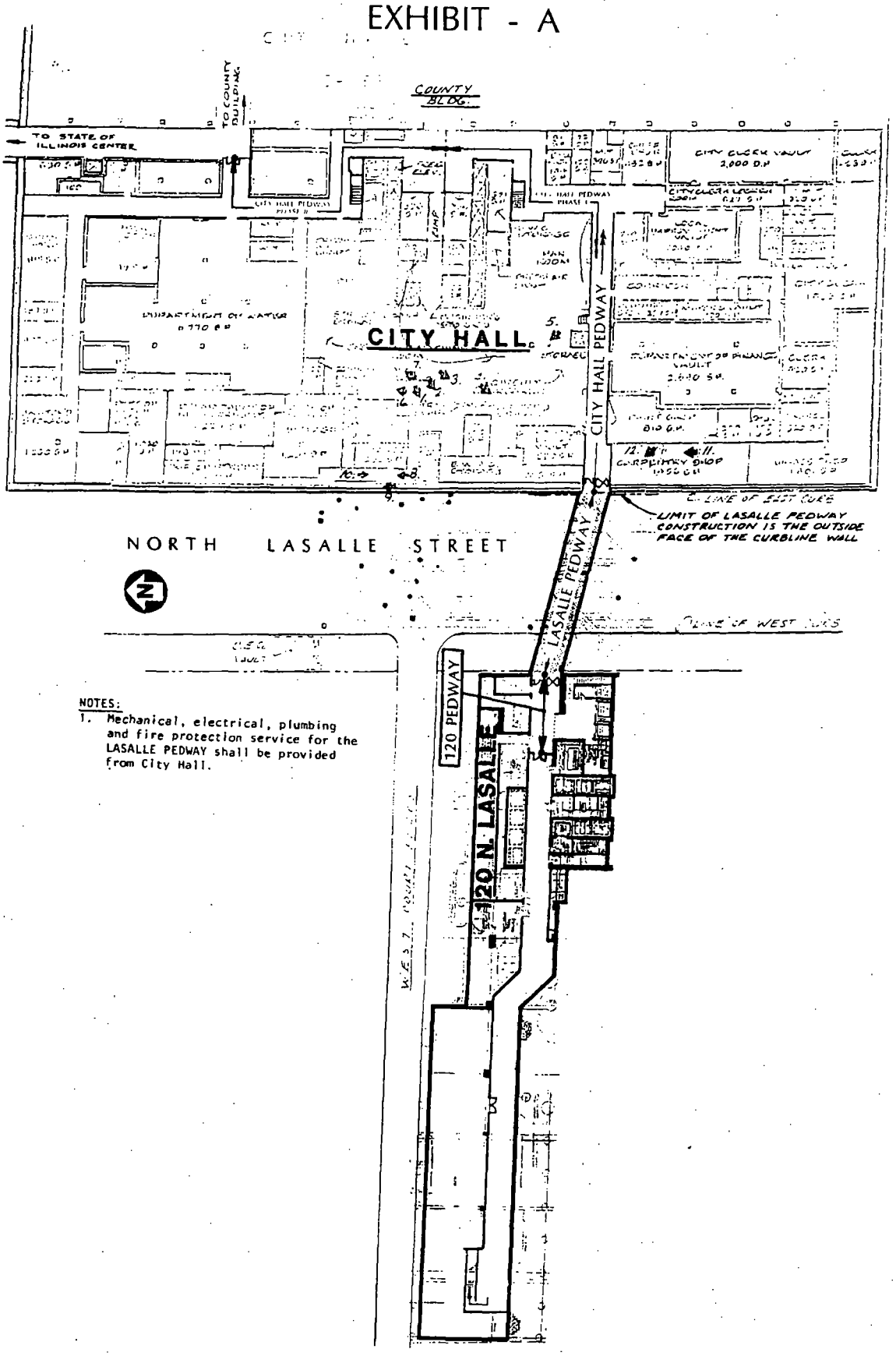
CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the awarding of contracts to Southside Ford Truck Sales, Inc., for the purpose of purchasing trucks and related equipment, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 333)

EXHIBIT - A


TO COUNTY BUILDING
COUNTY BLDG.
TO STATE OF ILLINOIS CENTER
CITY HALL
CITY HALL PEDWAY
CITY CLERK VAULT
2,000 D.H.
NORTH LASALLE STREET
LASALLE PEDWAY
CL LINE OF EAST CURB
LIMIT OF LASALLE PEDWAY CONSTRUCTION IS THE OUTSIDE FACE OF THE CURBLINE WALL
CL LINE OF WEST CURB
120 PEDWAY
120 N. LASALLE
WEST FRONT
NOTES:
1. Mechanical, electrical, plumbing and fire protection service for the LASALLE PEDWAY shall be provided from City Hall.

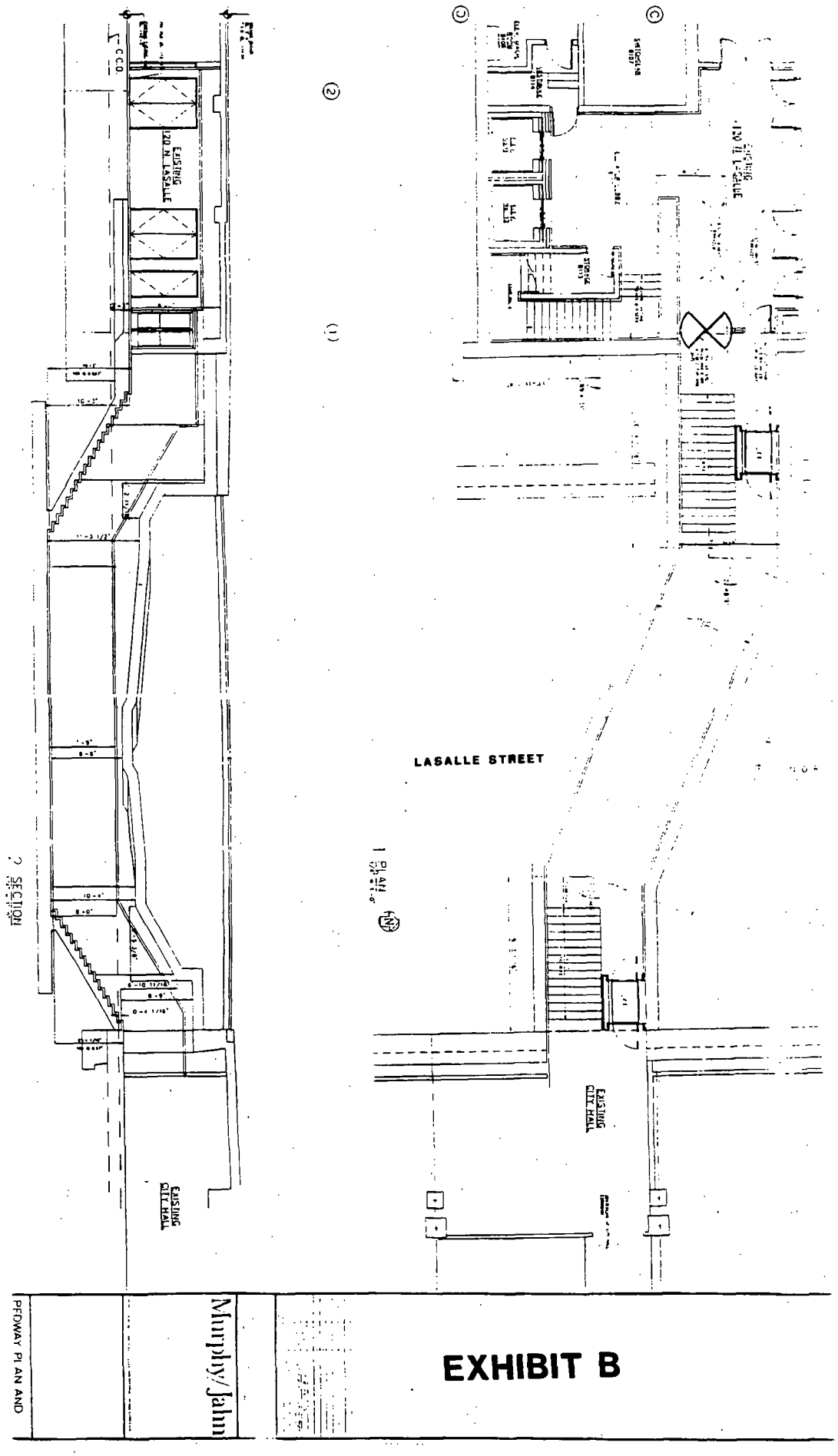

LASALLE STREET
EXISTING CITY HALL
EXISTING CITY HALL
SECTION 2
PEDWAY PLAN AND
Murphy/Jahn

EXHIBIT B

(Continued from page 330)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago has enacted a Minority- and Women- Owned Business Enterprise Procurement Program ("Program") which uses the City's purchasing functions to provide and enhance competitive opportunities for minorities and women-owned businesses; and

WHEREAS, Southside Ford Truck Sales, Inc. ("the contractor") is a truck dealership located in the City of Chicago and is certified pursuant to the Program as a minority business enterprise; and

WHEREAS, The contractor and the City desire to enter into certain contracts whereby the City will purchase heavy and light trucks and related equipment from the contractor, which submitted the lowest bid for such contracts; and

WHEREAS, Certain provisions of the City's Anti-Apartheid Ordinance may operate so as to prevent the contractor from receiving such contracts thereby frustrating the Program's objectives of expanding competitive opportunities for the contractor as a minority business enterprise; now, therefore,

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

SECTION 1. Notwithstanding any provision contained in Chapter 3-68 to the contrary, the Mayor, the Purchasing Agent, and the Comptroller are hereby authorized to enter into and execute any contracts with the contractor for the purchase of vehicles and parts and service and the lease of vehicles and the repair of same, so long as the contractor is the lowest responsible bidder.

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

AMENDMENT OF TITLE 4, CHAPTER 16, SECTIONS 010 AND 020 OF MUNICIPAL CODE OF CHICAGO BY DEFINING SPECIAL SEATING AREAS AND IMPOSING APPLICABLE CITY AMUSEMENT TAX.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to Chapter 4-16 of the Municipal Code of Chicago pertaining to the calculation of amusement tax applicable for special seating areas, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-16 of the Municipal Code of Chicago is hereby amended in Section 4-16-010 by adding the following italicized language to the end of the section:

4-16-010.

* * * * *

"Special seating area" means an enclosed or substantially enclosed apartment-style room containing or making available amenities for the exclusive use of the patrons thereof whether denominated as luxury or super suites or skyboxes or by other similar terms. Such amenities may include, but are not necessarily limited to, television (including closed-circuit capacity), bathroom, refrigerator, telephone service, storage sink, living

room or lounge furniture, special spectator seating, food, heat, air conditioning and parking.

SECTION 2. Chapter 4-16 of the Municipal Code of Chicago is hereby amended in Section 4-16-020 by deleting the language bracketed and inserting the language in italics as follows:

4-16-020A. A city amusement tax is imposed upon the patrons of any amusements within the city, of an amount equal to four percent of the admission fees or other charges paid for the privilege to enter, to witness, to view or to participate in such amusements; provided, however, that any tax imposed under this chapter shall not apply to patrons of automatic amusement machines as defined in Article II of this chapter of the Municipal Code of Chicago, or be imposed upon the privilege of witnessing or participating in any stock show or business show, which is not open to the general public, or, except as limited below, be imposed upon the privilege of witnessing or participating in any amusement sponsored or conducted by the proceeds of which, after payment of reasonable expense, inure exclusively to the benefit of:

* * * * *

C. The tax imposed in subsection A of this section shall apply to and be imposed upon 60% of the admission fees or other charges (including, but not limited to, the gross lease or rental amount) paid for the privilege of using special seating areas to witness or to view an amusement.

[C.] *D.* * * * * *

[D.] *E.* * * * * *

[E.] *F.* * * * * *

SECTION 3. If any provision, clause, sentence, paragraph, section or part of this ordinance, including any clause containing an exemption, or application thereof to any person or circumstance, shall for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered, and it is hereby declared to be the legislative intent of

the City Council that this ordinance would have been adopted had such unconstitutional or invalid application, provision, clause, sentence, paragraph, section or part thereof not been included.

SECTION 4. This ordinance shall take effect October 1, 1991, and shall apply to admission fees or other charges paid by patrons on or after such date.

AUTHORIZATION FOR EXECUTION OF PROJECT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION TO REIMBURSE CITY FOR MAINTENANCE OF SPECIFIED STATE HIGHWAYS WITHIN CORPORATE LIMITS OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with the Illinois Department of Transportation for the purpose of maintaining specified state highways located within the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City") has previously, by Council orders, authorized and directed the Commissioner of Streets and Sanitation of the City to enter into agreements with the State of Illinois to reimburse the City for the costs of maintaining specified State highways located within the City boundaries; and

WHEREAS, It is now necessary to execute an agreement covering the period from July 1, 1990 to June 30, 1991; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Commissioner of Streets and Sanitation is hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into and execute the agreement substantially in the form of Exhibit A, attached hereto and made a part hereof.

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

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

Exhibit "A".

Illinois Department Of Transportation

Agreement For Maintenance Of Municipal Streets.

This Agreement, made and entered into this _____ day of _____ 19_____, A.D., by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "Department" and the City of Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as the "Corporation".

Witnesseth:

That for and in consideration of the covenants hereinafter mentioned, the Corporation agrees to operate and maintain for the period beginning July 1, 1990, and ending June 30, 1991, in a manner satisfactory to the Department, portions of certain streets being used as extensions or parts of State highways lying within the boundaries of the Corporation.

It is further understood that the terms of this agreement may be adjusted by addendum during the agreement's tenure to compensate for the addition or deduction of lane miles of streets to be maintained. Such addendum shall be approved and signed by both parties.

Operation and maintenance includes but is not limited to all routine surface and pothole repairs, temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, cleaning and litter pickup, snow and ice control and all other routine operational services. Median maintenance, when applicable, shall consist of sweeping, litter pickup, mowing, and routine surface repairs.

The Corporation agrees to operate and maintain the streets covered by this agreement in the best interests of the people of the State of Illinois. The portions of streets to be maintained are described on the Computation Sheet (Form Mai. 411) attached hereto and made a part hereof.

The Corporation agrees to permit no cuts or openings in the curbs or pavements of the streets covered by this agreement without the written approval of the Department. Pavement cuts, curb openings, utility frames and municipal frames and grates or covers disturbed by settlement, construction or repair under permit are to be restored, repaired, adjusted

and maintained by the utility owner or permit holder to the satisfaction of the Department at no expense to the State.

The Corporation agrees that, except in extreme emergencies, it will not undertake or authorize repairs not covered by this agreement, at the expense of the State, without securing the approval of the Department.

The Department, in contracting with the Corporation for the maintenance and operation of the effected streets has curtailed procurement of tools, equipment and personnel. Reversion to maintenance by State forces could entail time-consuming reallocation of resources. The Corporation therefore agrees that it will not terminate this agreement nor refuse to enter into subsequent agreements without giving the Department written notice at least 90 days prior to such termination. If the Corporation gives the Department written notice of intent to enter into no future agreements, the current agreement will remain in force for 90 days from the receipt of such notice or until the termination date of the current agreement, whichever date is the later. The Department may, at its discretion, release the Corporation from the agreement before the expiration of the 90 days required by the above stipulation.

In consideration of the satisfactory maintenance and operation of streets covered by this agreement, the Department will pay the Corporation a total sum of Two Million, Seventy-nine Thousand, Eighty-two and 00/100 Dollars ($2,079,082.00), for the twelve-month period covered by the agreement, payable as described below.

On or about March 31, June 30, September 30, and December 31, of each year, subject to an inspection by the Department, the Department will authorize the Corporation to invoice the Department in an amount equal to approximately one-fourth of the total annual allowance stated above.

City (or Village) of
City of Chicago

By: _____
Mayor

Attest:

By: _____
City (or Village) Clerk

State of Illinois
Department of Transportation

By: _____
Director of Highways

Approved:

(Seal)

Approved As To Form And Legality:
(subject to proper execution)

By: _____
Commissioner,
Department of Streets and
Sanitation

By: _____
Assistant Corporation
Counsel

By: _____
City Comptroller

Computation Sheet and State Route Agreement attached to this Project Agreement read as follows:

Department Of Streets And Sanitation.

Computation Sheet.

The Commissioner of Streets and Sanitation of the City of Chicago, be, and he is hereby authorized and directed, to enter into an agreement with the State of Illinois, Department of Transportation, Division of Highways, whereby the said Department of Transportation will reimburse the City of Chicago for the cost of repair, snow removal, street and median strip cleaning and all other maintenance and allowance for overhead on the following list of routes in the City of Chicago, at such rates as are set forth in the agreement on file in the office of the Commissioner of Streets and Sanitation of the City of Chicago. Said agreement to be in full force and effect from July 1, 1990 to June 30, 1991.

Routes:	Ill.	1,21,64
	U.S.	12, 14, 20, 41
	S.A.	043, 046, 048, 048A, 051, 053, 054, 055, 057, 061, 062, 063, 066, 067, 069, 42, 46, 53, 86, 91, 125, 135, 139, 140, 141, 144, 145, 149, 156, 162, 166, 167, 169, 171, 173, 174, 175, 176, 179, 180A, 181, 19A

F.A. 17, 98, 121, 122, 131, 133, 173

S.A.I. 35

S.B.I. 1, 4, 5, 6, 7, 18, 19, 21, 42, 49, 54, 55, 60, 62, 63, 69, 1818, 540606, 5454

I. 48A, 90

State Route Agreement.

Street Name	From	To	
Archer	Halsted	State	Median
Archer	Harlem	Cicero	
Archer	Harlem	Cicero	Median
Archer	Center line of Hoyne	Southwest end of Chicago River Bridge	
Archer	Western	Center line of Hoyne	
Ashland	Arthur	Pratt	
Ashland	Cermak	Archer	
Ashland	Devon	Schreiber	
Ashland	Elston	Cortland	
Ashland	Elston	Cortland	Median
Ashland	Kinzie	Carroll	
Adams	Michigan	Ogden	
Addison	Pulaski	Lawndale	
Addison	California	Lincoln	
Addison	Clark	Lake Shore Drive	

Street Name	From	To	
Addison	Elston	California	
Addison	At Lawndale		
Addison	Lawndale	Elston	
Addison	Lincoln	Clark	
Archer	At Chicago River Bridge		
Archer	Northeast end of Chicago River	Center line of Halsted	
Archer	Cicero	Kilbourn	
Archer	Cicero	Kilbourn	Median
Archer	Halsted	State	
Ashland	Schreiber	Arthur	
Ashland	115th	119th	
Avenue L	95th	100th Boulevard	
Avenue L	100th	106th	
Avenue O	South corporate limits (138th)	130th	
Avenue O	105th	106th	
Avondale	Addison	Pulaski	
Brainard	South corporate limits (138th)	North curb line of 130th	
Broadway	Sheridan	Foster	
Broadway	Sheridan	Foster	Median
Bryn Mawr	Sheridan	Broadway	

Street Name	From	To
California	25th	Roosevelt
California	910 feet north of 35th	39th
California	47th	51st
California	55th	63rd
California	63rd	67th
Canal	Archer	22nd
Canal	Center line of Canalport	489 feet north of Canalport
Canal	489 feet north of center line of Canalport	13 feet north of center line of 16th
Canal	North end of Chicago River Bridge	Center line of Canalport
Canal	Center line of 14th	Roosevelt (12th)
Canal	Center line of 15th	Center line of 14th
Canal	13 feet north of center line of 16th	Center line of 15th
Canal	22nd	South end of Chicago River Bridge
Canal	28th	Archer
Central	South end of bridge at Grand Avenue and C.M. St. P. and P. R.R.	North end of bridge at Grand Avenue and C.M. St. P. and P. R.R.

Street Name	From	To	
Central	West ramp at above (north of Grand)	Bridge	
Central	East ramp at above (north of Grand)	Bridge	
Central	Harrison	Madison	
Central	Roosevelt	Harrison	
Central	Roosevelt	Harrison	Median
Cermak	Archer	LaSalle	
Cermak	Archer	King Drive	Median
Cermak	Ashland	Morgan	
Cermak	California	Ashland	
Cermak	At Chicago River Bridge		
Cermak	Chicago River Bridge	Archer	
Cermak	Clark	Federal	
Cermak	Federal	State	
Cermak	Indiana	King Drive	
Cermak	Kenton	Pulaski	
Cermak	LaSalle	Clark	
Cermak	Michigan	Indiana	
Cermak	Morgan	Chicago River Bridge	
Cermak	Ogden	California	
Cermak	Ogden	Chicago River Bridge	Median

Street Name	From	To	
Cermak	Pulaski	Ogden	
Cermak	State	Michigan	
Chicago Skyway Ramps		At Dan Ryan	
Cicero	At C.and N.W. R.R.		Median
Clark	Devon	Highland	
Clark	Schreiber	Devon	
Clybourn	Division	Belmont	
Colfax	95th	Anthony	
Colfax	97th	95th	
Columbus	Troy	Western	
Columbus	79th	Troy	
Columbus	87th	79th	
Congress Parkway	LaSalle	Sherman	
Congress Parkway	Michigan	State	
Congress Parkway	Sherman	Wells	
Congress Parkway	State	LaSalle	
Congress Parkway	State	Wells	Median
Congress Parkway	State	Wells	Median
Cornell	Columbia	Marquette	
Cornell	Columbia	67th	
Cornell	Hyde Park Drive	Columbia	

Street Name	From	To	
Cornell	59th	65th	Median
Cottage Grove	75th	79th	
Cottage Grove	83rd	87th	
Cottage Grove	87th	95th	
Diversey	Pulaski	Chicago River Bridge	
Division	Clybourn	Orleans	
Drexel	Oakwood	Hyde Park Boulevard	
Drexel	Oakwood	Hyde Park Boulevard	Median
Elston	Ashland	Irving Park	
Elston	Crawford	Lawrence	
Elston	Irving Park	Crawford	
Elston	Kimberly	Milwaukee	
Elston	Lawrence	Kimberly	
Erie	Noble	Union	
Foster	Pulaski	Sheridan	
Fullerton	Ashland	Halsted	
Fullerton	Halsted	Orchard	
Fullerton	Leavitt	Ashland	
Fullerton	Sacramento	Western	
Fullerton	Sacramento	Western	Median
Fullerton	Western	Leavitt	

Street Name	From	To	
Halsted	Vincennes	115th	
Halsted	Vincennes	Little Calumet River Bridge	Median
Halsted	115th	123rd	
Halsted	123rd	Little Calumet River Bridge	
Hamlett	Monterey	111th	
Hyde Park Boulevard	Drexel	East End	
Hyde Park Boulevard	East End	57th	
Hyde Park Drive	57th	Cornell	
Indiana	16th	22nd	
Indiana	16th	22nd	Median
Indiana	127th	137th	
Irving Park	Pulaski	Lake Shore Drive	
Irving Park	Pulaski	Ashland	
Jackson	At Chicago River Bridge		
Jackson	Chicago River Bridge	Wacker	
Jackson	Columbus	Lake Shore Drive	
Jackson	Jefferson	Chicago River Bridge	
Jackson	Michigan	Columbus	

Street Name	From	To	
Jackson	Ogden	Jefferson	
Jackson	Wacker	Michigan	
Jeffery	57 feet south of 98th	93rd	
Kedzie	North end of Belt R.R.	Center line of 71st	
Kedzie	South end of Belt R.R.	North end of Belt R.R.	
Kedzie	71st	67th	Median
Kedzie	71st	67th	
Kedzie	79th	South end of Belt R.R.	
Kedzie	Center line of 87th	115 feet center line of 87th	
Kedzie	102nd Place	115th	
Kimball	Milwaukee	Wellington	
King	Cermak	23rd	
King	Cermak	23rd	Median
King	23rd	25th	
King	23rd	25th	Median
King	67th	79th	
Lake Shore Drive	Banks	Walton	
Lake Shore Drive	Beach Drive	57th	
Lake Shore Drive	Bryn Mawr	Foster	

Street Name	From	To	
	Simonds		
	Cross Over		
Lake Shore Drive	At Chicago River Bridge		
Lake Shore Drive	Columbus	Waldon	
Lake Shore Drive	Foster		
	Foster		
	Foster Ramps		
	Foster	Montrose	
Lake Shore Drive	Fullerton	Banks	
Lake Shore Drive	Hayes	Pavillion	
Lake Shore Drive	Hollywood	Bryn Mawr	
	2-Way Drive		
	Bryn Mawr Ramps		
Lake Shore Drive	Irving Park	Fullerton	
Lake Shore Drive	Northbound Lake Shore Drive	23rd	
Lake Shore Drive	Southbound Lake Shore Drive	Columbus Drive	
Lake Shore Drive	Lake Shore Drive Viaduct		
Lake Shore Drive	Lake Shore Drive Viaduct		Monroe
	Lawrence Ramps		

Street Name	From	To
Lake Shore Drive	Marquette	67th
	Michigan Ramps	
Lake Shore Drive	Monroe	Southbound Lake Shore Drive
Lake Shore Drive	Montrose	Irving Park
	Montrose Ramps	
Lake Shore Drive	At Ogden Slip Bridge	
Lake Shore Drive	Ogden Slip Bridge	Chicago River Bridge
Lake Shore Drive	Ohio	Ogden Slip Bridge
Lake Shore Drive	Pavillion	Marquette
Lake Shore Drive	Waldon	23rd
Lake Shore Drive	Walton	Ohio
	Wilson Ramps	
Lake Shore Drive	23rd	2-Way Drive
Lake Shore Drive	At 2-Way Drive 23rd	31st
Lake Shore Drive	At 23rd Viaduct	
Lake Shore Drive	23rd Viaduct	Northbound Lake Shore Drive
Lake Shore Drive	31st	47th
Lake Shore Drive	47th	
Lake Shore Drive	47th	31st
Lake Shore Drive	At 47th	
Lake Shore Drive	At 2-Way Drive 47th	49th

Street Name	From	To	
Lake Shore Drive	49th	52nd	
Lake Shore Drive	At 49th Ramp		
Lake Shore Drive	57th	52nd	
Lake Shore Drive	57th Street Drive	Hayes	
Lake Shore Drive			Median
LaSalle Street	North Avenue	Clark Street	
LaSalle Street	North Avenue	Clark Street	Median
Lawrence	Ashland	Clarendon	
Lawrence	Central Park	Cicero	
Lawrence	Cicero	Central Avenue	
Lincoln	Armitage	Halsted	
Lincoln	Berwyn	Foster	
Lincoln	Catalpa	Berwyn	
Lincoln	Devon city limits	Sanitary District property	
Lincoln	Devon	Peterson	Median
Lincoln	Halsted	Diversey	
Lincoln	Ogden	Armitage	
Lincoln	Peterson	Catalpa	
Lincoln	Peterson	Catalpa	Median
Lincoln	Sanitary District property		Troy
Lincoln	Troy	Peterson	

Street Name	From	To	
Lincoln	Wells	Ogden	
Lincoln	Western	Foster	
Lincoln Park West	Clark	Fullerton	
McCormick	Devon	Lincoln	
Michigan	Chicago	Chicago River Bridge	
Michigan	At Chicago River Bridge		
Michigan	Chicago River Bridge	Randolph	
Michigan	Oak	Chicago	
Michigan	Randolph	Washington	
Michigan	Washington	Monroe	
Michigan	Monroe	11th	
Michigan	11th	12th	
Michigan	12th	22nd	
Michigan	22nd	24th	
Michigan	24th	26th	
Michigan	26th	31st	
Michigan	31st	32nd	
Michigan	32nd	33rd	
Michigan	33rd	Garfield Boulevard	
Michigan	Garfield Boulevard	60th	
Michigan			Median

Street Name	From	To	
Milwaukee	Albion	Huntington	
Milwaukee	Albion	Huntington	Median
Milwaukee	Huntington	Holbrook	
Milwaukee	Huntington	Holbrook	Median
Monterey	Hamlet	Hale	
Montrose	Central	Milwaukee	
Montrose	Milwaukee	Pulaski	
Morgan	55th	57th	
Morgan	63rd	69th	
Morgan	69th	87th	
Noble	Erie	Augusta	
North Avenue	Ashland	West end of bridge over	
North Avenue	Austin	Pulaski	
North Avenue	Austin	Pulaski	Median
North Avenue	California	Kedzie	
North Avenue	California	Kedzie	
North Avenue	At Chicago River Bridge		
North Avenue	East end of bridge over Chicago River	Clark	
North Avenue	Harlem	Nagle	
North Avenue	Harlem	Austin	Median

Street Name	From	To	
North Avenue	Nagle	Austin	
North Avenue	Pulaski	Kedzie	
North Avenue	Western	Ashland	
North Avenue	Western	California	
North Avenue	Western	Pulaski	Median
Oakwood	King	Drexel	
Ogden	Albany	Cermak	
Ogden	California	Sacramento	
Ogden	Cermak	Roosevelt	Median
Ogden	Jackson	Lake Street	
Ogden	Roosevelt	Jackson	
Ogden	Roosevelt	California	
Ogden	Sacramento	Albany	
Ogden	West corporate limits	Pulaski	
Ohio	Michigan	Orleans	
Ontario	Michigan	Orleans	
Orleans	Hubbard	Division	
Pershing	Center line of Ashland	North curb line of Martin Luther King Drive	
Peterson	Forest Glen	Kilpatrick	
Peterson	Kedzie	Kostner	
Peterson	Kilpatrick	Caldwell	
Peterson	Kostner	Forest Glen	

Street Name	From	To	
Peterson	Lincoln	Kedzie	
Peterson	Ridge	Lincoln	
Peterson	Ridge	Caldwell	Median
Pulaski	Argyle	Irving Park	
Pulaski	Belt R.R.	79th	
Pulaski	Devon	Peterson	
Pulaski	Irving Park	Melrose	
Pulaski	Melrose	North	
Pulaski	North	12th	
Pulaski	Peterson	Victoria	
Pulaski	Victoria	Argyle	
Pulaski	12th	Ogden	
Pulaski	33rd	Sanitary and Ship Canal	
Pulaski	33rd	Sanitary and Ship Canal	Median
Pulaski	40th	67th	
Pulaski	40th	87th	
Pulaski	67th	Belt R.R.	
Pulaski	79th	85th	
Pulaski	85th	87th	
Randolph	Canal	Clinton	
Randolph	Clinton	Desplaines	
Randolph	Desplaines	Ogden	

Street Name	From	To	
Randolph	Ogden	Washington	
Ridge Avenue	Clark	Bryn Mawr	
Ridge Boulevard	Howard	Devon	
Ridge Avenue	Peterson	Clark	
Ridge Avenue	Peterson	Clark	Median
Ridge Avenue	Ravenswood	Peterson	
Rogers	Sheridan	Ashland	
Roosevelt	Albany	Pulaski	
Roosevelt	Ashland	Canal Street	
Roosevelt	Ashland	Ogden	
Roosevelt	California	Albany	
Roosevelt	California	Albany	
Roosevelt	At Chicago River Bridge		
Roosevelt	Chicago River Bridge	Canal	
Roosevelt	Cicero	Pulaski	
Roosevelt	Michigan	Wabash	
Roosevelt	Michigan	Wabash	Median
Roosevelt	Rockwell	Ogden	
Roosevelt	Talman	California	
Roosevelt	Talman	Rockwell	
Roosevelt	Wabash	Chicago River Bridge	

Street Name	From	To	
Roosevelt	Wabash	Canal	Median
Sacramento	Carroll	Roosevelt	
Sacramento	At C.&N.W. R.R.		
Sheridan	Berwyn	Foster	
Sheridan	North corporate limits	Devon	
South Shore Drive	Buffalo	Mackinaw -- 87th	
South Shore Drive	Burley -- 85th	86th	
South Shore Drive	Burley -- 87th	Buffalo	
South Shore Drive (South Ewing)	At Calumet River Bridge		
South Shore Drive (South Ewing)	At Calumet River Bridge		
South Shore Drive (South Ewing)	At Calumet River Bridge		
South Shore Drive (South Ewing)	Calumet River Bridge	95th	
South Shore Drive	Coles	71st -- South Shore	
South Shore Drive (Indianapolis)	Ewing	106th (at state line)	
South Shore Drive	67th	71st	
South Shore Drive	71st	83rd	
South Shore Drive	71st -- Yates	Coles	
South Shore Drive	83rd Place	Burley	
South Shore Drive	83rd Street	83rd Place	
South Shore Drive (Burley)	86th	87th	

Street Name	From	To
South Shore Drive (Mackinaw)	87th Street	92nd Street
South Shore Drive (South Ewing)	92nd Street	Calumet River Bridge
South Shore Drive (South Ewing)	95th Street	100th Street
South Shore Drive (South Ewing)	100th Street	Indianapolis Avenue
South Shore Drive (Indianapolis)	100th Street	Ewing
South Chicago	Baltimore	95th
South Chicago	Cottage Grove	75th
South Chicago	75th	76th
South Chicago	76th	79th
South Chicago	79th	Baltimore
State Street	60th	63rd
State Street	63rd	64th
State Street	64th	69th
State Streeet	119th	127th
Stony Island	Anthony	87th
Stony Island	67th	69th Place
Stony Island	69th Place	77th
Stony Island	77th	79th
Stony Island	79th	Anthony

Street Name	From	To	
Stony Island	87th	95th (east side) 94th (west side)	
Torrence	83 feet north of center line of 104th	97th	
Torrence	106th	83 feet north of center line of 104th	
Torrence	106th	South corporate limits (138th)	
Touhy	Caldwell	Lehigh	
Touhy	Ozanam	Harlem	
Touhy	Ridge	Western	
Van Vlissingen	100th	Jeffery	
Vermont	127th	West corporate limits	
Vincennes	Halsted	81st	
Vincennes	75th	State	
Vincennes	81st	75th	
Wacker	Franklin	Lake	
Wacker	Lake	Washington	
Wacker	Michigan	State	
Wacker	Michigan	State	Median
Wacker	State	Franklin	
Wacker	State	Lake	Median
Warren	Ogden	Washington	
Washington	Ashland	Talman	

Street Name	From	To	
Washington	Ashland	Ogden	Median
Washington	Canal	Desplaines	
Washington	At Chicago River Bridge		
Washington	Cicero	Laramie	
Washington	Desplaines	Halsted	
Washington	Halsted	Ogden	
Washington	Hamlin	Pulaski	
Washington	Homan	Hamlin	
Washington	At Laramie		
Washington	Laramie	Austin	
Washington	Ogden	Ashland	
Washington	Pulaski	Cicero	
Washington	At R.R. Viaduct		
Washington	Talman	Homan	
Washington	Viaduct	Canal	
Washington	Wacker	Chicago River Bridge	
Western	54th	33rd Street	
Western Avenue	56th	63rd	
Western	56th	74th	Median
Western Avenue	63rd	71st	
Western Avenue	71st	74th	
Western Avenue	87th	91st	

Street Name	From	To	
Western Avenue	87th	99th	Median
Western Avenue	91st	99th	
Western Avenue	115th	119th	
Western Avenue	115th	119th	Median
Western Boulevard	Archer	39th	
Western Boulevard	At 39th		
Western Boulevard	39th	54th	
16th	Michigan	Indiana	
23rd	King	Lake Shore Drive	
23rd	King	Lake Shore Drive	Median
23rd Ramps			
47th	Pulaski	Kedzie	
54th	Western Avenue	Western Boulevard	
60th	State	Michigan	
63rd	Harlem	Austin	
67th	Central Park Avenue	California	
76th	Colfax	Lake Shore Drive	
76th	Dobson	St. Lawrence	
76th	Stony Island	Chicago	
76th	Chicago	Dobson	
76th	Vincennes	Damen	

Street Name	From	To	
79th	Cicero	Western Avenue	
79th	Cicero	Western Avenue	Median
87th	Anthony		
87th	Cicero	Grand Trunk R.R.	
87th	Cicero	Damen	
87th	Grand Trunk R.R.	Kedzie	
87th	Halsted	Eggleston	
87th	Ingleside	Kimbark	
87th	Kedzie	Western Avenue	
87th	Western Avenue	Damen	
95th	Baltimore	Colfax	
95th	Chicago Skyway	Avenue L	
95th	Colfax	Yates	
95th	Cottage Grove	Yates	
95th	State	Center Line Cottage Grove N	
95th	Western	State	
95th	Western	State	Median
100th	Commercial	Avenue L	
100th	Van Vlissingen	Commercial	
103rd	Campbell	Western Avenue	
103rd	Cottage Grove	Doty	
103rd	Pulaski	Campbell	

Street Name	From	To	
103rd	Pulaski	Western Avenue	Median
106th	Torrence	Avenue A at Indianapolis	
111th	Cottage Grove	Calumet Expressway	
111th	Hale	Western	
111th	Halsted	Hamlet	
111th	Western	Crawford	
115th	Ashland	Halsted	
119th	Western	Ashland	
127th	Halsted	State	
127th	State	Indiana	

AUTHORIZATION FOR ISSUANCE OF PERMIT FOR WATER SERVICE TO MR. LAWRENCE BURKE AT 4740 SOUTH LARAMIE AVENUE IN UNINCORPORATED AREA OF STICKNEY TOWNSHIP.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a water supply contract between the City of Chicago and Mr. Lawrence Burke for his residence which is located in the unincorporated area of Stickney Township, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") pursuant to Section 11-12-640 of the Municipal Code of the City is authorized to supply water at the City limits to private persons or corporations with City Council approval; and

WHEREAS, Mr. Lawrence Burke, located at 4740 South Laramie Avenue within the boundaries of the Central Stickney Sanitary District (the "District") in unincorporated Stickney Township, Cook County, Illinois, has made application for a water permit in order to secure a supply of water; and

WHEREAS, The District does not provide or furnish water to the above described property and does not object to the City providing water service to said premises; now, therefore,

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

SECTION 1. The Commissioner of Water is authorized and directed to issue a permit to a bonded and licensed plumber to connect and install a one-inch water service pipe to the City's water main at the City limits at 4740 South Laramie Avenue, Cook County, Illinois, in accordance with the

application of Mr. Lawrence Burke in order to secure a supply of water for a period of ten years as may be required by the applicant outside the corporate limits of the City, and within the District in unincorporated Stickney Township.

Mr. Lawrence Burke shall pay to the City for water supplied through the one-inch service pipe, when due, at the metered rate per thousand cubic feet of water fixed by ordinance of the City and charged to consumers within the City; said permit to be issued and the work therein authorized to be done in accordance with Sections 11-12-640 through 11-12-710, inclusive, of the Municipal Code of the City; provided, however, that said service shall terminate if and when the District or Stickney Township lays water mains in the vicinity and is ready to furnish water to the above described premises.

SECTION 2. This ordinance shall be effective from and after the date of its passage.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (November 28, December 19, 1990, January 11, February 6, March 15 and April 12, 1991) sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, license fee exemptions and a waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

FREE PERMITS.

Alcorn State University Alumni Foundation.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Alcorn State University Alumni Foundation for redevelopment of properties on the premises known as 1356 -- 1360 West 79th Street.

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

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

Congregational Church Of Park Manor.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Congregational Church of Park Manor for building purposes on the premises known as 7000 South Dr. Martin Luther King, Jr. Drive.

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

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

Marist High School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Marist High School, 4200 West 115th Street, for interior renovation on the premises known as 4200 West 115th Street.

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

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

Mellon Stuart/MKK Joint Venture.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Mellon Stuart/MKK Joint Venture, 118 South Clinton Street, for exemption from payment of a street closing permit and the construction of a west addition to the Cook County Juvenile Center on the premises known as West Roosevelt Road between South Ogden and South Hamilton Avenues.

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

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

Mount Sinai Hospital.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Mount Sinai Hospital, 2750 West 15th Place, for the construction of an

outpatient facility on the premises known as 1412 South Fairfield Avenue (southwest corner of West 14th Street and South Fairfield Avenue).

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

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

New Mount Pilgrim Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the New Mount Pilgrim Missionary Baptist Church, 3332 West Fifth Avenue (current location) for construction of a new church on the premises known as 311 -- 327 South Christiana Avenue.

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

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

Resurrection Health Care Corporation.

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

SECTION 1. That the Commissioner of the Building Department, 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 Resurrection Health Care

Corporation for building permits on the premises known as 7435 West Talcott Avenue.

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

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

Safer Foundation.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Safer Foundation for extensive remodeling on the premises known as 3210 West Arthington Street.

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

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

Saint Joseph Hospital And Health Care Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Joseph Hospital and Health Care Center, 2900 North Lake Shore

Drive, for the construction of a Heart Station Department on the premises known as 2900 North Lake Shore Drive.

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

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

T.W.O./Early Childhood Development Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to T.W.O./Early Childhood Development Center for building purposes on the premises known as 6450 South Champlain Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Fuel Oil Storage.

Schwab Rehabilitation Center.

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

SECTION 1. Pursuant to Section 172-20.3 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Fire and the Department of Buildings, the following institution is hereby exempted from payment of the license fee for fuel oil storer in the amount of $150.00, for the period of February 7, 1991 through February 6, 1992:

Schwab Rehabilitation Center
1401 South California Boulevard.

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

Homes.

Casa Central Home For The Hispanic Elders.

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Casa Central Home for the Hispanic Elders, 1401 North California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1991.

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

El Valor Corporation.

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the following institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1991:

El Valor Corporation
1859 West 21st Street.

SECTION 2. This ordinance shall be effective from and after its passage and publication.

Hospitals.

Chicago Osteopathic Hospital And Medical Center.

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Chicago Osteopathic Hospital and Medical Center
5200 South Ellis Avenue.

SECTION 2. This ordinance shall be in force 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 4-140-060 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 1991:

Children's Memorial Hospital
2300 Children's Plaza.

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

Martha Washington Hospital.

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Martha Washington Hospital
4055 North Western Avenue.

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

Mount Sinai Hospital Medical Center.

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Mount Sinai Hospital Medical Center
South California Avenue at West 15th Street.

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

Northwestern Memorial Hospital.
(Year 1990)

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Northwestern Memorial Hospital
East Superior Street and North Fairbanks Court.

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

Northwestern Memorial Hospital.
(Year 1991)

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Northwestern Memorial Hospital
East Superior Street and North Fairbanks Court.

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

Rehabilitation Institute Of Chicago.

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department 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 1991:

Rehabilitation Institute of Chicago
345 East Superior Street.

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

Roseland Community Hospital.

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Roseland Community Hospital
45 West 111th Street.

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

Swedish Covenant Hospital.

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Swedish Covenant Hospital
5145 North California Avenue.

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

Saint Elizabeth Hospital.

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Saint Elizabeth Hospital
1431 North Claremont Avenue.

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

Saint Mary Of Nazareth Hospital.

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

SECTION 1. Pursuant to Section 4-140-060 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 1991:

Saint Mary of Nazareth Hospital
2233 West Division Street.

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

WAIVER OF FEES.

Japanese American Service Committee.

Ordered, That the Commissioner of the Department of Buildings is hereby authorized to waive the building permit fees of $11,114.00, for the Japanese American Service Committee, 4427 North Clark Street, Chicago, Illinois 60640, representing the payment for permits to erect a senior citizen apartment building at 3819 West Foster Avenue.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE AND DEMOLITION FEE EXEMPTIONS AND REFUNDS FOR ALL CITY IMPOSED FEES TO STATE OF ILLINOIS MEDICAL CENTER COMMISSION AND ASSOCIATED CONTRACTORS FOR DEMOLITION OF BUILDINGS WITHIN MEDICAL CENTER DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Roti, authorizing the issuance of all necessary permits, licenses, exemption from payment of all City fees and refunds that are associated with demolition lien permits for the State of

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The State of Illinois Medical Center Commission is a body politic and corporate organized and existing pursuant to the laws of the State of Illinois governing the Medical Center District located in the City of Chicago; and

WHEREAS, The State of Illinois Medical Center Commission is the owner of certain improved properties located within the Medical Center District which properties contain dangerous, unsafe and abandoned buildings; and

WHEREAS, The State of Illinois Medical Center Commission plans to demolish such unsafe, dangerous and abandoned buildings through the expenditure of State of Illinois funds; and

WHEREAS, Substantial costs are incurred by the State of Illinois Medical Center Commission in demolishing such unsafe, dangerous and abandoned buildings; and

WHEREAS, A considerable portion of the cost incurred for the demolition of such buildings is attributable to fees associated with the issuance of a demolition permit by the City of Chicago; and

WHEREAS, The demolition of unsafe, dangerous and abandoned buildings by the State of Illinois Medical Center Commission will further the interest of the City of Chicago, foster the redevelopment and rejuvenation of the Medical Center District, and save expenditure of City funds which otherwise might have to be committed to alleviate such unsafe and dangerous condition; and

WHEREAS, The City of Chicago and the State of Illinois Medical Center Commission have an interest in the redevelopment and rejuvenation of the Medical Center District on the near west side of the City; now, therefore,

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

SECTION 1. That the State of Illinois Medical Center Commission or any demolition contractor acting on its behalf pursuant to a written contract shall be exempt from the payment of all City of Chicago fees associated with the issuance of a demolition permit including, but not limited to, the water disconnection fee charged by the Department of Water and the demolition permit fee charged by the Department of Buildings.

SECTION 2. That the State of Illinois Medical Center Commission or any demolition contractor acting on its behalf pursuant to a written contract shall be entitled to a refund for any City imposed fees associated with the issuance of a demolition permit which either party may inadvertently or erroneously pay and to which an exemption is provided pursuant to Section 1 of this ordinance without the need for an additional City Council ordinance or order.

SECTION 3. That the Commissioner of Buildings, the Commissioner of Water, the Director of Revenue and the Commissioners or Directors of all the City of Chicago departments are hereby directed to issue all necessary permits and licenses and provide other City services as described in Section 1 of this ordinance, free of charge, to the State of Illinois Medical Center Commission or any demolition contractor acting on its behalf pursuant to a written contract.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Ada S. McKinley Services 6033 -- 6051 South Wentworth Avenue	F4-810741 (Mech. Vent.)	$ 20.00
Benton Community Settlement (various locations)	P1-100695 (Fuel Burn. Equip.)	39.00
	P1-100721 (Fuel Burn. Equip.)	39.00
Grace Convalescent Home/Saint Pauls House 3831 North Mozart Street	D3-787837 (Sign)	160.00
Grant Hospital 550 West Webster Avenue	P1-100096 (Fuel Burn. Equip.)	39.00
	P1-100795 (Fuel Burn. Equip.)	3,499.00
Jesus Our Brother 8401 South Saginaw Avenue	P1-100149 (Fuel Burn. Equip.)	97.00
Jewish Federation of Metropolitan Chicago (various locations)	C2-001780 (Refrig.)	524.00
	P1-100458 (Fuel Burn. Equip.)	245.00
Louis A. Weiss Memorial Hospital (various locations)	A1-101324 (Elev.)	135.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	F4-019206 (Mech. Vent.)	$ 27.00
Methodist Hospital of Chicago 5025 North Paulina Street	P1-100642 (Fuel Burn. Equip.)	1,379.00
Misericordia Home South 2916 West 47th Street	P1-100777 (Fuel Burn. Equip.)	331.00
North Park College (various locations)	B1-911598 (Bldg.)	34.50
	B1-918760 (Bldg.)	47.00
	B1-919495 (Bldg.)	31.00
	B1-919496 (Bldg.)	31.00
	B1-919499 (Bldg.)	63.00
	B3-002384 (Pub. Place of Assemb.)	46.00
	B3-003280 (Pub. Place of Assemb.)	46.00
	B3-901031 (Pub. Place of Assemb.)	34.00
	R1-902540 (Drwy.)	34.00
Northwestern Memorial Hospital (various locations)	F4-100527 (Mech. Vent.)	411.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	F4-101140 (Mech. Vent.)	$996.00
Norwood Park Home 6016 North Nina Avenue	P1-100724 (Fuel Burn. Equip.)	724.00
Polish American Congress 5844 North Milwaukee Avenue	P1-100804 (Fuel Burn. Equip.)	69.00
Saint Mary of Nazareth 2233 West Division Street	NB60392 -- NB60404 (Cleaver Brooks Nos. 1 and 2)	78.00
West Englewood Training Center 2124 West 82nd Place	R1-817672 (Drwy.)	125.00

AUTHORIZATION FOR INSTALLATION OF ALLEY LIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) orders authorizing the installation of alley lights at specified locations:

Alderman Shaw	12059 South Indiana Avenue; and
Alderman Laurino	4937 North Christiana Avenue,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

12059 South Indiana Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 12059 South Indiana Avenue.

4937 North Christiana Avenue.

Ordered, That the Commissioner of Streets and Sanitation, Bureau of Electricity is hereby authorized and directed to give consideration to the installation of a new alley light to be located directly behind the house located at 4937 North Christiana Avenue.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY NOT-FOR-PROFIT INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) ordinances authorizing the reduction in annual license fees for the employment of special policemen by various institutions at the following locations:

Alderman Rush	Illinois Institute of Technology -- fifty (50) special policemen;
	Illinois College of Optometry -- fifteen (15) special policemen; and
Alderman Burke	Antioch Missionary Baptist Church -- one (1) special policeman,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Illinois Institute Of Technology/Illinois Institute Of Technology Center.

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

SECTION 1. Pursuant to Chapter 4, Section 280-50 of the Municipal Code of Chicago, the following charitable institution employs fifty (50) special police and shall pay a fee of $10.00 per license for the year 1991:

Illinois Institute of Technology
Illinois Institute of Technology Center
3300 South Federal Street.

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

Illinois College Of Optometry.

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

SECTION 1. Pursuant to Chapter 4, Section 280-50 of the Municipal Code of Chicago, the following charitable institution employs fifteen (15) special police and shall pay a fee of $10.00 per license for the year 1991:

Illinois College of Optometry
3421 South Michigan Avenue.

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

Antioch Missionary Baptist Church.

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

SECTION 1. Pursuant to Chapter 4, Section 280-50 of the Municipal Code of Chicago, the following charitable institution employs one (1) special police and shall pay a fee of $10.00 per license for the year 1991:

Antioch Missionary Baptist Church
6248 South Stewart Avenue.

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

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

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 391 through 399 of this Journal.]

(Continued on page 400)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBEY	LEON	POLICE OFFICER	ELEVENTH DISTRICT	11/11/90	643.00
ADAMS	JAMES J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/29/90	642.64
AGUINAGA	JOHN F	POLICE OFFICER	SECOND DISTRICT	9/18/90	90.00
AIRHART	JOE M	POLICE OFFICER	VICE CONTROL SECTION	6/28/90	30.00
ALLEN-HARPER	JYTONNE	POLICE OFFICER	FIFTH DISTRICT	12/20/90	304.50
ALMAGUER	XAVIER	POLICE OFFICER	TENTH DISTRICT	12/16/90	5267.84
ALVERIO	LUIS	POLICE OFFICER	FIFTEENTH DISTRICT	12/08/90	761.00
ANDERSON	JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/14/90	450.00
ANDERSON	ROBERT J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/02/86	90.00
ANDERSON	ROESHELL	POLICE OFFICER	INTERSECTION CONTROL UNIT	2/17/83	1096.00
ARMSTRONG	BERRICK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/14/90	192.00
ARNOLD	LUTHER D	POLICE OFFICER	THIRD DISTRICT	10/31/89	220.00
ARNOS	WILLIAM J JR	POLICE OFFICER	FIRST DISTRICT	12/08/90	296.98
ASHE	LAWRENCE	POLICE OFFICER	EIGHTEENTH DISTRICT	12/17/90	205.00
AUSTIN	RITA	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/31/84	384.00
AYERS	THOMAS F	POLICE OFFICER	THIRD DISTRICT	3/27/87	240.00
BAJENSKI	LEONARD R	POLICE OFFICER	VICE CONTROL SECTION	1/31/89	208.00
BALLAUER	SUSAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/19/90	4845.00
BANASH	DENNIS J	POLICE OFFICER	UNKNOWN	10/24/90	109.50
BARKSDALE	ROBERT L	POLICE OFFICER	UNKNOWN	10/02/90	902.50
BARNES	JOE N JR	POLICE OFFICER	FIFTEENTH DISTRICT	8/09/87	75.00
BATEY	CHESTER M	POLICE OFFICER	THIRD DISTRICT	12/13/90	120.00
BEDIA	ALFRED G	POLICE OFFICER	ELEVENTH DISTRICT	12/20/88	512.00
BELLA	PETER W	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/23/90	126.00
BESTEDA	CONSTANCE A	POLICE OFFICER	THIRD DISTRICT	9/25/90	46.00
BIALEK	FRANK	POLICE OFFICER	EIGHTEENTH DISTRICT	12/25/90	412.50
BIGDEN	STEVEN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/01/88	2079.00
BIGGANE	MARIE H	POLICE OFFICER	SEVENTH DISTRICT	2/27/90	119.00
BODDIE	WALTER L	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/20/90	383.50
BONESS	ALAN	POLICE OFFICER	ELEVENTH DISTRICT	9/27/90	14.00
BONESS	ALAN	POLICE OFFICER	ELEVENTH DISTRICT	10/30/90	1720.00
BOOKER	JAMES	POLICE OFFICER	SEVENTH DISTRICT	11/20/90	52.00
BOOKER	JAMES	POLICE OFFICER	SEVENTH DISTRICT	12/30/90	129.00
BORATTO	JOHN F	POLICE OFFICER	TWELFTH DISTRICT	12/26/90	125.00
BOSKY	MARIE	POLICE OFFICER	FIFTEENTH DISTRICT	10/27/90	592.00
BOWDEN	WILLIAM H	POLICE OFFICER	TENTH DISTRICT	9/04/90	65.00
BOYCE	GREGORY J	POLICE OFFICER	FOURTH DISTRICT	9/06/90	1476.00
BOZIC	SANDRA	POLICE OFFICER	TWENTIETH DISTRICT	12/30/90	90.00
BRACKO	SHARON	POLICE OFFICER	SECOND DISTRICT	12/20/90	340.00
BRADLEY	VALENA	POLICE OFFICER	RECRUIT TRAINING	12/07/90	536.00
BRADY	CHARLES J	POLICE OFFICER	SIXTH DISTRICT	8/30/90	378.60
BRICE	KEVIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/27/90	309.00
BRITT JR	WARREN F	POLICE OFFICER	INTERSECTION CONTROL UNIT	1/15/90	1140.00
BROWN	DAVID	POLICE OFFICER	THIRD DISTRICT	12/02/90	160.00
BROWN	MANUEL L	POLICE OFFICER	SIXTH DISTRICT	5/02/90	1334.35
BROWN	SHIRLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	12/09/90	185.00
BROWNSTEIN	STEVEN C	POLICE OFFICER	UNKNOWN	12/10/90	585.50
BRYANT	CARLTON D	POLICE OFFICER	THIRD DISTRICT	12/11/90	135.00
BURTON	PHILLIP	POLICE OFFICER	SEVENTH DISTRICT	12/20/90	235.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BUTLER	RODNEY B	POLICE OFFICER	ELEVENTH DISTRICT	12/18/89	250.00
BUZEK	VINCENT J	POLICE OFFICER	TWENTIETH DISTRICT	8/31/89	52.00
CALDBECK	DAVID J	POLICE OFFICER	EIGHTEENTH DISTRICT	1/02/91	1535.50
CALDWELL	JAMES C	POLICE OFFICER	YOUTH DIVISION AREA SIX	12/27/90	2022.58
CALI	KEITH P	POLICE OFFICER	RECRUIT TRAINING	12/08/90	482.00
CAPPARELLI	TIMOTHY	POLICE OFFICER	EIGHTEENTH DISTRICT	1/17/91	433.50
CARRION	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	12/24/90	451.10
CARROLL	MICHAEL P	POLICE OFFICER	SIXTH DISTRICT	3/20/89	3055.00
CARTER	KEITH	POLICE OFFICER	TWELFTH DISTRICT	10/03/90	576.88
CASCIO	RICHARD J	POLICE OFFICER	OHARE LAW ENFORCEMENT	5/08/90	393.00
CAVIN	DARYL	POLICE OFFICER	FOURTH DISTRICT	10/27/90	401.50
CAWLEY	JOHN	POLICE OFFICER	TWENTIETH DISTRICT	12/11/90	291.25
CHAMBERS	GREGORY L	POLICE OFFICER	SECOND DISTRICT	12/05/90	342.00
CHANA	DAVID N	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	131.40
CHERRY	DAVID A	POLICE OFFICER	SECOND DISTRICT	12/29/90	234.00
CHIGAROS	GARY M	POLICE OFFICER	FIFTH DISTRICT	1/29/90	625.00
CIANGI	LEONARD F	POLICE OFFICER	FIFTH DISTRICT	9/23/86	140.00
CLINE	THOMAS	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	10/02/89	2809.12
COLLINS	MICHAEL P	POLICE OFFICER	FOURTH DISTRICT	10/16/90	336.00
COOK	CARLTON	POLICE OFFICER	THIRD DISTRICT	7/11/90	63.00
COOPER	RONALD H	POLICE OFFICER	FIFTEENTH DISTRICT	12/08/90	916.70
CORBIN	DAVID	POLICE OFFICER	THIRD DISTRICT	12/27/90	135.00
CORCORAN	COLLEEN S	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/90	1353.50
CORDES	WILLIAM	POLICE OFFICER	EIGHTEENTH DISTRICT	8/01/90	493.40
COREY	LAWRENCE	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	3/02/90	30.00
CORSO	GEORGE	POLICE OFFICER	NINETEENTH DISTRICT	12/18/90	245.00
COSENTINO	JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/23/90	9892.48
COSTELLO	THOMAS	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/27/91	132.00
CRAWFORD	SHELIA	POLICE OFFICER	RECRUIT TRAINING	12/04/90	280.80
CUNNINGHAM	EDWARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/90	365.40
CURLEY	RICHARD	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	12/10/90	829.50
CUTTONE	EUGENE A	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	2/27/88	35.00
CZAHOR	PATRICK	POLICE OFFICER	NINTH DISTRICT	12/14/90	344.00
CZUBAK	DAVID J	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	7/18/90	84349.54
DARCY	MARTIN	POLICE OFFICER	SEVENTH DISTRICT	12/24/90	157.00
DAVIS	CHRISTINE	POLICE OFFICER	RECRUIT TRAINING	12/13/90	507.50
DAVIS	HENRY JR	POLICE OFFICER	THIRD DISTRICT	10/21/90	860.70
DAVIS	MICHAEL	POLICE OFFICER	VICE CONTROL SECTION	12/05/90	132.50
DAVIS	SIDNEY	POLICE OFFICER	ELEVENTH DISTRICT	12/20/90	396.00
DAWAN	QUADIR N	POLICE OFFICER	THIRD DISTRICT	10/17/90	421.00
DAWSON	MONTE	POLICE OFFICER	UNKNOWN	10/16/90	3712.52
DEAVILA	RUBEN	POLICE OFFICER	TENTH DISTRICT	11/20/90	45.00
DERAEDT	CRAIG A	POLICE OFFICER	SEVENTEENTH DISTRICT	12/23/90	389.00
DIAZ	INOCENCIO	POLICE OFFICER	EIGHTH DISTRICT	12/12/90	180.00
DOMAGALA	BERNARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	20448.54
DONAHUE	DIANNE	POLICE OFFICER	FIFTEENTH DISTRICT	11/09/90	93.00
DOWNS	RICHARD M	POLICE OFFICER	ELEVENTH DISTRICT	11/11/90	756.00
DRAYTON	KENNETH	POLICE OFFICER	RECRUIT TRAINING	12/12/90	387.00
DUDEK	LEE E	POLICE OFFICER	NINTH DISTRICT	11/08/90	255.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DURR	WILLIAM	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/90	25.00
EAGLIN	WILLIE	POLICE OFFICER	UNKNOWN	12/20/90	223.00
EIENFIELD	CARL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/15/90	220.00
EGGERS	JERRY R	POLICE OFFICER	SIXTEENTH DISTRICT	12/15/90	1176.00
ENDRE-SCIMECA	BARBARA	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/24/90	212.50
EVANS	GLENN	POLICE OFFICER	SIXTH DISTRICT	11/02/90	207.00
FALLON	JOSEPH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/28/90	722.00
FALLON	TIMOTHY M	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/08/90	57.50
FAUST	ROBERT A	POLICE OFFICER	FIRST DISTRICT	4/01/90	30.00
FENNER	LOLITA	POLICE OFFICER	THIRD DISTRICT	12/11/90	177.00
FLAHERTY	WILLIAM J	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/28/90	233.00
FLENOY	DARRYL	POLICE OFFICER	NINTH DISTRICT	10/28/90	220.00
FLORES	MIGUEL	POLICE OFFICER	THIRTEENTH DISTRICT	12/18/90	500.00
FLORES	SERGIO	POLICE OFFICER	FOURTEENTH DISTRICT	11/16/90	17.00
FORD	SHARON R	POLICE OFFICER	THIRD DISTRICT	11/30/90	400.00
FOSTER	KEVIN	POLICE OFFICER	ELEVENTH DISTRICT	11/20/90	108.00
FRANCESCHI	EDWIN	POLICE OFFICER	TWELFTH DISTRICT	12/10/90	235.00
FRANK	ALBERT M	POLICE OFFICER	FIFTH DISTRICT	12/03/88	150.00
FRAZER	LOUIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/16/91	145.00
FRUGOLI	JOSEPH	POLICE OFFICER	SIXTEENTH DISTRICT	10/06/90	18.00
GALAN	ARMANDO	POLICE OFFICER	THIRTEENTH DISTRICT	7/31/90	106.00
GALLAGHER	EDWARD I	POLICE OFFICER	TWELFTH DISTRICT	2/07/82	320.41
GALLOFO	JOHN	POLICE OFFICER	RECRUIT TRAINING	12/10/90	466.00
GARCIA	FERNANDO	POLICE OFFICER	TENTH DISTRICT	1/03/91	311.00
GARCIA	WILLIAM	POLICE OFFICER	EIGHTEENTH DISTRICT	7/21/90	142.00
GILTMIER	BETH	POLICE OFFICER	RECRUIT TRAINING	11/10/90	46.00
GIZOWSKI	EUGENE M	POLICE OFFICER	EIGHTH DISTRICT	12/28/90	186.00
GLYNN	THOMAS J	POLICE OFFICER	NINTH DISTRICT	12/05/90	145.00
GOLDEN	PATRICK J	POLICE OFFICER	TENTH DISTRICT	12/10/90	209.50
GOLDSMITH	FLOYD	POLICE OFFICER	EIGHTEENTH DISTRICT	10/03/90	169.50
GORDON	RONALD J	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/06/88	1775.00
GOVAN	MARILYN	POLICE OFFICER	SIXTH DISTRICT	6/24/90	75.50
GRAU	CARMEN L	POLICE OFFICER	TWELFTH DISTRICT	7/19/90	339.00
GRAY	LLOYD H	POLICE OFFICER	SEVENTH DISTRICT	10/15/90	32.00
GREEN	GREGORY G	POLICE OFFICER	THIRD DISTRICT	8/04/89	236.90
GREENWICH	FRANK C	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	75.00
GRIFFIN	JOSEPH P	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/14/90	212.75
GRIFFIN	LINDA	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/12/90	1411.00
GRZEMSKI	DANIEL	POLICE OFFICER	FOURTH DISTRICT	5/22/90	15263.15
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	315.50
GUNN	STERLING	POLICE OFFICER	SEVENTEENTH DISTRICT	12/08/90	500.50
GURTATOWSKI	CHERLY L	POLICE OFFICER	FOURTH DISTRICT	11/13/90	478.50
GURTATOWSKI	CHERLY L	POLICE OFFICER	FOURTH DISTRICT	11/27/90	267.00
HANSEN	KAREN	POLICE OFFICER	THIRTEENTH DISTRICT	8/03/90	60.00
HANSERD	NATHANIEL	POLICE OFFICER	SIXTH DISTRICT	6/05/89	1711.52
HARRIS	CARL D	POLICE OFFICER	THIRD DISTRICT	9/05/90	1049.90
HARRIS	DALE J	POLICE OFFICER	TWENTIETH DISTRICT	9/21/90	58.00
HEIDEMANN	FRED G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/90	245.00
HENDERSON	ARTHUR B	POLICE OFFICER	FIFTH DISTRICT	12/11/90	521.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HERNANDEZ	PAUL	POLICE OFFICER	ELEVENTH DISTRICT	1/01/91	570.00
HIGHTOWER	WILLIAM J	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/04/90	235.00
HILL	CLARENCE	POLICE OFFICER	TWENTIETH DISTRICT	8/22/90	104.00
HODGE	ALEXANDER	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/29/90	433.60
HOFF	THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	12/29/90	289.77
HOWELL	DELBERT	POLICE OFFICER	THIRD DISTRICT	7/02/90	6798.09
HUGHES	KATHLYN M	POLICE OFFICER	UNKNOWN	12/26/90	850.00
HUNT	TIM O	POLICE OFFICER	SIXTH DISTRICT	10/12/90	50.00
ISABELL	ROY A	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/22/90	2142.00
JACKSON	SHEILA	POLICE OFFICER	THIRD DISTRICT	11/18/90	248.00
JONES	EDDIE N	POLICE OFFICER	TENTH DISTRICT	1/07/91	2200.00
JOYNER	WILLIAM C	POLICE OFFICER	THIRD DISTRICT	12/13/90	907.70
KAFUGI	STEVEN	POLICE OFFICER	TENTH DISTRICT	7/04/90	533.00
KEAS	MICHAEL J	POLICE OFFICER	FIFTEENTH DISTRICT	11/27/90	30.00
KIERAS	ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	863.04
KIRK	CARL M	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/28/90	90.00
KOSTECKI	JOHN G	POLICE OFFICER	TWENTIETH DISTRICT	12/18/90	1183.76
KRAKAUSKY	RAYMOND G	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	2/06/91	10181.14
KRISS	JOSEPH W	POLICE OFFICER	EIGHTH DISTRICT	11/14/90	86.00
KROCKA	VINCENT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/27/90	64.50
LAPPE	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	722.50
LEE	JIMMY	POLICE OFFICER	FIRST DISTRICT	1/18/90	76.50
LEMON	ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	11/11/90	52.00
LEONI	REMO E	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/29/90	347.20
LEWIS	JOHNACE B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/03/90	290.00
LIGHTFOOT	RUSSELL J	POLICE OFFICER	OHARE SECURITY	9/19/86	130.00
LINCOLN	GARY	POLICE OFFICER	SECOND DISTRICT	10/20/90	1311.00
LOEFFLER	CARL	POLICE OFFICER	ELEVENTH DISTRICT	11/12/90	321.50
LOSCZYK	JOSEPHINE	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/29/90	255.70
LUBOMSKI	JOSEPH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/19/90	3656.30
LUTHER	PATRICIA L	POLICE OFFICER	NINETEENTH DISTRICT	12/06/90	20.00
MACHINA	HENRY M	POLICE OFFICER	AUTO THEFT SECTION	10/24/87	30.00
MAHON	JOHN W	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/06/89	177.00
MALKOWSKI	DONALD	POLICE OFFICER	FOURTH DISTRICT	4/14/69	2514.40
MARLO	THOMAS	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/22/86	35.00
MARTIN	JAMES K	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/28/90	50.00
MARTINEZ	ARNOLD	POLICE OFFICER	SEVENTH DISTRICT	1/06/90	238.00
MATURA	GREGORY F	POLICE OFFICER	SEVENTH DISTRICT	3/29/88	116.10
MAYNARD	GARY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/26/90	50.00
MCCALL	FRANCIS H	POLICE OFFICER	THIRD DISTRICT	1/08/90	947.00
MCCANN	THOMAS P	POLICE OFFICER	FIFTH DISTRICT	6/25/87	32.00
MCCLELLAN	RICHARD A	POLICE OFFICER	FOURTH DISTRICT	12/14/89	62.10
MCDERMOTT	SARAH A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/27/90	57.50
MCDONALD	BRYAN W	POLICE OFFICER	RECRUIT TRAINING	6/13/90	331.00
MCDONALD	DANIEL J	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/04/91	28.00
MCGREAL	THOMAS F	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/06/86	125.00
MCNAIR	MACEO	POLICE OFFICER	SEVENTH DISTRICT	12/17/90	16.00
MCNAMARA	DENNIS M	POLICE OFFICER	SEVENTEENTH DISTRICT	11/23/90	48.00
MCNICHOLAS	PATRICK	POLICE OFFICER	TENTH DISTRICT	12/07/90	176.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCSHARRY	THOMAS H	POLICE OFFICER	UNKNOWN	11/11/90	597.00
MEZIERE	RONALD T	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/89	45.00
MILAM-KWAK	MARY JO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/12/90	28.00
MILLER	ROBERT	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/14/90	248.50
MILLER	STANLEA	POLICE OFFICER	THIRD DISTRICT	12/01/90	439.50
MIZERA	EDWARD G	POLICE OFFICER	ELEVENTH DISTRICT	11/30/90	651.00
MONAGHAN	JACALYN M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/31/89	163.00
MOORE-POWELL	CENTERIA	POLICE OFFICER	FIFTH DISTRICT	9/16/90	1000.00
MORRISSEY	JOHN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/24/90	490.00
MULLANE	PATRICK F	POLICE OFFICER	NINETEENTH DISTRICT	12/14/90	22.00
MULLINS-ARMSTRONG	VERONICA	POLICE OFFICER	UNKNOWN	12/27/90	400.50
MUSCOLINO	ROBERT J	POLICE OFFICER	UNKNOWN	1/05/91	433.25
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	615.90
NYMAN	KNUTE N	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	9/02/90	81.00
OESTERLIN	WAYNE	POLICE OFFICER	SEVENTEENTH DISTRICT	12/21/90	18.00
OMARA	JOHN N	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	8/04/90	19.20
ORTEGA	NICHOLAS	POLICE OFFICER	ELEVENTH DISTRICT	2/26/89	151.00
ORTEGA	NICHOLAS	POLICE OFFICER	ELEVENTH DISTRICT	12/23/90	497.00
OSHEA	WILLIAM J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/89	198.00
PACK	THOMAS	POLICE OFFICER	NINTH DISTRICT	10/27/90	243.85
PALMER	ALVIN J	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/16/91	203.25
PANAGAS	PETER G	POLICE OFFICER	FOURTH DISTRICT	3/29/86	170.00
PAOLONE	EMIL S	POLICE OFFICER	THIRD DISTRICT	7/20/90	6687.89
PARISI	PETER	POLICE OFFICER	TWELFTH DISTRICT	1/09/90	72.00
PARKER	CAROL A	POLICE OFFICER	THIRD DISTRICT	10/21/90	1535.50
PARNELL	DONNIE R	POLICE OFFICER	THIRD DISTRICT	9/18/90	312.00
PAYTON	THOMAS R	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/17/90	121.50
PIENTA	ROBERT D	POLICE OFFICER	ELEVENTH DISTRICT	5/03/90	48.00
PIERCE	TOD M	POLICE OFFICER	NINTH DISTRICT	11/22/90	46.00
PORTER	DENNIS	POLICE OFFICER	SECOND DISTRICT	10/23/89	120.00
PURTILL	ROBERT	POLICE OFFICER	FOURTH DISTRICT	12/04/89	111.00
REDRICK	BRAD	POLICE OFFICER	EIGHTH DISTRICT	11/29/90	354.00
REDVICK-CAPPOS	JOAN	POLICE OFFICER	EIGHTH DISTRICT	12/21/90	90.00
RIESS	KENNETH	POLICE OFFICER	EIGHTEENTH DISTRICT	12/27/90	40.00
ROBINSON	SANDRA J	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/03/90	121.00
ROCHON	ALPHONSO C	POLICE OFFICER	FIRST DISTRICT	1/06/91	1990.00
RODRIGUEZ	JESSE	POLICE OFFICER	TWELFTH DISTRICT	10/10/90	125.00
RODRIGUEZ	NORBERTO	POLICE OFFICER	THIRTEENTH DISTRICT	11/22/89	1114.00
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	427.65
SABELLA	MARYANN	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	7/02/90	6290.58
SAENZ	FRANCIS F	POLICE OFFICER	FOURTEENTH DISTRICT	5/23/90	20.00
SANDERS	ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/15/90	363.00
SARTORI	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	3/15/90	1041.00
SCHAEDEL	THOMAS K	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/29/90	2462.53
SCHMITZ	LEO F	POLICE OFFICER	TWELFTH DISTRICT	12/01/90	28.00
SCHRECK	WALDEMAR J	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/11/88	142.50
SCHULTZ	IRVING	POLICE OFFICER	SEVENTEENTH DISTRICT	1/31/91	646.75
SCHUMACHER	MICHAEL	POLICE OFFICER	FIRST DISTRICT	10/29/90	135.00
SCHWAB	JOHN J	POLICE OFFICER	TWELFTH DISTRICT	9/09/90	85.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SEAGREN	SARA A	POLICE OFFICER	NINETEENTH DISTRICT	12/31/90	50.00
SEARS	MARGARET A	POLICE OFFICER	SEVENTH DISTRICT	12/16/90	256.50
SEGROVES	LONNIE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/28/90	252.00
SERGEL	BONNIE	POLICE OFFICER	SECOND DISTRICT	4/26/87	2314.46
SERPE	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/90	20.50
SHEEHAN	THOMAS	POLICE OFFICER	VICE CONTROL SECTION	1/31/89	38.75
SIEFERT	CHARLES	POLICE OFFICER	FIRST DISTRICT	12/25/90	526.20
SKIBA	JOSEPH	POLICE OFFICER	ELEVENTH DISTRICT	8/12/90	171.50
SMITH	WILLIE J	POLICE OFFICER	SIXTH DISTRICT	5/17/90	2683.14
SMITKA	ROBERT M	POLICE OFFICER	NINETEENTH DISTRICT	12/30/90	396.00
SOKOLNICKI	DAVID	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	1/29/91	168.00
SOWINSKI	ROGER M	POLICE OFFICER	TWELFTH DISTRICT	10/09/90	195.00
SPEREKAS	GEORGE T	POLICE OFFICER	TWELFTH DISTRICT	12/01/90	361.00
SPRINGER	CHARLES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/20/90	20999.78
STALNAKER	FREDRICK	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	12/01/90	1423.00
STANTON	PATRICIA	POLICE OFFICER	NINETEENTH DISTRICT	12/11/90	93.00
STANTON	PATRICIA	POLICE OFFICER	NINETEENTH DISTRICT	12/06/90	121.10
STRZALKA	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	3/06/89	1049.00
SULLIVAN	ANNE	POLICE OFFICER	TWENTIETH DISTRICT	12/30/90	383.38
TARR	HAROLD	POLICE OFFICER	FIFTEENTH DISTRICT	12/22/90	684.00
TERNOIR	ERVIN F	POLICE OFFICER	THIRD DISTRICT	11/21/90	124.00
THOMAS	EDWARD D	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/26/90	118.00
TIDWELL	SHERMAN	POLICE OFFICER	FIRST DISTRICT	1/18/91	166.50
TRANCHITA	ANDREW	POLICE OFFICER	FOURTEENTH DISTRICT	2/18/90	50.00
TRIFONE	JOSEPH A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/07/91	126.00
TRISTANO	NICHOLAS E	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/21/91	1061.50
TUREK	LINDA	POLICE OFFICER	RECRUIT TRAINING	5/01/90	482.00
UNDERWOOD	MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/03/90	53.00
UPPLING	BYRON	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/01/73	50.00
VALLES	IRMA	POLICE OFFICER	FIRST DISTRICT	1/14/91	357.80
VANHOVE	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	4/06/90	38.50
VANTREPOTTE	FILBERT A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/04/91	273.00
VARGAS	FIDEL	POLICE OFFICER	THIRTEENTH DISTRICT	1/15/91	139.00
WALSH	JAMES	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/02/90	55.00
WASHINGTON	LEN	POLICE OFFICER	FIFTH DISTRICT	10/05/90	435.00
WATTS	STEPHEN A	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	5/05/90	100.00
WEAVER	MICHAEL A	POLICE OFFICER	SEVENTH DISTRICT	10/30/89	400.00
WHITE	JOHN E	POLICE OFFICER	SEVENTH DISTRICT	11/19/90	21.00
WIKSTEN	JOHN L	POLICE OFFICER	SIXTH DISTRICT	1/21/86	245.00
WIKTOREK	MARK C	POLICE OFFICER	FOURTEENTH DISTRICT	8/25/90	688.80
WILLIAMS	BEVERLY	POLICE OFFICER	SECOND DISTRICT	10/01/90	402.00
WILLIAMS	CHARLES M	POLICE OFFICER	THIRD DISTRICT	12/30/89	80.00
WILSON	EARNEST B	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/21/90	155.00
WIMBERLY	MYRON	POLICE OFFICER	RECRUIT TRAINING	12/13/90	5201.25
WYNN	DENNIS J	POLICE OFFICER	FIFTH DISTRICT	7/16/90	346.00
ZELAZIK	EDMUND	POLICE OFFICER	NINTH DISTRICT	1/20/89	127.00
ZIMA	GEORGE J	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/05/90	161.00
ZIOBRO	BERNARD	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	11/20/90	689.00
ALLIND	CRAIG	PARAMEDIC	AMBULANCE 47	10/27/90	462.50

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALTMAN	MARK	FIREFIGHTER	TRUCK 36	11/19/90	765.00
ANDERSON	TODD	PARAMEDIC	UNKNOWN	1/28/89	396.50
BAILEY	CHARLES	FIREFIGHTER	ENGINE COMPANY 82	5/01/90	4593.00
BECERRA	SALVADOR	FIREFIGHTER	SNORKEL 5	11/23/90	788.00
BELL	DENNIS	FIREFIGHTER	TRUCK 51	5/08/75	4776.00
BERNARD	JAMES	FIREFIGHTER	ENGINE COMPANY 162	8/06/90	7972.27
BERTINI	LOUIS	FIREFIGHTER	ENGINE COMPANY 44	12/12/90	367.00
BORKOWSKI	STEPHEN J	FIREFIGHTER	SQUAD 1	12/02/90	166.50
BORUCKI	CHARLES	FIREFIGHTER	ENGINE COMPANY 32	6/02/88	301.50
BOSTON	HAROLD	FIREFIGHTER	ENGINE COMPANY 11	11/08/90	385.55
BRADY	JAMES	FIREFIGHTER	TRUCK 22	12/01/90	1261.00
BREAUX	DANIEL	PARAMEDIC	AMBULANCE 7	6/12/90	18.00
CAMPBELL	JOSEPH	FIREFIGHTER	ENGINE COMPANY 43	9/15/89	295.00
CARROLL	JAMES	CAPTAIN	DISTRICT RELIEF 1	11/13/90	71.00
CHAMBERS	DOREEN	PARAMEDIC	AMBULANCE 27	12/09/90	18.50
CHEW	GREGORY	FIREFIGHTER	ENGINE COMPANY 5	12/31/90	899.00
CIAPAS	VICTOR	PARAMEDIC	DISTRICT RELIEF 6	12/03/90	222.00
CLARKE	JAMES	ENGINEER	DISTRICT RELIEF 6	1/20/91	965.00
COLLINS	JAMES	FIREFIGHTER	AMBULANCE 12	12/26/90	1534.00
COLLINS	JOHN	FIREFIGHTER	SQUAD 1	10/21/90	180.00
COLWELL	THOMAS	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	8/11/90	111.00
CONAWAY	GARY C	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	2/14/91	3906.45
CURRIER	EDWARD	FIREFIGHTER	AMBULANCE 48	7/02/90	162.55
DALTON	THOMAS	FIREFIGHTER	SQUAD 6	9/13/79	100.00
DELANA	TIMOTHY F	PARAMEDIC	AMBULANCE 47	7/15/90	350.00
DILL	CORNELIUS	PARAMEDIC	TRUCK 25	11/29/89	150.00
DIMAGGIO	DAVID	FIREFIGHTER	ENGINE COMPANY 44	5/21/89	2000.00
DIXON	LONNIE	FIREFIGHTER	TRUCK 20	12/22/90	307.00
DOYLE	DANIEL	CAPTAIN	BATTALION 23	1/15/89	45.00
ERBAN	GREGORY	FIREFIGHTER	UNKNOWN	11/26/90	296.10
EWALD	JOHN	FIREFIGHTER	UNKNOWN	7/16/90	65.00
FELLOWS	PATRICK	ENGINEER	ENGINE COMPANY 61	7/21/90	5883.69
FIELDS	COURTNEY	FIREFIGHTER	ENGINE COMPANY 29	4/10/90	50.00
FLAHERTY	EDWARD	ENGINEER	TRUCK 9	11/10/90	5687.96
FORGOS	GREGORY	FIREFIGHTER	TRUCK 21	7/29/90	60.00
FURLONG	JAMES F	FIREFIGHTER	ENGINE COMPANY 108	10/19/90	1938.08
GAINER	FRANCIS E	LIEUTENANT	ENGINE COMPANY 126	11/01/90	412.00
GAINER	FRANK	LIEUTENANT	ENGINE COMPANY 126	11/23/90	410.50
GLEASON	LEO	LIEUTENANT	DISTRICT RELIEF 5	11/13/87	615.00
GOOSHERST	SHELIA	FIREFIGHTER	UNKNOWN	11/26/90	199.65
GROGAN	GEORGE	FIREFIGHTER	ENGINE COMPANY 84	7/19/90	2103.45
HAIN	ROGER	FIREFIGHTER	ENGINE COMPANY 56	10/18/90	87.00
HANNON	PATRICK	FIREFIGHTER	TRUCK 8	11/22/90	313.60
HARPER	KEVIN	FIREFIGHTER	TRUCK 28	1/02/91	129.00
HAUSER	ROY	FIREFIGHTER	TRUCK 31	5/04/84	151.07
HEALY	GEORGE	FIREFIGHTER	SQUAD 5	2/01/88	30.00
HERLING	SEAN	FIREFIGHTER	ENGINE COMPANY 78	12/21/89	1990.50
HOFMANN	JOYCE	PARAMEDIC	DISTRICT RELIEF 3	12/10/90	183.00
HUGHES	THOMAS	FIREFIGHTER	SQUAD 5	10/04/85	72.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JEDRZEJAK	EUGENE	FIREFIGHTER	TRUCK 45	1/16/90	90.00
JOHNSON	JAMES	FIREFIGHTER	ENGINE COMPANY 19	11/28/90	285.80
JOHNSON	JAMES	FIREFIGHTER	ENGINE COMPANY 19	12/11/90	308.60
JOHNSON	STEVEN	FIREFIGHTER	ENGINE COMPANY 121	12/31/90	220.30
JOYCE	PATRICK	FIREFIGHTER	ENGINE COMPANY 162	11/27/90	591.00
KEHOE	PATRICK	LIEUTENANT	DISTRICT RELIEF 1	11/16/90	370.25
KEIPER-KNAPP	EILEEN	PARAMEDIC	AMBULANCE 9	5/08/89	30.00
KIEL	BRUCE	FIREFIGHTER	ENGINE COMPANY 30	11/21/90	9364.55
KING	JEFFERY	PARAMEDIC	DISTRICT RELIEF 3	12/03/90	164.00
KNIGHT	WILLIE	PARAMEDIC	AMBULANCE 14	12/20/90	622.30
KOWALSKI	LEE	FIREFIGHTER	TRUCK 16	2/19/90	1179.00
KURCZEK	JOHN	FIREFIGHTER	ENGINE COMPANY 86	11/12/90	203.00
KUSSMANN	DONALD	FIREFIGHTER	ENGINE COMPANY 30	11/13/90	338.00
LACEY	BERNARD	FIREFIGHTER	ENGINE COMPANY 19	2/06/91	113.50
LAHEY	JAMES	CAPTAIN	ENGINE COMPANY 30	11/15/89	5483.55
LAMBRIGHT	DAVID	FIREFIGHTER	UNKNOWN	8/26/90	57.50
LASCO	SAMUEL	FIREFIGHTER	TRUCK 58	2/01/85	1302.90
LEIGH	MARJORIE	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	7/30/90	2871.00
LEVIN	RICHARD	PARAMEDIC	AMBULANCE 42	12/11/90	200.70
LEWIS	RONALD	FIREFIGHTER	TRUCK 42	10/08/90	192.50
LOGAN	WILLIAM	PARAMEDIC	AMBULANCE 23	1/24/91	391.00
LOZADO	VINCENT	FIREFIGHTER	UNKNOWN	12/22/90	299.00
LYMAN	GLEN P.	FIREFIGHTER	SQUAD 5	7/04/90	3062.50
MARKY	FRANK	PARAMEDIC	AMBULANCE 41	10/30/90	850.00
MARTIN	WILLIE	FIREFIGHTER	TRUCK 2	1/02/91	217.00
MATKOVICH	RICHARD	LIEUTENANT	ENGINE COMPANY 99	10/12/90	429.00
MATTHEWS	DONALD	FIREFIGHTER	UNKNOWN	11/06/90	544.00
MCBRIDE	EUGENE	LIEUTENANT	UNKNOWN	1/08/90	1980.00
MCCLINTON	DARRYL	FIREFIGHTER	ENGINE COMPANY 82	10/04/90	963.00
MCCLUNG	EDWARD	LIEUTENANT	ENGINE COMPANY 32	11/25/90	9165.30
MCCULLOUGH	ROGER	FIREFIGHTER	TRUCK 33	7/26/89	57.00
MCGUINNESS	PATRICK J	PARAMEDIC	AMBULANCE 21	7/31/89	105.00
MCKEE	ROBERT	LIEUTENANT	SQUAD 1	11/03/90	310.00
MCKENDRY	KEVIN	FIREFIGHTER	ENGINE COMPANY 101	12/29/90	140.00
MCLAUGHLIN	PATRICK	FIREFIGHTER	TRUCK 20	10/19/90	77.00
MCMAHON	PATRICK	ENGINEER	ENGINE COMPANY 117	10/26/89	2966.20
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	3100.00
MELLON	MICHAEL	FIREFIGHTER	SQUAD 5	1/24/90	4645.07
MOORE	CLAVON	LIEUTENANT	ENGINE COMPANY 19	3/08/90	338.00
MOSER	JOHN	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	12/10/90	214.00
MOSER	JOHN	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	12/16/90	360.25
MULKERRIN	JOHN	FIREFIGHTER	TRUCK 45	11/09/90	1272.50
MURDEN	VINCENT	FIREFIGHTER	ENGINE COMPANY 16	5/23/90	295.00
MURPHY	JOSEPH	FIREFIGHTER	TRUCK 33	12/27/90	146.10
NOLAN	WILLIAM	LIEUTENANT	SQUAD 5	11/14/90	192.55
OBANNON	MARK	CAPTAIN	TRUCK 24	11/22/90	146.95
OCALLAGHAN	PATRICK	FIREFIGHTER	ENGINE COMPANY 11	4/29/90	1813.73
ODRISCOLL	SEAN	FIREFIGHTER	SQUAD 2	1/24/91	8961.03
OSHEA	KEVIN	PARAMEDIC	UNKNOWN	9/07/89	135.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PARKER	CLARENCE	FIREFIGHTER	TRUCK 20	12/13/89	289.00
PARKER	JOHNNY	LIEUTENANT	TRUCK 11	6/06/90	947.50
PIIRONEN	DAVID	PARAMEDIC	UNKNOWN	1/27/91	1983.92
PODLASEK	GARY	FIREFIGHTER	TRUCK 34	11/07/90	42.00
PORTER	JEFF	FIREFIGHTER	TRUCK 36	12/31/90	423.00
PRESTON	JOHN	PARAMEDIC	AMBULANCE 17	8/17/90	50.05
PROKOP	DEAN	LIEUTENANT	ENGINE COMPANY 19	2/06/91	111.50
RICE	DONALD	LIEUTENANT	UNKNOWN	11/01/90	15.00
RICHARDSON	ELI	FIREFIGHTER	ENGINE COMPANY 19	2/06/91	113.50
RICHTER	ROBERT	ENGINEER	ENGINE COMPANY 14	9/13/90	498.00
RICKARD	JAMES	FIREFIGHTER	TRUCK 34	11/13/90	217.50
ROCKWELL	JAMES	ENGINEER	ENGINE COMPANY 22	3/30/90	735.00
ROGERS	JOHN	FIREFIGHTER	TRUCK 17	3/19/90	575.00
ROGERS	WILLIAM	FIREFIGHTER	ENGINE COMPANY 49	12/08/88	355.00
ROSA	JOHN	PARAMEDIC	AMBULANCE 6	8/09/90	310.00
ROTH	GARY	FIREFIGHTER	SQUAD 1	11/21/90	85.00
ROTZA	CHERYL	PARAMEDIC	AMBULANCE 31	8/27/89	842.00
RUCINSKI	WALTER	LIEUTENANT	ENGINE COMPANY 56	12/08/90	11702.80
RUTKA	KENNETH	FIREFIGHTER	UNKNOWN	7/25/89	955.50
RYAN	JOHN	LIEUTENANT	TRUCK 16	12/16/89	1257.00
SINOPOLI	ENZO	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	9/05/90	125.00
SOBECK	BRIAN	PARAMEDIC	AMBULANCE 20	11/27/90	11739.25
SOBECK	BRIAN	PARAMEDIC	AMBULANCE 20	11/07/90	539.25
SOMMER	DEBORAH	FIREFIGHTER	UNKNOWN	11/05/90	342.38
STATEN	CLARK	FIREFIGHTER	ENGINE COMPANY 107	9/04/90	414.00
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	31719.23
SULLIVAN	JAMES	PARAMEDIC	AMBULANCE 47	4/15/90	1200.00
SULLIVAN	THOMAS	PARAMEDIC	UNKNOWN	6/19/88	481.00
SUTHERLAND	DAVID	FIREFIGHTER	TRUCK 51	6/18/90	525.00
TAYLOR-MARTIN	DEBORAH J	PARAMEDIC	DISTRICT RELIEF 3	2/12/90	3732.50
TEBBENS	JOHN	CAPTAIN	BATTALION 19	10/25/87	90.00
TERO	NATHANIEL	FIREFIGHTER	TRUCK 24	10/02/90	93.00
THAMES	ROBERT	LIEUTENANT	FIRE SUPPRESSION HEADQUARTERS	1/15/91	3039.89
TRENCH	TIMOTHY	FIREFIGHTER	TRUCK 20	10/01/90	45.00
WAGNER	DENNIS	FIREFIGHTER	TRUCK 11	1/22/91	1944.60
WARRICK-FRIDUSS	JODI	PARAMEDIC	AMBULANCE 14	1/23/86	216.00
WARRICK-FRIDUSS	JODI	PARAMEDIC	AMBULANCE 14	12/24/85	184.00
WHITSON	DIXON	FIREFIGHTER	TRUCK 44	12/31/90	3327.43
WIELGAT	MICHAEL	FIREFIGHTER	ENGINE COMPANY 28	12/19/90	601.70
WOJCIK	ROBERT	CAPTAIN	BATTALION 20	9/11/89	62.50
WORKER	DARRELL	FIREFIGHTER	SQUAD 3	5/04/62	67.00
WRIGHT	CHRISTOPHER	PARAMEDIC	AMBULANCE 20	12/21/90	152.25
YOUNG	GARRY	FIREFIGHTER	ENGINE COMPANY 102	10/03/90	320.55

(Continued from page 390)

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending 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 401 through 402 of this Journal.]

AUTHORIZATION OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

(Continued on page 403)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALSTON	WILLIAM	POLICE OFFICER	FOURTH DISTRICT	10/02/90	4309.90
AVERY	RODNEY	POLICE OFFICER	NINETEENTH DISTRICT	1/02/91	5335.20
BALZANO	FRANK T	POLICE OFFICER	CANINE UNIT	12/29/89	20.00
BIZARRO	JULIO J	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/90	93.00
BRADFORD	JACQUELINE	POLICE OFFICER	RECRUIT TRAINING	1/01/91	1130.00
BRADLEY	BRUCE	POLICE OFFICER	EIGHTH DISTRICT	12/22/90	25.00
BRENNAN	MICHAEL T	POLICE OFFICER	FIRST DISTRICT	7/28/90	1348.00
BROWN	DERRICK	POLICE OFFICER	FOURTH DISTRICT	1/14/91	502.30
BURDINE	DORICE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/01/90	35.00
CAGE	HOSEA	POLICE OFFICER	TENTH DISTRICT	2/02/86	6074.27
CAMACHO	FRANCES	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/15/90	1631.00
CASTRO	JOHN B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	8/09/90	1994.50
CHANDLER	GINA	POLICE OFFICER	RECRUIT TRAINING	12/15/90	1030.00
COLE	DENSEY	POLICE OFFICER	EIGHTH DISTRICT	11/14/90	16.00
COLLINS	VALERIE	POLICE OFFICER	ELEVENTH DISTRICT	11/05/90	1229.75
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	14216.20
DANTES	EDWIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/24/90	264.50
DAVIS	KELLY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/24/90	494.40
DICRISTOFIANO	TONY	POLICE OFFICER	RECRUIT TRAINING	12/01/90	907.50
DIENETHAL	KENNETH P	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/90	428.25
DIX III	LAWRENCE	POLICE OFFICER	THIRD DISTRICT	10/21/90	4507.30
DONALY	JOE	POLICE OFFICER	FIFTEENTH DISTRICT	12/22/90	696.00
DONES	LIONEL	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/90	284.00
DUCAR	PHILIP P	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	8/18/84	101.00
ENDRE-SCIMECA	BARBARA	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/23/89	58.00
FLETCHER	JULIA M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/25/90	323.28
FOSTER	KEVIN	POLICE OFFICER	ELEVENTH DISTRICT	9/30/90	556.00
FRANZEN	TERRENCE	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	6/01/90	9960.08
FRIERI	SALVATORE	POLICE OFFICER	FOURTEENTH DISTRICT	11/09/90	43.00
GERMAN	EARL D	POLICE OFFICER	FIFTH DISTRICT	3/10/89	132.00
GINOZA	THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	12/18/90	189.50
GROELLER	DEBORAH	POLICE OFFICER	UNKNOWN	11/29/90	1099.00
HANSEN	KENNETH W	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/26/90	514.00
HANSERD	NATHANIEL	POLICE OFFICER	SIXTH DISTRICT	7/14/90	28.00
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	8/02/90	93.00
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	1/17/89	40.00
HICE	WILLIAM E	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/87	45.00
HOLLANDSWORTH	JAMES	POLICE OFFICER	EIGHTH DISTRICT	12/13/90	201.00
HOLMES	MICHAEL L	POLICE OFFICER	THIRD DISTRICT	8/28/88	101.00
HYZY	GERALD E	POLICE OFFICER	FIFTH DISTRICT	10/20/90	910.00
JANKOWSKI	PAUL	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	12/03/89	111.10
JOHNSON	THEODORE	POLICE OFFICER	UNKNOWN	12/12/90	605.00
JONES	RICHARD H	POLICE OFFICER	SEVENTH DISTRICT	7/09/90	6415.38
JOYNER	RUTH	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	776.00
KEATING	DAVINA	POLICE OFFICER	SECOND DISTRICT	1/10/91	610.00
KING	ROBERT	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/05/90	182.00
KOLOVITZ	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	135.00
LEAHY	JOHN JR	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/85	219.00
LEAHY	KATHLEEN M	POLICE OFFICER	EIGHTH DISTRICT	12/22/90	80.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/22/91

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LEONI	REMO E	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/90	445.60
LEVANT	STEVEN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/23/88	156.00
LORENZ	HERMAN	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/31/90	9721.35
MANN	CAROL	POLICE OFFICER	FOURTH DISTRICT	7/17/90	349.79
MARAS	EDWARD S	POLICE OFFICER	NINTH DISTRICT	10/16/90	740.00
MCCAFFERTY	PATRICK J	POLICE OFFICER	AUTO THEFT SECTION	5/22/89	614.80
MCCAFFERTY	PATRICK J	POLICE OFFICER	NINTH DISTRICT	11/29/90	189.50
MCLAUGHLIN	GILLIAN	POLICE OFFICER	EIGHTEENTH DISTRICT	8/28/90	1667.00
MILLER	DARRYL	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/11/90	91.00
NELIGAN	KATHLEEN A	POLICE OFFICER	FIFTH DISTRICT	11/14/90	541.00
NORMAN	CASSANDRA	POLICE OFFICER	FIFTEENTH DISTRICT	10/24/90	96.00
OBRIEN	MARC	POLICE OFFICER	SEVENTEENTH DISTRICT	12/03/90	27.00
ORTIZ	BRAIUL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/15/91	1654.35
PEREZ	GUILLERMO	POLICE OFFICER	TENTH DISTRICT	7/11/90	1302.70
PLEBANSKI	DAVID J	POLICE OFFICER	AUTO THEFT SECTION	10/01/90	55.00
RHODES	LEATHEIA	POLICE OFFICER	SIXTH DISTRICT	10/17/90	694.00
RICHARDS	EDWARD J	POLICE OFFICER	EIGHTH DISTRICT	1/22/91	1398.60
RIORDAN	EDMOND J	POLICE OFFICER	OHARE SECURITY	4/23/86	55.00
ROBARTS-DILLON	JANICE M	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/87	59.00
ROBINSON	RONALD	POLICE OFFICER	ELEVENTH DISTRICT	11/05/90	3868.98
RUZEVICH	PETER V	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/25/90	145.00
SAMPEY	ROBERT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/07/90	2448.67
SIKLER	ARNOLD L	POLICE OFFICER	NINTH DISTRICT	12/06/90	791.00
STASINOPOLOUS	NICHOLAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/18/90	765.00
STRONG	ANTIONETTA	POLICE OFFICER	FIFTEENTH DISTRICT	12/22/90	426.00
TAGLIOLI	THOMAS	POLICE OFFICER	NINTH DISTRICT	12/01/90	5444.35
TATHAM	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	356.77
THOMPSON	WILLIAM	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/26/90	2535.75
ULIRYCH	RUDY	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	590.00
VLCEK	PAMELA	POLICE OFFICER	SIXTH DISTRICT	2/18/89	2104.00
WALCZAK	THEODORE J	POLICE OFFICER	EIGHTH DISTRICT	1/22/91	1583.10
WONSOWICZ	STANLEY G	POLICE OFFICER	EIGHTH DISTRICT	3/19/90	250.00
ZBOREK	DENNIS	POLICE OFFICER	EIGHTH DISTRICT	10/16/90	420.00
ZELAZO	DANIEL	POLICE OFFICER	TWENTIETH DISTRICT	10/20/90	25.00
APICELLA	BENJAMIN A	BATTALION CHIEF	BATTALION 9	9/04/90	807.00
GASKA	JOSEPH	FIREFIGHTER	ENGINE COMPANY 50	1/31/89	7654.15
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	2292.00
MIZERA	TED	ENGINEER	ENGINE COMPANY 15	9/10/90	963.00
OBOYLE	WILLIAM J	CAPTAIN	SQUAD 1	1/02/84	175.00
POLLACK	CHARLES F	FIREFIGHTER	ENGINE COMPANY 15	9/10/90	793.00
SKINNER	CARY	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/03/90	7785.05
TRACY	DWAYNE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	4/03/90	243.00

(Continued from page 400)

Your Committee on Finance, having had under consideration an order authorizing the payment of condominium refuse rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to the Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 404 through 409 of this Journal.]

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/22/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR *******	
ADDISON MANOR CONDOMINIUM	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	36
ADDISON POINT CONDO. ASSN.	34	SEMI-ANNUAL	1,275.00	WILLIAM JP BANKS	36
AINSLIE TERRACE CONDOMINIUM	13	ANNUAL	975.00	EUGENE C. SCHULTER	47
AMBASSADOR HOUSE CONDOMINIUMS	112	SEMI-ANNUAL	1,755.00	EDWIN W.. EISENDRATH	43
AMERICANA TOWERS CONDOMINIUM	420	ANNUAL	12,585.00	EDWIN W.. EISENDRATH	43
ANCHOR LOFTS ASSOCIATION	15	ANNUAL	1,125.00	BURTON F. NATARUS	42
ARGYLE APT. BLDG. COOPERATIVE	24	ANNUAL	1,800.00	MARY ANN SMITH	48
ASTOR TERRACE CONDOMINIUM	52	SEMI-ANNUAL	1,950.00	EDWIN W.. EISENDRATH	43
ASTOR VILLA CONDOMINIUM ASSN.	50	SEMI-ANNUAL	1,678.72	PATRICK J. LEVAR	45
AUGUSTA CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
BARCLAY CONDOMINIUM	83	SEMI-ANNUAL	1,716.00	TONI . PRECKWINKLE	04
BARRY AVENUE TOWNHOUSES	12	SEMI-ANNUAL	450.00	BERNARD J. HANSEN	44
BEEKMAN PLACE HOMEOWNERS ASSN.	42	SEMI-ANNUAL	1,260.00	EDWIN W.. EISENDRATH	43
BELL AND ARTHUR CONDO. ASSN.	15	ANNUAL	921.20	BERNARD L. STONE	50
BRYON-KEDVALE CONDO ASSOC.	8	ANNUAL	600.00	MICHAEL A. WOJCIK	35
BUENA PARK CONDO. ASSOC.	12	ANNUAL	900.00	HELEN SHILLER	46
BUENA VISTA CONDOMINIUM	13	ANNUAL	975.00	HELEN SHILLER	46
BYRON CONDOMINIUM ASSOCIATION	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
BYRON COURTS CONDOMINIUMS	18	ANNUAL	1,350.00	PATRICK J. LEVAR	45
BYRON GRETSTONE	12	ANNUAL	900.00	HELEN SHILLER	46
CAMERON COURT CONDO. ASSN.	18	ANNUAL	1,350.00	PATRICK J. LEVAR	45
CARL SANDBURG VILLAGE	566	SEMI-ANNUAL	10,920.00	BURTON F. NATARUS	42
CATALPA WINTHROP BUILDING	50	ANNUAL	2,247.20	MARY ANN SMITH	48
CHASELAND CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	720.00	JOE MOORE	49
CITY COMMONS CONDO ASSOC.	62	ANNUAL	4,650.00	EDWIN W.. EISENDRATH	43
CLAREMONT NORTH CONDOMINIUMS	32	SEMI-ANNUAL	720.00	BERNARD L. STONE	50
CLEAR RIDGE CONDOMINIUMS II	24	ANNUAL	1,541.60	JAMES J. LASKI	33
COLUMBIA HOMEOWNERS ASSOC.	6	SEMI-ANNUAL	225.00	JOE MOORE	49
COMMONWEALTH PLAZA CONDO. ASSN	570	SEMI-ANNUAL	11,712.50	BERNARD J. HANSEN	44
CONCORD LANE CONDOMINIUM ASSN.	18	SEMI-ANNUAL	675.00	JOHN S. MADRZYK	13
CORNERSTONE CONDO. ASSOC.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
DARIEN CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL	3,340.00	BERNARD J. HANSEN	44
DELAWARE BLDG. CORP.	14	SEMI-ANNUAL	525.00	BURTON F. NATARUS	42
DREXEL AVE & SQUARE CONDOMIN-	13	SEMI-ANNUAL	487.50	BERNARD L. STONE	50
DREXEL SQUARE CONDOMINIUM	24	SEMI-ANNUAL	900.00	BOBBY RUSH	02
DRUMMOND SQUARE CONDO ASSN.	24	ANNUAL	1,539.79	EDWIN W.. EISENDRATH	43
EAST POINT CONDOMINIUM	161	ANNUAL	9,434.52	MARY ANN SMITH	48
EDDYSTONE CONDOMINIUM HOMES,	80	SEMI-ANNUAL	3,000.00	BERNARD J. HANSEN	44
EDGEWATER BEACH APTS. CORP.	309	ANNUAL	18,705.00	MARY ANN SMITH	48
EDISON FOUNTAIN PLACE CONDO.	14	SEMI-ANNUAL	525.00	BRIAN G. DOHERTY	41
EL LAGO CONDOMINIUM ASSOC.	269	ANNUAL	6,915.40	MARY ANN SMITH	48
ELLIS ESTATES CONDOMINIUM	9	SEMI-ANNUAL	337.50	TONI . PRECKWINKLE	04
EUGENIE LANE CONDOMINIUM ASSN.	24	ANNUAL	1,800.00	EDWIN W.. EISENDRATH	43
FARWELL COURTS CONDOMINIUM	9	SEMI-ANNUAL	337.50	JOE MOORE	49
FIRST KENMORE ASSOCIATES CONDO	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/22/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
GALLERY LOFTS	31	ANNUAL	360.00	TERRY M., GABINSKI	32
GLEN ALBION CONDO. ASSN.	12	ANNUAL	900.00	JOE MOORE	49
GRACE CONDOMINIUM ASSOCIATION	20	ANNUAL	1,500.00	HELEN SHILLER	46
GRANVILLE BEACH CONDO. ASSN.	312	SEMI-ANNUAL	3,518.58	MARY ANN SMITH	48
GRANVILLE COURTS CONDO. ASSOC.	256	SEMI-ANNUAL	4,420.00	BERNARD L. STONE	50
GRANVILLE GARDENS CONDO ASSOC.	17	SEMI-ANNUAL	615.00	BERNARD L. STONE	50
GREENLEAF CONDOMINIUM ASSN.	29	ANNUAL	1,260.00	MARY ANN SMITH	48
GREENLEAF COURT CONDO ASSOC.	18	ANNUAL	1,650.00	JOE MOORE	49
GREENVIEW POINT CONDO. ASSN.	15	ANNUAL	1,125.00	BERNARD J. HANSEN	44
GUNNISON POINT CONDO ASSOC	32	SEMI-ANNUAL	561.00	PATRICK J. LEVAR	45
HARBOR HOUSE CONDO. ASSN.	278	SEMI-ANNUAL	6,625.00	BERNARD J. HANSEN	44
HAWTHORNE COURT TOWNHOME CONDO	80	SEMI-ANNUAL	2,985.00	BERNARD J. HANSEN	44
HIGGINS COURT CONDO'S	14	ANNUAL	1,050.00	PATRICK J. LEVAR	45
HIGGINS MANOR CONDOS ASSOC.	6	ANNUAL	450.00	PATRICK J. LEVAR	45
HORIZON HOUSE CONDO. ASSOC	110	SEMI-ANNUAL	4,125.00	MARY ANN SMITH	48
HOWE COURT CONDOMINIUM ASSN.	17	SEMI-ANNUAL	588.00	EDWIN W., EISENPATH	43
HOYNE CONDOMINIUM HOMES	6	ANNUAL	450.00	TERRY M., GABINSKI	32
HUDSON PLACE CONDOMINIUM ASSN.	21	ANNUAL	1,575.00	EDWIN W., EISENPATH	43
HYDE PARK MANOR CONDO. ASSN.	60	ANNUAL	1,800.00	TONI , PRECKWINKLE	04
INDIAN BOUNDARY COURT CONDO AS	24	ANNUAL	1,800.00	BERNARD L. STONE	50
IVY COURTE CONDOMINIUM ASSOC.	36	SEMI-ANNUAL	734.40	BERNARD L. STONE	50
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL	825.00	JOE MOORE	49
KEELER ARMS	9	SEMI-ANNUAL	337.50	PATRICK J. LEVAR	45
KENMORE CONDO. ASSN., INC.	6	SEMI-ANNUAL	225.00	BURTON F. NATARUS	42
KENMORE TOWNHOUSE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
KENNELLEY SQUARE CONDO ASSOC.	269	ANNUAL	13,500.42	EDWIN W., EISENPATH	43
KERRY COURTS CONDOMINIUM ASSN.	9	ANNUAL	624.00	HELEN SHILLER	46
KEYSTONE MANOR CONDOMINIUM	18	SEMI-ANNUAL	605.00	PATRICK J. LEVAR	45
KEYSTONE TERRACE CONDO. ASSN.	11	ANNUAL	825.00	PATRICK J. LEVAR	45
KINGS CORNER CONDO	6	SEMI-ANNUAL	225.00	PATRICK J. LEVAR	45
LAFAYETTE PLAZA HOUSING COOP	196	SEMI-ANNUAL	2,766.00	ALLAN STREETER	17
LAKE POINT TOWER CONDO. ASSN.	874	SEMI-ANNUAL	32,775.00	BURTON F. NATARUS	42
LAKE SHORE LAND ASSOCIATION	16	SEMI-ANNUAL	600.00	BURTON F. NATARUS	42
LANAI COURTS ASSOCIATION	18	SEMI-ANNUAL	625.00	BERNARD J. HANSEN	44
LELAND HOUSE CONDO. ASSN.	10	SEMI-ANNUAL	375.00	THOMAS W. CULLERTON	30
LINCOLN PARK TOWER CONDO	348	SEMI-ANNUAL	7,189.50	EDWIN W., EISENPATH	43
LOFTWORKS II CONDO. ASSN.	4	ANNUAL	300.00	BURTON F. NATARUS	42
LUNT LANE CONDOMINIUM ASSN.	9	ANNUAL	675.00	JOE MOORE	49
MAGNOLIA-GRACE CONDOMINIUM	12	ANNUAL	638.00	BERNARD J. HANSEN	44
MARCILLA CONDO ASSOCIATION	6	ANNUAL	450.00	JOE MOORE	49
MARGATE TERRACE CONDO ASSN.	38	ANNUAL	1,316.00	MARY ANN SMITH	48
MARINA TOWERS CONDO ASSOC	896	SEMI-ANNUAL	33,338.00	BURTON F. NATARUS	42
MAYFAIR TERRACE CONDO. ASSN.	24	ANNUAL	1,406.40	PATRICK J. LEVAR	45
MERIDA MANOR CONDOMINIUM ASSN	6	SEMI-ANNUAL	225.00	JOE MOORE	49
MONTROSE MANOR CONDOMINIUM	12	ANNUAL	900.00	HELEN SHILLER	46

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/22/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ********	
NEENAH MANOR CONDO ASSOCIATION	17	SEMI-ANNUAL	544.00	WILLIAM JP BANKS	36
NEVA VISTA CONDOMINIUM	9	ANNUAL	674.50	WILLIAM JP BANKS	36
NEWPORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL	3,520.00	TONI . PRECKWINKLE	04
NORTH DAMEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL	916.00	BERNARD L. STONE	50
NORTH SHORE AVE. CONDO. ASSN.	7	ANNUAL	525.00	JOE MOORE	49
NORTH SHORE CONDO. ASSN.	15	ANNUAL	966.00	JOE MOORE	49
NORWOOD CONDO ASSOCIATION	6	ANNUAL	450.00	JOE MOORE	49
NORWOOD COURTS CONDOMINIUM	120	SEMI-ANNUAL	2,926.00	BERNARD L. STONE	50
NORWOOD POINT CONDO. ASSOC.	21	SEMI-ANNUAL	720.00	BRIAN G. DOHERTY	41
NOTTINGHAM MANOR CONDO ASSOC.	8	SEMI-ANNUAL	300.00	WILLIAM JP BANKS	36
OAKFIELD NORTH CONDO ASSOC.	32	ANNUAL	2,282.00	WILLIAM JP BANKS	36
ONE EAST SCOTT CONDO. ASSOC.	240	SEMI-ANNUAL	3,793.00	BURTON F. NATARUS	42
OXFORD GLEN CONDO. ASSN.	13	ANNUAL	975.00	MARY ANN SMITH	48
PALMER COURTS	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	36
PARK CASTLE CONDOMINIUM ASSN.	69	SEMI-ANNUAL	2,587.50	BERNARD L. STONE	50
PARK EDGEWATER CONDOMINIUM	103	SEMI-ANNUAL	2,759.40	MARY ANN SMITH	48
PARK GABLES APT HOMES INC.	73	SEMI-ANNUAL	2,700.00	BERNARD L. STONE	50
PARK LAWRENCE CONDO. ASSOC.	14	ANNUAL	994.00	PATRICK J. LEVAR	45
PARK PLACE CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
PARK WEST CONDOMINIUM #5515	6	ANNUAL	450.00	BRIAN G. DOHERTY	41
PATTINGTON CONDO ASSOCIATION	69	SEMI-ANNUAL	3,117.00	HELEN SHILLER	46
PORTAGE MANOR CONDOMINIUM	7	ANNUAL	525.00	THOMAS W. CULLERTON	38
PRINCETON HOUSE CONDO. ASSN.	98	SEMI-ANNUAL	1,773.60	MARY ANN SMITH	48
PRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL	300.00	TONI . PRECKWINKLE	04
RAINBOW PARK REALTY TRUST U/T	60	ANNUAL	1,788.00	WILLIAM M. BEAVERS	07
RIDGE PARK CONDO. ASSN.	21	SEMI-ANNUAL	787.50	BERNARD L. STONE	50
RIDGEMOORE ESTATES CONDOMINIUM	44	ANNUAL	2,327.00	THOMAS W. CULLERTON	38
ROSEDALE CONDOMINIUM ASSN.	14	SEMI-ANNUAL	378.00	PATRICK J. LEVAR	45
ROSEMONT APARTMENTS CONDO.	36	SEMI-ANNUAL	1,020.00	BERNARD L. STONE	50
SAUGANASH OAKS CONDO. ASSN.	14	ANNUAL	1,020.00	THOMAS W. CULLERTON	38
SEELEY NORTH CONDO. ASSN.	6	SEMI-ANNUAL	225.00	JOE MOORE	49
SHERIDAN-WINONA CONDOMINIUM	12	ANNUAL	900.00	MARY ANN SMITH	48
SOUTH-WEB CONDOMINIUM ASSN.	11	ANNUAL	566.20	EDWIN W., EISENBRATH	43
STANFORD COURTS HOMEOWNERS	80	SEMI-ANNUAL	1,755.00	BERNARD L. STONE	50
STICKNEY SCHOOL CONDO. ASSN.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
STONE TERRACE CONDO ASSOC.	10	SEMI-ANNUAL	375.00	BERNARD L. STONE	50
STRATFORD PLACE CONDO. ASSN.	24	ANNUAL	1,028.00	BERNARD J. HANSEN	44
SUMMERDALE CONDOMINIUM	18	SEMI-ANNUAL	675.00	PATRICK J O'CONNOR	40
THE CARLYLE APTS. HOMEOWNERS	128	SEMI-ANNUAL	4,261.62	BURTON F. NATARUS	42
THE GREENWOOD CONDOMINIUMS	21	ANNUAL	1,482.00	TONI . PRECKWINKLE	04
THE HAMPDEN GREEN CONDO ASSN.	206	SEMI-ANNUAL	1,992.00	EDWIN W., EISENBRATH	43
THE MALIBU CONDOMINIUM	357	SEMI-ANNUAL	7,520.12	MARY ANN SMITH	48
THE PORTALS AT GRANT PLACE	50	ANNUAL	3,660.00	EDWIN W., EISENBRATH	43
THE RAVENSWOOD CONDOMINIUM	7	SEMI-ANNUAL	262.50	EUGENE C. SCHULTER	47
THE STATESMAN CONDOMINIUM ASSN	90	SEMI-ANNUAL	2,680.70	JOE MOORE	49

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/22/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
THE WARWICK CONDOMINIUM	24	SEMI-ANNUAL	900.00	THOMAS W. CULLERTON	58
THE WELLINGTON CONDOMINIUM	106	SEMI-ANNUAL	3,287.40	BERNARD J. HANSEN	44
THE 1143 SOUTH PLYMOUTH COURT	75	ANNUAL	3,219.63	THEODORE MAZOLA	01
THE 400 CONDOMINIUM ASSOC	940	SEMI-ANNUAL	7,310.00	BURTON F. NATARUS	42
THORNDALE BEACH SOUTH CONDO	227	SEMI-ANNUAL	5,287.39	MARY ANN SMITH	38
TIARA HOMEOWNERS ASSOCIATION	100	SEMI-ANNUAL	1,844.00	MARY ANN SMITH	38
TUDOR COMMONS CONDO. ASSN.	19	SEMI-ANNUAL	450.00	JOE MOORE	49
TUDOR GABLES BUILDING CORP.	114	SEMI-ANNUAL	750.00	TONI . PRECKWINKLE	04
TWO TWENTY-THREE EAST DELAWARE	10	SEMI-ANNUAL	375.00	BURTON F. NATARUS	42
VICTORIAN LANES CONDO. ASSN.	37	SEMI-ANNUAL	1,020.00	BERNARD J. HANSEN	44
WATERLOO COURT CONDO. ASSN.	25	ANNUAL	1,875.00	MARY ANN SMITH	38
WELLS STREETS STUDIOS CONDO.	10	ANNUAL	750.00	EDWIN W.. EISENDRATH	43
WEST EDGEWATER CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	38
WILLOW GLEN CONDO ASSOC.	39	ANNUAL	2,216.98	MARY ANN SMITH	38
WILSHIRE CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	THOMAS W. MURPHY	13
WIMBLEDON COURTS #3	5	ANNUAL	438.00	JAMES J. LASKI	32
WIMBLEDON COURTS II CONDO.	6	SEMI-ANNUAL	216.00	JAMES J. LASKI	32
WINDSOR LANE CONDO ASSOCIATION	49	SEMI-ANNUAL	1,218.44	PATRICK J. LEVAR	23
WINDSOR COURTS CONDO #2	16	ANNUAL	1,350.00	BRIAN O. HOGERTY	35
WINDSOR HOUSE CONDO. ASSN.	50	SEMI-ANNUAL	1,125.30	PATRICK J. LEVAR	23
WINDSOR-LONG CONDO ASSOC.	12	ANNUAL	900.00	PATRICK J. LEVAR	23
WINSTON TOWERS #3 CONDO ASSOC.	253	ANNUAL	9,000.00	BERNARD L. STONE	50
WINSTON TOWERS #5 CONDO ASSOC	218	SEMI-ANNUAL	4,141.50	BERNARD L. STONE	50
WINSTON TOWERS I ASSOCIATION	194	ANNUAL	8,835.00	BERNARD L. STONE	50
WINSTON TOWERS II ASSOCIATION	218	SEMI-ANNUAL	3,930.00	BERNARD L. STONE	50
WINSTON TOWERS NO. 4 ASSN.	250	SEMI-ANNUAL	3,337.00	BERNARD L. STONE	50
WRIGHTWOOD-DAYTON CONDO. ASSN.	15	ANNUAL	1,125.00	EDWIN W.. EISENDRATH	43
1000 W. DIVERSEY LOFTOMINIUMS	8	SEMI-ANNUAL	300.00	EDWIN W.. EISENDRATH	43
1010 LAKE SHORE DRIVE CONDO.	184	SEMI-ANNUAL	5,139.46	BURTON F. NATARUS	42
1110 N. LAKE SHORE DRIVE	74	SEMI-ANNUAL	2,729.75	MARY ANN SMITH	38
1133 CORNELIA LOFTS CONDO.ASSN	9	ANNUAL	675.00	BERNARD J. HANSEN	44
1134-36 W. FARWELL CONDO ASSOC	6	SEMI-ANNUAL	225.00	JOE MOORE	49
119 W. CHESTNUT CONDO ASSOC.	9	ANNUAL	675.00	BURTON F. NATARUS	42
1255 STATE PARKWAY CONDOMINIUM	62	SEMI-ANNUAL	2,325.00	ANTHONY C. LAUKINO	12
1300 N. LASALLE ASSOCIATION	7	ANNUAL	525.00	BURTON F. NATARUS	42
132 DELAWARE PLACE CONDO.ASSN.	106	SEMI-ANNUAL	3,975.00	BURTON F. NATARUS	42
1350 N. STATE PARKWAY CONDO.	8	SEMI-ANNUAL	300.00	EDWIN W.. EISENDRATH	43
1400 STATE PARKWAY CONDOMINIUM	96	ANNUAL	3,424.27	EDWIN W.. EISENDRATH	43
1411 STATE PARKWAY CONDO. ASSN	15	ANNUAL	1,125.00	EDWIN W.. EISENDRATH	43
1415 DEARBORN PKWY CONDO ASSOC	95	SEMI-ANNUAL	3,562.50	EDWIN W.. EISENDRATH	43
1418 N. LAKE SHORE DR. CONDO-	28	SEMI-ANNUAL	1,050.00	EDWIN W.. EISENDRATH	43
1119 N. STATE PARKWAY CONDO.	26	ANNUAL	1,950.00	EDWIN W.. EISENDRATH	43
1441 W. FARWELL CONDO. ASSN.	22	ANNUAL	1,650.00	JOE MOORE	49
1454-1456 HOLLYWOOD CONDO.ASSN	6	ANNUAL	450.00	MARY ANN SMITH	38
1465-67 CATALPA CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	38

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE: 5/22/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ********	
1531-33 W. THORNDALE CORP.	7	ANNUAL	525.00	MARY ANN SMITH	40
1660 CONDOMINIUM ASSOCIATION	492	ANNUAL	11,451.50	EDWIN W.. EISENDRATH	43
175 E. DELAWARE PL. HOMEOWNERS	705	SEMI-ANNUAL	25,612.00	BURTON F. NATARUS	42
180 EAST PEARSON HOMEOWNERS	260	SEMI-ANNUAL	9,750.00	BURTON F. NATARUS	42
1801 N. ORLEANS CONDOMINIUM	9	SEMI-ANNUAL	337.50	EDWIN W.. EISENDRATH	43
200 E. DELAWARE CONDO ASSOC.	189	SEMI-ANNUAL	7,087.50	BURTON F. NATARUS	42
201 E. CHESTNUT CONDO ASSOC.	138	SEMI-ANNUAL	3,870.00	BURTON F. NATARUS	42
2014 NORTH SHEFFIELD CONDO.	6	ANNUAL	450.00	EDWIN W.. EISENDRATH	43
2014 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL	262.50	EDWIN W.. EISENDRATH	43
2020 LINCOLN PRAK WEST CONDO.	433	SEMI-ANNUAL	7,179.60	EDWIN W.. EISENDRATH	43
2055 LUNT CONDOMINUM ASSN.	16	ANNUAL	831.10	BERNARD L. STONE	50
210 EAST PEARSON STREET CONDO.	61	SEMI-ANNUAL	1,921.65	BURTON F. NATARUS	42
2130 LINCOLN PARK WEST CONDO	34	SEMI-ANNUAL	1,275.00	EDWIN W.. EISENDRATH	43
2155 N. HARLEM AVENUE BUILDING	12	ANNUAL	900.00	WILLIAM JP BANKS	36
220 E. WALTON CONDO. ASSN.	19	SEMI-ANNUAL	712.50	BURTON F. NATARUS	42
2230 ORCHARD CONDOMINIUM	35	ANNUAL	1,315.20	EDWIN W.. EISENDRATH	43
227-237 EAST DELAWARE PL. CORP	44	SEMI-ANNUAL	1,650.00	BURTON F. NATARUS	42
232 E. WALTON BLDG. CORP.	20	ANNUAL	1,440.00	SEAN G. DOHERTY	1
2323 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL	750.00	EDWIN W.. EISENDRATH	43
2340 LINCOLN PARK WEST CONDO.	7	ANNUAL	525.00	EDWIN W.. EISENDRATH	43
253 EAST DELAWARE CONDO. ASSOC	164	SEMI-ANNUAL	4,200.00	BURTON F. NATARUS	42
2626 LAKEVIEW CONDO ASSOC	492	SEMI-ANNUAL	12,050.00	EDWIN W.. EISENDRATH	43
2800 LAKE SHORE DR. CONDO	657	SEMI-ANNUAL	10,738.85	EDWIN W.. EISENDRATH	43
2808-10 W. LOGAN BLVD. CONDO.	6	SEMI-ANNUAL	225.00	RICHARD F. MELL	32
2909 N. SHERIDAN ROAD CONDO.	223	SEMI-ANNUAL	2,760.00	BERNARD J. HANSEN	44
2970 LAKE SHORE DRIVE CONDO.	106	SEMI-ANNUAL	2,315.00	BERNARD J. HANSEN	44
3100 SOUTH MARTIN LUTHER KING	42	ANNUAL	1,280.16	BOBBY RUSH	02
3150 N. ODELL CONDO ASSOC.	9	ANNUAL	675.00	WILLIAM JP BANKS	36
3540 N. LAKE SHORE DRIVE CONDO	85	SEMI-ANNUAL	3,187.50	BERNARD J. HANSEN	44
3550 CONDOMINIUM ASSOCIATION	288	ANNUAL	18,314.00	HELEN SHILLER	46
3610 N. FREMONT CONDO. ASSN.	4	ANNUAL	300.00	HELEN SHILLER	46
3741-55 N. PINE GROVE CONDO.	24	SEMI-ANNUAL	695.00	HELEN SHILLER	46
3833 NARAGANSETT CONDOMINIUM	8	SEMI-ANNUAL	300.00	THOMAS W. CULLERTON	38
3900 LAKE SHORE DRIVE CONDO.	240	SEMI-ANNUAL	1,200.00	HELEN SHILLER	46
3950 NORTH LAKE SHORE DRIVE	658	SEMI-ANNUAL	12,916.90	HELEN SHILLER	46
40 EAST CEDAR CONDO ASSOC.	75	SEMI-ANNUAL	1,590.00	BURTON F. NATARUS	42
401 WEBSTER CONDO. ASSOC.	36	SEMI-ANNUAL	1,233.99	EDWIN W.. EISENDRATH	43
4056 W. 87TH ST. CONDO. ASSOC.	6	ANNUAL	450.00	THOMAS W. MURPHY	18
4248 N. KEYSTONE CONDO. ASSN.	9	SEMI-ANNUAL	306.00	PATRICK J. LEVAR	45
425 WELLINGTON CONDOMINIUM	5	ANNUAL	375.00	BERNARD J. HANSEN	44
442 W. ALDINE CONDO. ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
4645 N. HERMITAGE CONDO. ASSN.	9	ANNUAL	675.00	EUGENE C. SCHULTER	47
4650 N. HERMITAGE CONDO. ASSN.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
4836 NORTH KENMORE CONDO.ASSN.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	40
4839-41 N. CENTRAL CONDO ASSN	12	ANNUAL	900.00	PATRICK J. LEVAR	45

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/22/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
4850-54 N. LINDER BUILDING	18	SEMI-ANNUAL	648.00	PATRICK J. LEVAR	45
5040-60 MARINE DRIVE CONDO.	203	ANNUAL	10,047.66	MARY ANN SMITH	48
5100 MARINE DRIVE CONDOMINIUM	300	SEMI-ANNUAL	4,757.00	MARY ANN SMITH	48
5100 N. SHERIDAN ROAD CONDO.	40	SEMI-ANNUAL	1,355.00	MARY ANN SMITH	48
515 WRIGHTWOOD CONDO ASSOC.	78	SEMI-ANNUAL	1,636.00	EDWIN W.. EISENDRATH	43
520 W. ROSCOE CONDOMINIUM ASSN	6	ANNUAL	450.00	EDWIN W.. EISENDRATH	43
5216-18 S.DORCHESTER CONDO.	6	ANNUAL	450.00	TONI . PRECKWINKLE	04
5220 NORTH ROCKWELL CONDO	8	ANNUAL	600.00	PATRICK J O'CONNOR	40
5223 CONDOMINIUM ASSOCIATION	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
5223-25 S.DORCHESTER CONDOMIN-	7	ANNUAL	525.00	TONI . PRECKWINKLE	04
5235 WEST LELAND CONDOMINIUM	5	ANNUAL	375.00	PATRICK J. LEVAR	45
5312-14 WINDSOR CONDO ASSOC.	9	ANNUAL	675.00	PATRICK J. LEVAR	45
539-547 W. BROMPTON CONDO.ASSN	28	ANNUAL	2,100.00	HELEN SHILLER	46
5419 S. MASSASOIT CONDO. ASSN.	11	ANNUAL	553.00	JAMES J. LASKI	38
5445 EDGEWATER PLAZA CONDO.	466	SEMI-ANNUAL	7,575.00	MARY ANN SMITH	48
5445 N. KENMORE HOMEOWNERS ASC	6	ANNUAL	450.00	MARY ANN SMITH	48
549-51 W. BELDEN CONDO. ASSN.	20	ANNUAL	1,500.00	EDWIN W.. EISENDRATH	43
5923-25 N. MAGNOLIA CONDO.ASSN	6	ANNUAL	450.00	JOE MOORE	49
6120-22 NORTH HAMILTON AVENUE	6	ANNUAL	450.00	BERNARD L. STONE	50
6121 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL	324.00	PATRICK J. LEVAR	45
6247-49 N. GLENWOOD CONDO.ASSN	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
6410-12 CONDOMINIUM ASSOC.	5	ANNUAL	450.00	JOE MOORE	49
656 BUCKINGHAM CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
6714-16 S. CHAPPELL CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
6737-39 SOUTH EAST END CONDO.	6	SEMI-ANNUAL	225.00	LAWRENCE S BLOOM	05
6922 JEFFERY CONDOMINIUM INC.	13	SEMI-ANNUAL	450.00	LAWRENCE S BLOOM	05
70 EAST CEDAR STREET CORP.	30	SEMI-ANNUAL	1,095.00	BURTON F. NATARUS	42
720 GORDON TERRACE CONDO.ASSN.	270	SEMI-ANNUAL	6,252.00	HELEN SHILLER	46
73 EAST ELM CONDO ASSOC.	48	SEMI-ANNUAL	1,800.00	BURTON F. NATARUS	42
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL	200.00	JOE MOORE	49
7516 RIDGE BUILDING CORP.	6	ANNUAL	324.00	BERNARD L. STONE	50
7524 RIDGE BUILDING CORP.	6	ANNUAL	324.00	BERNARD L. STONE	50
7655-57 N. SHERIDAN ROAD CONDO	6	SEMI-ANNUAL	225.00	JOE MOORE	49
832 W. GUNNISON ASSOCIATION	6	ANNUAL	450.00	MARY ANN SMITH	48
852-854 LAKESIDE CONDOMINIUM	7	SEMI-ANNUAL	240.00	MARY ANN SMITH	48
899 S. PLYMOUTH COURT CONDO	250	ANNUAL	5,744.41	THEODORE MAZOLA	01
900 W. AINSLIE CONDOMINIUM	10	ANNUAL	750.00	MARY ANN SMITH	48
900-10 LAKE SHORE DRIVE CONDO	524	SEMI-ANNUAL	16,801.04	BURTON F. NATARUS	42
915-17 W. GUNNISON STREET	6	ANNUAL	450.00	MARY ANN SMITH	48
939-41 W. WINONA CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
955 WEST CARMEN CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF FEBRUARY, 1991.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of February, 1991.

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

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF MARCH, 1991.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of March, 1991.

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

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 five applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

Children's Benefit League of Chicago and Suburbs
April 10, 1992 -- citywide;

Diabetes Research Institute Foundation
June 14 -- 16, 1991 and June 12 -- 14, 1992 -- citywide;

Have-A-Heart Charities of Chicago and the Greater Metropolitan Area
September 10 -- 11, 1992 -- citywide;

Lions of Illinois Foundation
October 10 -- 12, 1991 -- city and statewide; and

ASPIRA, Inc., of Illinois
October 5, 1991 -- citywide.

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

Re-Referred -- CONSIDERATION OF MOTION TO AMEND ORDINANCE AUTHORIZING ALDERMANIC CONTRACTUAL SERVICE HOURS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a motion to amend Section 1, Exhibit A, of an ordinance passed April 12, 1991 (Council Journal of Proceedings pages 32867 -- 32896) authorizing Aldermanic contractual service hours, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed motion to the Committee on the Budget and Government Operations.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed motion was *Re-Referred to the Committee on the Budget and Government Operations.*

Re-Referred -- AUTHORIZATION FOR EXPENDITURE OF SURPLUS YEAR XVI COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR STREET REPAIRS ALONG ILLINOIS CENTRAL RAILROAD TRACKS.

The Committee on Finance submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the expenditure of surplus funding from the Community Development Block Grant funds for Year XVI to be used for street repair along the Illinois Central Railroad Tracks at various locations in the 7th Ward, in the amount of $175,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed resolution to the Committee on the Budget and Government Operations.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on the Budget and Government Operations.*

Action Deferred -- AUTHORIZATION FOR EXECUTION OF CAFETERIA AND CITYWIDE VENDING MACHINE SERVICES AGREEMENT WITH ACE COFFEE BAR, INC. FOR INSTALLATION, OPERATION AND MAINTENANCE OF VENDING MACHINES AT CERTAIN LOCATIONS OWNED OR LEASED BY CITY OF CHICAGO AND FOR OPERATION OF CAFETERIAS AT CHICAGO POLICE HEADQUARTERS.

The Committee on Finance submitted the following report which was, on motion of Alderman Rugai and Alderman Buchanan, *Deferred* and ordered published:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Mayor to enter into a Cafeteria and Citywide Vending Machine Services Agreement with Ace Coffee Bar, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago (the "City") solicited proposals for the installation, operation, repair, and maintenance of vending machines and certain ancillary and/or related equipment (collectively, "Vending Machines") on various property owned or leased by the City and the management and operation of the cafeterias located in the Police Department Headquarters located at 1121 South State Street and in the

Police Training Academy located at 1300 West Jackson Boulevard (together, the "Police Department Cafeterias") pursuant to the City's Request for Proposals for Citywide Vending Machine Services (the "R.F.P."); and

WHEREAS, Pursuant to the R.F.P., the City selected Ace Coffee Bar, Inc. ("Ace") to install, operate, repair and maintain Vending Machines at certain locations owned or leased by the City (collectively the "Vending Machine Services") and to manage and operate the Police Department Cafeterias (collectively, the "Cafeteria Services"); and

WHEREAS, There has been prepared and is now before this meeting a proposed Cafeteria and Citywide Vending Machine Services Agreement (the "Agreement") pursuant to which Ace agrees to provide the Vending Machine Services and the Cafeteria Services and agrees to pay to the City 24.1% of the Gross Revenue (as defined in the Agreement) from the operation of the Vending Machines; and

WHEREAS, The City desires that, from and after the effective date of this ordinance, no Vending Machines be permitted to be located at the Potential Locations (as defined in the Agreement) listed in (Sub)Exhibit 10 to the Agreement (as such (Sub)Exhibit 10 may be amended from time to time in accordance with the terms of the Agreement, as amended) other than pursuant to the Agreement unless otherwise expressly authorized by the Commissioner of the Department of General Services of the City (the "Commissioner"); now, therefore,

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

SECTION 1. Authorization of Agreement. The Agreement, in substantially the form attached to this ordinance as Exhibit 1, is hereby approved, and the City is hereby authorized to execute, deliver and perform the Agreement. The Mayor, the City Comptroller, the Purchasing Agent and the Commissioner are hereby authorized and directed to execute and deliver the Agreement substantially in the form attached to this ordinance as Exhibit 1 on behalf of the City subject to approval as to form and legality by an Assistant Corporation Counsel of the City. The City Clerk is hereby authorized and directed to attest and impress the corporate seal of the City upon the Agreement.

SECTION 2. Commissioner to Approve Certain (Sub)Exhibits. The Commissioner is hereby authorized and directed to approve (Sub)Exhibits 1, 2 and 9 to the Agreement when such (Sub)Exhibits are prepared in accordance with the provisions of the Agreement.

SECTION 3. No Vending Machines at Potential Locations Except Pursuant to Agreement or as Otherwise Authorized by Commissioner. From and after the effective date of this ordinance, no Vending Machines shall be permitted to be located at the potential locations identified in (Sub) Exhibit 10 to the Agreement (as such (Sub) Exhibit 10 may be named from time to

time in accordance with the terms of the Agreement, as amended) other than pursuant to the Agreement unless otherwise expressly authorized by the Commissioner.

SECTION 4. Necessary and Desirable Actions Authorized. The Mayor, the City Comptroller, the Purchasing Agent, the Commissioner, any Deputy Commissioner of the Department of General Services of the City and the officers and employees of the City are hereby authorized and directed to take such actions as are necessary or desirable to carry out the intent and purposes of this ordinance and the Agreement.

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

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Cafeteria And Citywide Vending Machine Services Agreement

Between

Ace Coffee Bar, Inc.

And

City Of Chicago
(Department Of General Services).

This Cafeteria and Citywide Vending Machine Services Agreement (this "Agreement") is entered into as of this _____ day of _____, 1991 (the "Effective Date"), by and between Ace Coffee Bar, Inc., a Delaware corporation authorized to do business in the State of Illinois (the "Contractor") and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of General Services (the "City").

Whereas, The City has determined that it is in the City's best interest to enter into an agreement for the installation, operation and maintenance of Vending Machines for the use of its approximately 41,000 employees; and

Whereas, In order to conclude a vending machine services agreement, the City solicited proposals for the installation, operation, repair and maintenance of vending machines and certain ancillary and/or related equipment (altogether "Vending Machines") pursuant to the City's Request for Proposal for Citywide Vending Machine Services, Specification and Contract Documents No. 72-90-10, 74468 (referred to herein as the "R.F.P."); and

Whereas, The City received responses to the R.F.P. from seven vendors, including a proposal to the City, dated July 16, 1990 (referred to herein as the "Proposal") from the Contractor, and on the basis of the responses submitted, selected the Contractor to install, operate, repair and maintain the Vending Machines at certain locations ("Potential Locations") in City-owned or leased real estate buildings, and offices listed in the schedule of "Potential Vending Machine Locations", attached hereto as (Sub)Exhibit 10 ("(Sub)Exhibit 10"); and

Whereas, The Contractor has agreed to install, operate, repair and maintain Vending Machines at no fewer than 400 of the Locations set forth in (Sub)Exhibit 10; and

Whereas, In consideration for the right to install, operate, repair and maintain Vending Machines at the Locations and to derive revenues therefrom, the Contractor has agreed to make payments and fulfill certain obligations to the City pursuant to this Agreement; and

Whereas, The City has requested that the Contractor, upon the Effective Date of this Agreement, assume the responsibilities and obligations for the operation of two of the City's Cafeterias, one of which is in the City's Police Training Academy located at 1300 West Jackson Boulevard and the second of which is in the Police Department Headquarters located at 1121 South State Street (together, the "Police Department Cafeterias"); and

Whereas, The Contractor has agreed that it will assume all responsibilities and obligations for the management and operation of the Police Department Cafeterias, will maintain the current hours of operation of the Police Department Cafeterias, will provide a level of service and quality of food that equals or exceeds the level of service and quality of food now provided at the Police Department Cafeterias, and will provide such level of service and quality of food at prices that are comparable to those now in effect at the Police Department Cafeterias, all of such obligations of the Contractor to be referred to herein as "Cafeteria Services"; and

Whereas, The City and the Contractor have negotiated the terms and conditions pursuant to which the Contractor shall be entitled to install,

operate, repair and maintain the Vending Machines and provide the Cafeteria Services; and the Contractor represents it is ready, willing and able to perform under this Agreement to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth here.

Article 2.

Definitions.

In addition to terms defined in the recitals and elsewhere in this Agreement, the following words and phrases shall have the following meanings for purposes of this Agreement:

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

"City" means the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois.

"Code" means the Municipal Code of Chicago (1990), as amended from time to time.

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

"Commissions" shall mean the amounts required to be paid to the City as compensation for the privileges granted under this Agreement, as set forth in Section 1601.

"Contract Documents" shall mean collectively this Agreement including the exhibits and attachments hereto.

"Contractor" means Ace Coffee Bar, Inc., a corporation duly organized and existing under the laws of the State of Delaware and duly authorized to do business as a foreign corporation under the laws of the State of Illinois, and its successors and assigns as authorized under this Agreement.

"Department" means the Department of General Services of the City of Chicago.

"Gross Revenues" shall mean the sum of (1) all amounts collected, billed by and/or due to the Contractor to be paid in cash (including stolen or lost cash), credits or property of any kind or nature arising from or attributable to, directly or indirectly, or in anyway derived from, the Contractor's location, operation, lease, exchange or use of the Vending Machines or the provision of the Vending Services from the Vending Machines, whether or not such amounts are actually collected, and (2) any other revenues arising from the possession by the Contractor of its rights to provide Vending Services under this Agreement. Gross Revenues shall be determined without any deduction on account of the cost of furnishing the Vending Machines or the Vending Services, the cost of materials used, labor or service costs or any other expense whatever. Gross Revenues shall include taxes billed to or paid by the users of the Vending Machines. No other expenses or allowances shall be deducted from Gross Revenues.

"Location" or "Locations" means the Potential Locations at which one or more Vending Machines are installed by the Contractor in accordance with this Agreement.

"Normal Business Days" or "Business Days" shall mean Monday through Friday, excluding holidays observed by the City. All reference to "days" herein shall mean calendar days unless Business Days are specified.

"Normal Business Hours" or "Business Hours" shall mean, with respect to the Vending Machine Locations, the hours of 8:00 A.M. through 5:00 P.M. during Normal Business Days and, with respect to the Police Department Cafeterias, the hours of 6:00 A.M. through 2:00 P.M., during Normal Business Days.

"Program Manager" shall mean, in the case of the City, the City employee designated by the Commissioner of General Services to serve in such capacity, and, in the case of the Contractor, a representative designated by the President of the Contractor and acceptable to the City.

"Proposal" means the Proposal dated July 16, 1990, of the Contractor.

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

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

"Services" means the Vending Services and the Cafeteria Services.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the Services. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Vending Machines" shall mean all vending machines and the ancillary and/or related equipment installed at the Locations pursuant to this Agreement.

"Vending Services" shall mean the services necessary to carry out the responsibilities of the Contractor under this Agreement and shall include the installation, operation, maintenance, and repair of Vending Machines furnished to any Location in accordance with this Agreement, but "Vending Services" shall not include any "Cafeteria Services".

Article 3.

Nature Of The Agreement.

The City grants to the Contractor permission to provide (1) the Vending Services to and for any and all Locations and (2) the Cafeteria Services to and for the Police Department Cafeterias, as provided in the Contract Documents. The Contractor agrees that its obligation to provide the Vending Services, including the installation, operation, stocking, repair, and maintenance of the Vending Machines and the Cafeteria Services, shall be at its own expense.

Article 4.

Vending Operations.

Section 401. Comfort And Convenience.

The Contractor shall take whatever action is reasonably necessary to

assure that the City's purposes in entering into this Agreement are satisfied. The Contractor hereby acknowledges that a major goal, objective, and purpose of the City in entering into this Agreement is to benefit the City's employees by providing additional comfort and convenience to them in their working environment.

Section 402. Scope Of Services.

The Contractor shall perform all necessary services required in connection with and respecting the following:

(a) Vending Services. The Contractor shall be responsible for the installation, service, stocking, maintenance, and repair of all Vending Machines and shall provide supervision necessary to operate and maintain the Vending Machines in a clean, environmentally sound condition. The Contractor will make a fresh variety of products available for consumption by City employees at competitive prices. All Vending Machines shall be subject to inspection and approval by the Department prior to final installation. At each Location, the Contractor shall provide easy to understand, straightforward, operating instructions for the Vending Machines.

(b) Reimbursement Funds; Refunds. The Contractor shall make available an adequate amount of funds of not less than $5 per Location to reimburse Vending Machine users for monetary losses from malfunctions of Vending Machines. The reimbursement fund at each Location will be replenished on a weekly basis or as necessary to maintain the minimum level of funds.

At each Location, the Contractor shall provide the user with an explicit explanation of where and how "malfunction reports" and "refund requests" shall be made. Vending Locations shall be fully equipped with refund claim slips ("Refund Slips") and change banks ("Change Banks"), which shall be conveniently located and accessible. The Contractor shall post signs at each Location which direct the public to the Refund Slips and Change Banks. The signs must be clearly labelled and easy to read and acceptable to the Commissioner of General Services.

(c) Maintenance. All Vending Machines shall be regularly serviced by the Contractor throughout the entire term of this Agreement. Maintenance schedules shall be adjusted in accordance with maintenance demands, but in no event shall any Vending Machine be serviced on less than a weekly basis. The Contractor shall be responsible for all Vending Machine repairs.

(d) Repairs and Replacement. If any Vending Machine is damaged or is inoperable or "Out-of-Order" for any reason whatsoever, the Contractor shall immediately repair such Vending Machine in a manner acceptable to the Commissioner of General Services. The Contractor hereby agrees to repair and replace Vending Machines as promptly as possible. All of the Contractor's repair, replacement and maintenance responsibilities shall be fulfilled by local service personnel operating from a local service center. The Contractor must have a qualified repair person ("Repair Person") at the Location of the damaged or inoperable Vending Machine within two hours of being notified of such damage or inoperability, or within two hours of the time the Contractor should reasonably have been aware of the damage or inoperability, whichever is first; provided, however, that if the Contractor is notified of the damaged or inoperable Vending Machine or should reasonably have become aware of such damage or inoperability, whichever is first, during non-business hours, which, for purposes of this Section shall mean between the hours of 5:00 P.M. and 8:00 A.M., the Contractor shall have three hours to respond without being in default of its obligations and responsibilities pursuant to this Agreement.

The Repair Person provided by the Contractor must be well-trained and knowledgeable about vending equipment and have the ability to efficiently and effectively repair such equipment. The Repair Person shall repair each damaged or inoperable Vending Machine within a reasonable time following inspection of the damage to the Vending Machine.

If for any reason the Repair Person is unable to repair the damage to the broken Vending Machine within a reasonable time, the Contractor must replace the broken Vending Machine with a new or like new Vending Machine meeting all the requirements for Vending Machines set forth in this Agreement. The replacement Vending Machine must be installed and fully operable within ninety-six (96) hours of the time the Contractor was notified that the original Vending Machine was broken or inoperable or the Contractor should reasonably have become aware of the damage or inoperability, whichever occurs first.

If, due to the fault or negligence of the Contractor, the City and/or the public is unable to notify the Contractor that a Vending Machine is damaged or has become inoperable, the Contractor shall be deemed to have been given notice that a repair needs to be made pursuant to this Section, and the time for responsive action set forth herein shall commence as of the time the Contractor would have had notice in the absence of such fault or negligence.

The Contractor agrees that Repair Persons shall be available to fulfill the Contractor's obligations under this Agreement on a twenty-four (24) hour, seven (7) day-a-week basis. The Contractor shall insure that each Repair Person wears a specified, easily identifiable uniform and carries a photo identification whenever making a service call to a Location. Every Repair Person shall be properly bonded and insured. Any vehicles driven

by a Repair Person shall be identified with the Contractor's logo and tradename.

(e) Reports. The Contractor agrees to provide a Commission Detail Report ("Detail Reports") (summary and per machine) to the City regarding each monthly Payment Period, at no cost, by the 20th day of the calendar month succeeding such Monthly Payment Period. Each Detail Report will be in a form approved by the City's Program Manager and will reflect all Gross Revenues earned or accrued by the Contractor during such Monthly Payment Period and detail by volume of Merchandise sold and corresponding dollars the Commissions related to or generated by each of the Vending Machines during such Monthly Payment Period. Totals by Vending Machine and by account for each station collected the previous month will be detailed. The City may divide the Vending Machines into different accounts and receive one Detail Report and Commission check per account. Additional or customized reports shall be provided to the City at no extra cost upon request of the City's Program Manager.

The reports shall set forth the activity of each Vending Machine and the total dollar and unit volume of every product dispensed.

Monthly reports shall include, but not be limited to:

(1) The monthly volume of sales in dollars and units generated by each Vending Machine and the monthly volume of sales in dollars generated at each Location;

(2) The monthly volume of sales in dollars generated by each type of product dispensed by each Vending Machine; and

(3) The total Commissions owed the City based on sales volume and the Commission rates agreed to.

All monthly reports and related records shall be maintained by the Contractor for at least three (3) years, and shall be subject to inspection by the Management Company and audit by the Department of General Services or other City inspection. Representatives of the Department of General Services may, at their discretion, examine the reports and records at the offices of the Contractor provided that reasonable notice of an intent to examine the records is provided to the Contractor.

The Contractor will provide to the Commissioner of General Services, the Commissioner of the City's Department of Revenue and the City Comptroller, at no cost, the monthly Detail Reports, through mechanized transmission or delivery. A reasonable number of additional reports shall

be provided by the Contractor to the City at no extra cost upon request of the City's Program Manager.

(f) Records and Audit. The Contractor shall maintain books and records of the operations of its Vending Machines, including cash and non-cash revenues generated, and unit sales of each product sold on a monthly basis. The books and records shall maintain a separate account for each Location. All books and records shall be maintained in a manner consistent with generally accepted accounting principles and practice.

Annually, no later than February 20th of every year during which this Agreement remains in force, the Contractor shall supply to the Commissioner of General Services a copy of the financial statements and a Certificate from an independent certified public accountant in form and substance acceptable to the Commissioner of General Services attesting to an audit showing that the Commissions paid to the City under Section 1601 of this Agreement for the prior calendar year were in compliance with the provisions of Section 1601 of this Agreement.

The City reserves the right, by itself or through a third party designated by the Commissioner of General Services, upon ten (10) days written notice to the Contractor, to audit and review the records serving as the basis for such audit, which records shall be regarded as proprietary and confidential. In the event that the independent audit ordered by the City properly determines that the compensation paid to the City was underpaid in the prior calendar year by more than 5%, the Contractor shall bear the cost of the City's audit.

The Contractor will provide to the Commissioner of General Services, the Commissioner of the City's Department of Revenue and the City Comptroller, at no cost, the monthly Detail Reports required by subsection (f) of this Section through mechanized transmission or delivery. A reasonable number of additional reports shall be provided at no extra cost upon request of the City's Program Manager.

(g) Collections. The Contractor shall collect Gross Revenues from each Vending Machine at least once per week. The Commissioner of General Services may, in his discretion, require the Contractor to collect Revenues on a more frequent basis provided that the increased number of collections is reasonably necessary for the protection of City's interests under this Agreement.

(h) Payment. The City's monthly commission check representing the City's share of the revenue generated from the Vending Machines as determined in accordance with Section 1601 of this Agreement shall be presented to the office of the City Comptroller no later than the twentieth (20th) day following the month during which the revenue is generated. The monthly commission check shall be accompanied by the monthly report required by Section 402(e) of this Agreement.

(i) Special Promotions. The Contractor must supply, in cooperation with Vending Machine product suppliers, promotions, contests, prizes and award incentives to induce increased Vending Machine customer patronage. All programs shall include promotional literature and winner announcements.

(j) Recycling. All or part of the discarded cans shall be collected at all Locations and recycled as provided in Article 10.

(k) Location of Vending Machines. The Vending Machines shall be located in any or all of the Potential Locations set forth in (Sub)Exhibit 10. Potential Locations shall include but not be limited to City Hall; the various locations of the Departments of Police, Fire, General Services, Aging and Disability, Human Services, Streets and Sanitation (which includes all fifty (50) of their Ward locations), Water, Sewers, Health, and Public Works and the Public Libraries.

Any requests for new or additional Locations shall be made in writing by the Contractor to the Commissioner of General Services, who shall have sole authority to grant or deny each request. When the Department of General Services initiates a proposal for a new Location, the Contractor shall evaluate the feasibility of such Location and respond to the Department of General Services on a timely basis, which in no event shall be more than two weeks after the Contractor's receipt of the Department's proposal.

The City reserves the right to modify, cancel, or add to the Potential Vending Machine Locations listed in (Sub)Exhibit 10.

Section 403. Profitability.

The City recognizes that certain costs will be incurred by the Contractor as a result of providing multiple Vending Machine Locations. The Contractor shall have the opportunity to document, and is responsible for documenting the financial payback for Vending Machines on a Location-by-Location basis. It is not the intent of the City to require unprofitable Vending Machine Locations.

Section 404. Equipment Requirements.

The Contractor shall supply, at its own expense, all of the Vending Machines and any related equipment required by this Agreement. All Vending Machines shall be current generation, new or like new, and of the highest quality. All Vending Machines that dispense soda, milk, juice, hot

beverages, or similar products must be equipped with non-resettable meters. All canned beverage machines shall have dollar bill acceptors. All multi-machine Locations shall have, in addition to canned beverage machines with dollar bill acceptors, (1) dollar bill converters to produce change and/or (2) other product machines with dollar bill acceptors. Sites which sell re-heatable food shall have new or like new microwave ovens and appropriate condiments and utensils supplied by the Contractor.

The Contractor shall own (not lease) at least 50% of the Vending Machines installed at any Location for the purpose of serving canned beverages. If, for any reason, the Contractor believes that it cannot meet this 50% requirement at any Location, the Contractor must submit a written explanation to the Commissioner of General Services setting forth the reasons why such compliance is not possible. The Commissioner of General Services, after reviewing the explanation submitted by the Contractor, may waive the 50% requirement for a particular Location provided that he believes such waiver is in the best interests of the City and its employees. The Vending Machines shall dispense as wide a variety of merchandise as is feasible.

All Vending Machines shall be subject to inspection by the Department of General Services. The Department of General Services may reject any Vending Machines delivered pursuant to this Agreement provided there is a reasonable basis to believe that the rejected Vending Machine would not operate efficiently or satisfy the purposes of this Agreement. Grounds for rejecting a Vending Machine shall include, but shall under no circumstances be limited to the following: (1) obvious external damage, (2) unattractiveness, (3) the Vending Machine is not a current model, (4) the Vending Machine would not appear to a reasonable person as being "new" or "like-new", (5) the Vending Machine lacks any of the requirements set forth in this Agreement, (6) the Vending Machine dispenses beverages and lacks a non-resettable meter, or (7) the Vending Machine does not meet the highest standard of quality.

Section 405. Implementation.

The City recognizes that the complete implementation of the Proposal may take up to one (1) year from the Effective Date. Within thirty (30) days of the Effective Date, the Contractor shall submit to the Commissioner of General Services a detailed plan (the "Plan") for the complete implementation of the Proposal including but not limited to the installation of all Vending Machines. The Commissioner of General Services shall have the right, in his discretion, to accept or reject the Plan.

Section 406. Pricing.

The prices of all merchandise sold in the Vending Machines shall be as agreed to by the Contractor and the Department of General Services and initially shall be as set forth in (Sub)Exhibit 8. The City reserves the right to continuously monitor and review the Contractor's pricing schedule and the Commissioner of General Services, on behalf of the City, may, in his discretion, require the Contractor to make adjustments in such pricing schedule. The Contractor may not increase the prices of any Merchandise or provide new Merchandise without first obtaining the explicit approval, in writing, of the Commissioner of General Services.

Article 5.

Merchandise.

At all times, the Contractor shall keep the Vending Machines fully stocked with fresh, high-quality food products. A variety of food products may be sold from the Vending Machines. The products may include candy, canned soda, chips, gum, rolled candy, coffee, milk, chocolate milk, and other items listed in (Sub)Exhibit 8 hereto, which may be amended from time to time with the consent of the Commissioner of General Services and the Contractor. All of the items listed in (Sub)Exhibit 8 as such (Sub)Exhibit may be amended from time to time shall be referred to herein as the "Merchandise".

The Merchandise shall consist exclusively of brand-name products unless this Agreement or (Sub)Exhibit 8 contains an explicit exception to this requirement.

The Contractor shall sell an assortment of Merchandise and attempt to offer the City and its employees as wide a selection of Merchandise and as many categories of Merchandise as possible. The Contractor shall not under any circumstances replace any of the Merchandise with products not listed in (Sub)Exhibit 8. If the Contractor believes that a substitution of product is advisable and would be beneficial to the City and the City's employees, the Contractor shall notify the Commissioner of General Services of its recommendation. The Commissioner of General Services on behalf of the City and the Contractor may amend (Sub)Exhibit 8 to add the recommended product to the Merchandise.

Article 6.

Sanitation At Vending Machine Locations.

The Contractor shall be responsible for removing all cans, paper, cardboard and other trash generated by the Vending Machines including but not limited to such trash generated during the filling and servicing of the Vending Machines. All trash shall be removed in a timely fashion and pursuant to a schedule approved by the Commissioner of General Services and the City's Program Manager. The Contractor represents and warrants that at all times it will be willing and ready to take whatever action is reasonably possible to maintain the highest standards of sanitation and cleanliness in the Locations and specifically in the areas where the Vending Machines are located. The Contractor's commitment to the maintenance of a clean and attractive environment in the areas surrounding the Vending Machines is a material covenant on which the City has relied in concluding this Agreement. Any violation of this Article 6 by the Contractor shall be grounds for the immediate termination of this Agreement by the City. If the City terminates this Agreement because of violation by the Contractor of this Article 6, the City shall have no further obligation to the Contractor and specifically shall not be indebted to the Contractor for any losses the Contractor may incur as a result of the termination of this Agreement pursuant to this Article 6.

Article 7.

Inspection Of Facilities.

Upon not less than 12 hours notice, up to five (5) representatives of the City may inspect the Contractor's facilities including but not limited to any or all of its kitchens, food preparation areas, bakeries, food storage areas, refrigeration units, loading docks and trucks. The City may inspect the Contractor's supplies, equipment and prepared food and unprepared food products.

Article 8.

Cafeteria Operations.

The Contractor shall perform the Cafeteria Services in a manner acceptable to the Commissioner of General Services. The Cafeteria Services shall include but not be limited to those described in (Sub)Exhibit 1 attached hereto and made a part hereof by this reference. Within thirty (30) days after the Effective Date, the Contractor shall submit to the Commissioner of General Services for approval proposed forms of (Sub)Exhibit 1 (Cafeteria Services) and (Sub)Exhibit 9 (Permitted Merchandise for the Police Department Cafeterias). (Sub)Exhibit 9 shall include permitted prices for merchandise to be sold in the Police Department Cafeterias. Upon approval by the Commissioner of General Services, (Sub)Exhibits 1 and 9 shall become a part of this Agreement. Thereafter, such (Sub)Exhibits 1 and 9 may be amended with the prior written approval of the Commissioner of General Services and the Contractor.

Article 9.

Special Promotions.

Wherever and whenever possible, the Contractor shall offer a variety of promotional programs, special events, product give-aways, and contests in connection with the Vending Services and the Cafeteria Services that the Contractor will supply pursuant to this Agreement. Whenever promotions are offered or sponsored by manufacturers or suppliers of products sold in the Vending Machines or Police Department Cafeterias, and those promotions are offered by the Contractor at any sites where it has installed or operates vending machines or operates a cafeteria, those promotions shall be offered by the Contractor at all of the Locations and Police Department Cafeterias covered by this Agreement.

All promotions planned for the City's vending Locations and Police Department Cafeterias shall be discussed in advance with and shall be subject to the approval of the Program Manager. The Contractor shall advertise such promotions to the maximum extent reasonably possible.

All promotions shall be carried out in a fair manner. Whenever a promotion involves a contest where prizes will be awarded, the Contractor will make every effort to insure that every participant has an equal chance of winning and that no participant will be shown favoritism in any manner whatsoever.

Article 10.

Recycling Requirements.

The Contractor shall be responsible for recycling all beverage cans disposed of in any of the vending Locations or the Police Department Cafeterias. Beverage cans disposed of in the vending Locations or the Police Department Cafeterias shall be referred to herein as "Used Cans". All Used Cans shall be returned by the Contractor, at its expense, to its recycling center. The parties intend for the Used Cans to be "sorted" and "crushed" at the Contractor's recycling center and eventually to be delivered to a recycling facility.

The Contractor, at its expense, shall install Envipco Reverse Vendor Units ("Envipco Unit") at each Location designated by the Department of General Services as a "high volume" location.

At each Location which is not designated as a "high volume" Location, the Contractor shall provide, at its expense, a corrugated container with a removable plastic liner. All Used Cans, whether deposited and stored in an Envipco Unit or a corrugated container, shall be collected and removed by the Contractor, at its expense, on a timely basis acceptable to the Commissioner of General Services. All Used Cans so removed shall be sent first to the Contractor's recycling center, and after they have been processed, to a recycling facility.

The Contractor shall pay the sum of $2,000 to the City to compensate the City for revenues realized by the Contractor from the sale of Used Cans recycled by the Contractor during the first year of this Agreement. Such amount shall be paid to the City in four equal quarterly installments of $500 each.

At the end of the first year of the program, the City and the Contractor will reevaluate the level and method of the Contractor's compensation of the City for recycling revenues and will agree in writing upon the terms of compensation to the City for recycling revenues after the first year of the program; provided, however, that such annual level of Contractor's compensation shall never be less than $2,000.

The recycling program set forth herein may be altered, modified or amended at any time by the Commissioner of General Services upon giving the Contractor twenty-four (24) hours notice. The Commissioner of General Services, in his sole discretion, may at any time remove the Contractor from any participation in such recycling program. The Commissioner of General Services, at any time, may request the Contractor to develop a more comprehensive recycling program acceptable to the City. Upon reviewing

such a request from the Commissioner of General Services, the Contractor shall prepare a more comprehensive program setting forth all action that the Contractor will undertake to meet the City's recycling goals.

The City shall have the right to inspect the Contractor's recycling operations upon reasonable notice.

Article 11.

Management Company.

The City intends to engage a management company experienced in the monitoring of vending machine operations ("Management Company") in order to monitor the Contractor's compliance with all terms of this Agreement. The Contractor shall cooperate with the Management Company and take whatever action is reasonably necessary to enable the Management Company to fulfill its responsibilities to the City in accordance with the City's agreement with the Management Company.

In addition, the Management Company shall have all rights and privileges granted to the City and/or the Commissioner of General Services under this Agreement in connection with the monitoring of the Vending Machines, inspecting and reviewing the Contractor's financial statements and records relating to the Vending Machines and the sale of Merchandise from the Vending Machines, inspecting the installation, maintenance and repair of the Vending Machines, inspection of the Contractor's facilities, and inspections determined by the Commissioner of General Services to be necessary to determine the Contractor's compliance with all representations, warranties, covenants and obligations under this Agreement.

Article 12.

Term Of Agreement; Timeliness.

Section 1201. Term Of Agreement.

Unless sooner terminated or otherwise extended pursuant to this Agreement, this Agreement shall be for a term of five (5) years beginning on the Effective Date.

Section 1202. Timeliness Of Performance.

The Contractor shall provide the Vending Services and the Cafeteria Services to the Locations and the Police Department Cafeterias within the time limits required from time to time by the Commissioner of General Services. The Contractor acknowledges that sometimes deadlines for installation of the Vending Machines and furnishing the Vending Services or Cafeteria Services are dictated by the requirements of agencies or events outside of the control of the City, that failure by the Contractor to meet these deadlines may result in economic or other losses to the City, and that in those circumstances, time is of the essence.

Section 1203. No Damages For Delay.

The Contractor agrees that it shall make no claims against the City for damages, charges, additional costs or hourly fees for any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

Section 1204. Agreement Extension Option.

At the request of the Commissioner of General Services, the Purchasing Agent may elect to extend the term of this Agreement for three (3) additional periods of one year each ("Three-Year Period"). Such extensions, if any, shall be upon the same terms and conditions as this original Agreement. However, the Contractor shall have the right to reject an extension of the term of this Agreement if the Contractor notifies the Purchasing Agent of its rejection at least ninety (90) days prior to the expiration of the initial term of this Agreement or any extension thereof and states its unwillingness to agree to an extension under the same terms and conditions. Any extension beyond the Three-Year Period shall require the approval of the City Council of the City.

Section 1205. Removal Of Existing Vending Machines.

The City intends to cause the removal of existing vending machines from Locations in such a manner and at such times as will permit the Contractor to install Vending Machines in the Locations in accordance with the Vending Machine Installation Schedule and the Plan to be agreed upon as provided in Sections 405 and 1301 of this Agreement. In no event shall the City's failure to cause such removal result in any liability of the City to the Contractor. Such failure shall not relieve the Contractor of any of its

obligations and responsibilities under this Agreement except that such failure shall postpone the responsibilities of the Contractor to install Vending Machines at Locations where the City has failed to remove existing vending machines. In such event, the Contractor's responsibilities to install Vending Machines at such Locations shall be postponed until the City can cause the removal of such existing vending machines.

Article 13.

Installation Procedures.

Section 1301. Approval Of Specific Locations By The Commissioner Of General Services.

Within thirty (30) days after the Effective Date, the Contractor shall submit to the Commissioner of General Services for his approval a list of the proposed Locations and a schedule setting forth the number of Vending Machines which shall be installed each month ("Vending Machine Installation Schedule"). The Vending Machine Installation Schedule in the form attached hereto as (Sub)Exhibit 2, shall be deemed effective upon approval by the Commissioner of General Services. Any proposed deviation from previously approved plans and the Vending Machine Installation Schedule must also be submitted by the Contractor in a timely manner for approval by the Commissioner of General Services.

Prior to the installation of Vending Machines at a particular Location, the Contractor shall submit to the Commissioner of General Services for his approval a drawing showing the exact proposed position of each Vending Machine at that Location. (Sub)Exhibit 10 to this Agreement may be amended to add additional Potential Locations with the express written approval of the Commissioner of General Services; provided, however, in no event may any location be added to (Sub)Exhibit 10 if the provision of Vending Machines Services at such location would conflict with any prior legal arrangements of the City or would otherwise be legally precluded. In no event may any of the City's airports be added to (Sub)Exhibit 10 as Potential Locations.

Section 1302. Installation Procedures.

No Vending Machines or related facilities may be installed in any of the Potential Locations without prior approval of the Commissioner of General Services and the issuance of the required permits therefor, which permits shall indicate the time, manner and place of installing the Vending

Machines. The Contractor shall submit to the Commissioner of General Services documents which set forth the specifications, standards and procedures for installation of the Vending Machines. Said specifications, standards and procedures shall be consistent with the highest standards of the vending industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of General Services for review and approval prior to commencement of any installation of a Vending Machine and shall be modified as said Commissioner may require in the interest of public safety. If at any time it is determined by the City or other governmental authority, in its sole discretion and judgment, that any Vending Machine or any of the related Vending Services may be harmful to the health or safety of any person, then the Contractor shall, at its sole cost and expense, promptly correct the harmful situation to the satisfaction of the City or such governmental authority. Correction of the harmful condition may include removal of the Vending Machine.

Subject to the provisions of Section 1308 hereof, the Contractor shall pay all direct and indirect costs of installing the Vending Machines.

Section 1303. Use Of Existing Piping And Wiring.

The Contractor shall use existing piping, wiring and other facilities whenever economically and/or technically feasible and shall not construct or install any new, different or additional piping or wiring in the City for the Vending Machines without approval of the City and any other applicable governmental agency. The Contractor shall comply with all applicable safety standards in the installing of the Vending Machines. All piping and wiring associated with the installation of the Vending Machines must be installed "out of sight" and be accomplished in such a manner to conform with City requirements. The Contractor is responsible for inspecting all existing piping and wiring and confirming that it is safe and meets applicable requirements of the City Municipal Code. Any internal piping and wiring shall be installed by the City or its designated agent at the expense of the City.

Section 1304. Duty Of Care.

(a) The Contractor shall at all times exercise all reasonable care to avoid damage to and loss affecting City property, and the property of third parties in connection with the installation and maintenance of the Vending Machines. The City shall cooperate with and furnish the Contractor with any assistance which the Contractor may reasonably require and which is reasonably within the power of the City to furnish to minimize or prevent

any such damage or loss. The Contractor shall obtain the prior consent of the Commissioner of General Services before proceeding with any installation or maintenance work necessitating cutting into or through any part of a structural element of a City building, including but not limited to girders, beams and concrete ceilings. Such consent by the Commissioner shall not be construed as approval by the City as to the methods used in such installation or maintenance work which may affect structural elements.

(b) The Contractor shall take all reasonable safety precautions and shall comply with all applicable provisions of federal, state and local laws, codes and regulations to prevent accidents or injury to persons on, about or adjacent to any of the vending Locations where installation work is being performed. The Contractor shall erect and properly maintain at all times all necessary safeguard barriers, flags and lights for the protection of the Contractor's and any Subcontractors' employees, City employees and the public.

(c) The Contractor shall take all reasonable and appropriate precautions in the performance of the Contractor's installation and maintenance work on, about, under or adjacent to the vending Locations to protect from damage all: (i) overhead and underground utilities and all other property that may be displaced or damaged during the performance of this Agreement; (ii) trees, shrubs, lawns and all landscape work; and (iii) adjacent streets, alleys, drives, paving, walks and curbs. The Contractor shall report to the City any damage on, about, under or adjacent to the vending Locations or other public property or the property of third persons resulting from the Contractor's performance of installation or maintenance work under this Agreement. Substantial or material damage to vending Locations, other City property, or to the property of third parties due, in whole or in substantial part, to the Contractor's performance of installation or maintenance work under this Agreement shall be the responsibility of the Contractor to repair or replace to a reasonably acceptable standard. Any action by the Contractor in connection with the installation of Vending Machines under this Agreement shall not interfere with the customary uses of or any specifically permitted or licensed uses of any public areas.

(d) On a daily basis during any installation or maintenance of a Vending Machine, the Contractor shall clean up and properly dispose of refuse and waste materials in, or under or about the vending Locations or other City property or the property of third parties resulting from the installation or maintenance work by the Contractor. Upon completion of the Contractor's installation or maintenance work, the Contractor shall clean up and properly dispose of all refuse, waste and surplus materials resulting from such installation or maintenance work pursuant to this Agreement. Upon the Contractor's failure to commence performance of the tasks described in this Section within two (2) business days after receiving notification in writing by the City's Program Manager of the Contractor's failure to do so, the City may arrange to have such work performed by City employees or third parties and may charge to the Contractor the actual, direct cost thereof

to the City; provided, however, that any disputes regarding the propriety or amount of such charges shall be subject to the dispute resolution procedures set forth in Section 1502 of this Agreement. The Contractor shall also be responsible for all "housekeeping" chores related to maintenance of the Vending Machines, including enclosures. Such responsibilities shall include maintaining a suitable appearance, general cleaning, removal of common graffiti, and repair of enclosure equipment.

Section 1305. Restoration.

In the event of disturbance of the vending Locations, other City property, or private property by the Contractor or its agents, the Contractor shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair such public and/or private property, so that it is in as good a condition as before the work causing such disturbance was done. In the event that the Contractor fails to perform such rebuilding, replacement or restoration within 2 days after notice of the disturbance, the City or the owner shall have the right to do so at the sole expense of the Contractor.

Section 1306. Other Requirements And Approvals.

Issuance of any required permit by the City as to the installation or maintenance of a Vending Machine pursuant to this Agreement does not waive other applicable requirements of federal or Illinois law or the Code, and the Contractor shall comply with such other requirements.

Section 1307. Cooperation.

(a) The City agrees to provide reasonable cooperation and assistance where necessary in order for the Contractor to perform its obligations under this Agreement.

(b) The City shall use reasonable efforts to: (i) secure the cooperation of City personnel so that the Contractor's maintenance and installation work may be done in a timely and efficient manner; (ii) relocate or remove as appropriate and as reasonably necessary items of movable property such as furniture, wall hangings, drapes, carpets, boxes, supplies, and any other items that may impede or prevent the timely and efficient completion of the installation or maintenance work; (iii) coordinate any necessary arrangements with other City contractors working in the Locations where Vending Machines are to be located which may affect the Contractor's performance under this Agreement; and (iv) perform or assist the Contractor

in performing such other site preparation requirements as the Commissioner of General Services and the Contractor agree are necessary or desirable for the timely and efficient performance of this Agreement.

Section 1308. City To Supply Electricity.

The City, at its expense, shall supply necessary outlets for electricity and water for the Vending Machines. The City shall pay all utility costs and water bills in connection with supplying electricity and water to the Vending Machines. The Contractor shall identify to the City in advance such requirements concerning electricity and water. Nothing in this Section shall relieve the Contractor from its obligations to pay the costs of installing the Vending Machines as set forth in Section 1302 of this Agreement.

Section 1309. Installation Standards.

The Contractor shall install, operate and maintain Vending Machines in accordance with the following standards: (i) applicable requirements of the Code; (ii) applicable written standards of the City's Department of Public Works and the City's Department of Buildings; (iii) the standards set forth in the National Electric Code; (iv) requirements of the R.F.P. and the Proposal; (v) applicable manufacturer's specifications; and (vi) the Contractor's standard operating practices and procedures. To the extent that these standards are inconsistent or in conflict, the Commissioner of General Services and the Contractor shall use reasonable efforts to resolve such inconsistencies or conflicts in accordance with this Agreement. All Vending Machines installed by the Contractor under this Agreement shall also comply with all applicable federal, state and local laws, regulations, decrees, orders and judgments.

Section 1310. Licenses And Permits.

The Contractor shall bear responsibility for and, in a timely manner consistent with its obligations under this Agreement, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for the installation, operation and maintenance of the Vending Machines and the operation of the Police Department Cafeterias.

Section 1311. Schedule Of Installation.

The Contractor shall install the Vending Machines in accordance with the

schedule to be submitted by the Contractor within thirty (30) days after the Effective Date as set forth in Section 1301 of this Agreement.

Section 1312. Conduct Of The Contractor's Personnel.

(a) The Contractor shall direct its installation personnel to comply with written security regulations of the City, as furnished by the City from time to time.

(b) The Contractor shall direct its installation personnel never to smoke inside any of the vending Locations.

(c) The Contractor shall directly, or through a designated Subcontractor (which shall be a Subcontractor subject to Section 1812 of this Agreement), superintend all work to be performed by it under this Agreement.

Section 1313. Access.

The City's Program Manager and the Contractor's Program Manager shall cooperate in arranging reasonable access and the right to use building amenities for the Contractor's personnel at all vending Locations as may be required for the purpose of performing under this Agreement. The City is not obligated to provide access at such time and in such locations as the City may determine shall unduly interfere with the public safety or public business. Any dispute over access shall be resolved pursuant to Section 1502 of this Agreement.

Section 1314. Inspection.

The City reserves the right to inspect all facilities and equipment related to the Vending Machines throughout the duration of this Agreement.

Article 14.

Bond Or Letter Of Credit; Insurance.

Section 1401. Payment And Performance Bond.

On or prior to the Effective Date, the Contractor shall obtain a bond

running to the City, with a good and sufficient corporate surety, approved by the City Comptroller and the City's Corporation Counsel with a minimum amount of One Hundred Fifty Thousand Dollars ($150,000). Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Contractor and shall insure the cost of removal of any or all of the Vending Machines at any time the City determines the need for removal. The City's right to recover under the bond shall be in addition to any other rights it may have pursuant to this Agreement or under law. Any proceeds recovered under the Bond may be used to reimburse the City for loss of payment of amounts to be paid by the Contractor pursuant to this Agreement, including principal and overdue interest, if any, and other valuable consideration given pursuant to this Agreement, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of the Contractor's failure to comply with this Agreement including, but not limited to, attorneys' fees and the cost of any action or proceeding or judgment against the City, the cost of removal of Vending Machines and any auditing costs and fees. For the City to recover from the surety or from the Contractor under this Section for removal of any of the Vending Machines it is not necessary that the City first perform such work. The Commissioner of the Department of Public Works of the City is hereby authorized to determine the cost of performing said removal and the restoration of the applicable City Facilities and his decision as to the amount shall be final and binding.

Section 1402. Letter Of Credit.

In lieu of the bond described in Section 1401 and at the request of the Commissioner of General Services, the Contractor shall provide the City with a letter of credit in the principal amount of One Hundred Fifty Thousand Dollars ($150,000) in the form set forth in (Sub)Exhibit 7. Said letter of credit shall be provided for the length of this Agreement and shall provide for the right of the City to draw thereon if terminated prior to the termination date of this Agreement. Said letter of credit shall be used to ensure the faithful performance by the Contractor of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over the Contractor's acts or defaults under this Agreement and for payment by the Contractor of any Commissions, penalties, liens, claims and taxes due the City which arise by reason of the installation, operation or maintenance of the Vending Machines or the operation of the Police Department Cafeterias. Said letter of credit shall provide that upon notice by the City to the issuer thereof that the Contractor has failed to pay to the City any Commissions due the City within the time fixed in this Agreement; or has failed to repay the City within ten (10) days any damages, expenses or costs which the City is compelled to pay by reason of the Contractor's act or omission to act in connection with this Agreement; or has failed after three

(3) days notice of such failure to comply with any provisions of this Agreement which the Commissioner of General Services has reasonably determined can be remedied by a draw on the letter of credit, the City may immediately draw up to the amount thereof, with interest and penalties, if any, under the letter of credit. Upon such request for payment, the City shall notify the Contractor of the amount and date thereof. If amounts are drawn under the letter of credit, the Contractor shall take such actions as may be necessary to maintain such letter of credit at the full required amount within three (3) days of notification by the City of its drawing against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any rights it may have pursuant to this Agreement or under law.

Section 1403. Qualified Companies.

The bond or the letter of credit called for in this Agreement shall be issued by a company or financial institution authorized to do business in Illinois and satisfactory to the City Comptroller. The bond or the letter of credit shall be in form and substance satisfactory to the Corporation Counsel of the City and if a letter of credit, shall be in the form set forth in (Sub)Exhibit 7.

The bond or letter of credit shall contain a covenant or endorsement of the surety or the issuer of the letter of credit, as the case may be, to provide sixty (60) days written notice by registered mail of such surety's or issuer's intention to terminate, substantially change, or not to renew such bond or letter of credit to both the Corporation Counsel of the City and the Contractor, and the Contractor shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of a replacement bond or letter of credit to the proposed effective date of such termination, substantial change or nonrenewal.

Failure to carry or keep such bond or letter of credit in force throughout the period set forth in Section 1402 shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary, any bond issued in satisfaction of Section 1401 or letter of credit issued in satisfaction of Section 1402 of this Agreement shall provide that termination, nonrenewal or substantial change of such bond or letter of credit shall not become effective until a replacement bond or letter of credit has been approved by the Corporation Counsel of the City and coverage thereunder has begun. Any letter of credit provided to the City in satisfaction of Section 1402 shall provide that, upon notice of termination, nonrenewal or substantial change, the City shall be entitled to draw thereon ten days prior to the effective date of such termination, nonrenewal or substantial change unless a replacement letter of credit has been approved by the City's Corporation Counsel and delivered to the City prior to such draw date. The City also reserves the right to stop any work related to the carrying out of this Agreement until proper evidence of bond or letter of credit is furnished.

Section 1404. Right To Require Replacement Of Bond Or Letter Of Credit.

If the financial condition of any bonding company or letter of credit issuer issuing a performance bond or letter of credit pursuant to Section 1401 or Section 1402 of this Agreement materially and adversely changes, the City may, at any time, require that such bond or letter of credit be replaced with such other bond or letter of credit consistent with the requirements set forth in this Article.

Section 1405. Alteration.

The Contractor shall not materially change or alter the terms or conditions of the bond or letter of credit referred to herein or replace or cancel said bond or letter of credit without prior approval of the Corporation Counsel of the City.

Section 1406. No Excuse From Performance.

None of the provisions contained herein or in the bond or letter of credit required herein shall be construed to excuse the faithful performance by the Contractor of the terms and conditions of this Agreement or limit the liability of the Contractor under this Agreement for any and all damages in excess of the amounts of such performance bond or letter of credit.

Section 1407. Insurance Coverage.

The Contractor shall procure at the Contractor's sole expense and maintain at all times during the term of this Agreement the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Contractor or by Subcontractors.

The kinds and amounts of insurance required are as follows:

(a) Worker's Compensation and Occupational Disease Insurance.

Workers Compensation and Occupational Disease Insurance, in statutory amount, covering all employees of the Contractor and any Subcontractors. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

(b) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operation, independent contractors, broad form property damage and contractual liability coverages are to be included. The City is to be named as an additional insured.

(c) Automobile Liability Insurance.

When any motor vehicles are used in connection with Services to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(d) Property Insurance.

The Contractor shall maintain all risk property insurance for Vending Machines, equipment, fixtures and materials which are furnished by the Contractor pursuant to this Agreement.

The Contractor will furnish the City, Department of Purchases, Contracts and Supplies, City Hall, Room 402, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

The insurance hereinbefore specified shall be carried at all times during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of this Agreement, and the City maintains the right to suspend the Contractor's performance and rights under this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event that coverage is substantially changed, cancelled, or non-renewed.

The Contractor shall require all Subcontractors to carry the insurance required herein, or the Contractor may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this Agreement.

The City maintains the right to modify, delete, alter or change these insurance requirements.

Article 15.

Program Management And Dispute Resolution.

Section 1501. Program Management.

(a) Program Manager. Each of the Parties shall designate in writing a Program Manager (or a designated alternate when the Program Manager is not available) who shall have project management responsibilities for implementation, planning, administration, provisioning and execution of this Agreement, including, but not limited to, installation work.

(b) Program Management Meetings. The Parties shall schedule program management meetings that shall be attended by each Party's Program Manager and such other of its designated representatives as deemed necessary or desirable by a Party. Such program management meetings shall be held on an "as needed" basis at a time and place agreed upon by the Program Managers. The purposes of the program management meetings will be to monitor the progress of, discuss changes to and resolve disputes arising in connection with this Agreement. All program management meetings may be conducted by conference call. Except as otherwise provided herein, each Party shall bear its own expenses in connection with attending such program management meetings. The Parties agree to provide, whenever reasonably necessary, additional personnel to such program management meetings whose expertise or responsibility are pertinent to the agenda of the meeting.

Section 1502. Dispute Resolution.

(a) The Parties may refer disputes under this Agreement to the Program Managers for resolution. In the event that the Program Managers have not resolved any dispute within twenty (20) days after consideration, either of the Parties may, at any time and by prior written notice to the other Party, request that such dispute be submitted in writing to the Purchasing Agent for a resolution. The Purchasing Agent shall render a written decision, including a detailed explanation thereof, regarding any such dispute within thirty (30) days of submission of a documented request for resolution of the dispute to the Purchasing Agent. Such decision shall be binding on the Parties but shall be subject to the further rights described in Subsection (b) of this Section.

(b) Upon the failure of the Parties to resolve any dispute through the procedures set forth in Subsection (a) of this Section or if a Party shall dispute the decision of the Purchasing Agent as described in this Subsection (b), a Party may seek an appropriate remedy at law or in equity. The Contractor shall continue to perform the Services required under this Agreement in accordance with the Purchasing Agent's decision during any period of dispute resolution, including judicial; provided, however, that the City may agree in writing to suspend performance as to any Services which would be directly affected by the dispute until such dispute is resolved.

Article 16.

Commissions And Payment Terms.

Section 1601. Commissions.

In exchange for the privilege of installing, maintaining, operating, and serving the Vending Machines as specified in this Agreement, the Contractor will pay the City Commissions equal to twenty-four and one-tenth percent (24.1%) of Gross Revenues. The Commissions shall be paid to the City at such times and in accordance with such terms as set forth in Section 402(h) of this Agreement. All Commissions shall be presented to the office of the City Comptroller and deposited by the City Comptroller in the City's general fund. Payments made to any office or officer of the City other than the City Comptroller's office shall not be counted toward the amounts payable by the Contractor under this Agreement.

Section 1602. Cafeteria Fees.

The Contractor shall not pay any fees to the City for the right to operate and manage the Police Department Cafeterias. The Contractor shall operate the Police Department Cafeterias on a profit and loss basis and will retain any profits generated and absorb any loss incurred in such operations. Under no circumstances shall the City pay to the Contractor any money, as a subsidy payment or otherwise, in connection with the operation of the Police Department Cafeterias. Under no circumstances shall the City have any liability or obligation to the Contractor in connection with the operations referred to in this Section.

Section 1603. Material Underpayment Or Nonpayment.

In the event that the independent audit provided for in Section 402(f) of this Agreement determines that, or it is otherwise determined that, the Contractor made underpayments in any month which exceeded five percent (5%) of the amount due in said month, or in the event that the Contractor fails to make any payments on the date due, the Contractor shall pay, in addition to the amount due the City, interest thereon compounded daily at the rate of one hundred and fifty percent (150%) of the corporate base rate as computed daily by the First National Bank of Chicago. Interest on the entire sum originally due shall accrue from the date on which the original payment should have been made.

Section 1604. Other Fees.

In addition to and unrelated to the payments of the Commissions, the Contractor shall pay all fees of general application necessary to obtain federal, state, local and City licenses, permits and authorizations required for installation, maintenance or operation of the Vending Machines and operation of the Police Department Cafeterias, including but not limited to inspection fees required in connection with obtaining electrical wiring permits, and water pipe installation permits from the City's Department of Buildings and any food related permits required from the Department of Health.

(c) The payment by the Contractor to the City of Commissions pursuant to this Agreement shall be in addition to and exclusive of all license fees, utility fees or taxes, franchise fees or taxes which the Contractor may now or in the future be obligated to pay to the City.

Section 1605. Collections.

The Contractor is responsible for all collections of Gross Revenues and all security as to the Vending Machines and the collection process. Collections of Gross Revenues from Vending Machines should be accomplished in a prompt and timely manner and should not interfere with the Vending Machines use and access.

Article 17.

Events Of Default, Remedies, Termination And Suspension.

Section 1701. Event Of Default Defined.

The following shall constitute events of default under this Agreement:

(a) Any material misrepresentation made by the Contractor to the City in connection with this Agreement or the Contract Documents;

(b) The Contractor's material failure to perform any of its obligations under this Agreement, including, but not limited to, the following:

(1) Failure to install the Vending Machines or to perform the Services with sufficient personnel and equipment to ensure the performance of the Services and the timely installation of the Vending Machines pursuant to the schedule agreed upon under this Agreement due to a reason or circumstances within the Contractor's reasonable control;

(2) Failure to perform the Services in a manner satisfactory to the City or inability to perform the Services satisfactorily as a result of insolvency, filing of bankruptcy, or assignment for the benefit of creditors;

(3) Discontinuance of the Services for reasons not beyond the Contractor's reasonable control;

(4) Failure to pay Commissions in a timely fashion as required by Section 402(h) of this Agreement or to file

the Reports required by Sections 402(e) and 1605 of this Agreement in a timely fashion;

(5) Failure to promptly re-perform within a reasonable time after rejection Services that are rejected by the City as unsatisfactory;

(6) Failure to comply with any other material term of this Agreement, including, but not limited to, the provisions concerning insurance, payment and performance bond or letter of credit and nondiscrimination;

(7) Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and

(8) Any change in ownership or control of the Contractor without the prior written approval of the Purchasing Agent, which shall not be unreasonably withheld.

Section 1702. Remedies.

The occurrence of any event of default which the Contractor has failed to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or which, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, the Contractor has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure, may, at the sole option of the City, permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Purchasing Agent and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes Resolution provisions of this Agreement. Written notification of the default, and any intention of the Purchasing Agent to terminate this Agreement, shall be provided to the Contractor, and such decision shall be final and effective upon the Contractor's receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, the City may invoke any or all of the following remedies:

(a) The right to cancel this Agreement as to any or all of the Services yet to be performed;

(b) The right of specific performance, an injunction or any other appropriate equitable remedy;

(c) The right to money damages including special and consequential; and

(d) The right to deem the Contractor non-responsive in future contracts to be awarded by the City.

Upon the occurrence of an event of default hereunder, the City may elect not to declare a default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event 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.

Section 1703. Termination For Convenience.

In addition to termination pursuant to Section 1702 hereof, the City's Program Manager may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to the Contractor. If the City elects to terminate this Agreement in full, all Services to be provided hereunder shall cease effective ten (10) days after the notice is deemed to have been given in accordance with Section 1910 of this Agreement if no date is given or upon the effective date stated in the notice. Payment to the City of Commissions accrued before the effective date of the termination shall be paid on the same basis as set forth in Sections 402(h) and 1601 hereof. The amount of Commissions so accrued shall be mutually agreed upon by the City and the Contractor and, if not agreed to, the dispute shall be settled in accordance with Section 1502 of this Agreement.

Section 1704. Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. The Contractor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the

Purchasing Agent and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent and the Contractor when necessary for continuation or completion of Services. No suspension of this Agreement shall in the aggregate exceed a period of 45 days within any one contract year. If the total number of days of suspension exceeds 45 days in any contract year, the Contractor by written notice may treat such suspension as a termination of this Agreement for convenience.

Article 18.

Special Conditions.

Section 1801. Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

(a) That it is financially solvent; that it and each of its employees, agents, Subcontractors of any tier are competent to perform the Services to be performed by it or them under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

(b) That no officer, agent or employee of the City is employed by the Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Code (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any Subcontractors to the Contractor or higher tier Subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and the Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Code shall be voidable as to the City; and

(c) That the Contractor shall not knowingly use the services of any ineligible contractor or consultant for any purpose in its performance under this Agreement; and

(d) That the Contractor and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within five years immediately preceding the date of this

Agreement, been found to be in default under any contract awarded by the City; and

(e) That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of its obligations hereunder; that, from its own analysis, it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate; that it was permitted access to any person or information in connection with its preparation of the Proposal; and

(f) That this Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and shall perform, or cause to be performed, such obligations in strict accordance with the provisions and requirements of this Agreement; and

(g) That, except only for those representations, statements, or promises expressly contained in this Agreement, including any (Sub)Exhibits and Attachments attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement or has been relied upon by the Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed in connection herewith; and

(h) That the Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that the Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this

Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission; and

(i) That the Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of the Code. Section 2-92-320 of the Code states, in pertinent part, that, except as provided for therein, no person or business entity shall be awarded a contract or subcontract if that person or business entity or an affiliated entity thereof (as defined in Chapter 2-92 of the Code): (i) had been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois, or any other public entity, in that officer or employee's official capacity; or (ii) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt to such conduct described in clause (i) or (ii) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under Section 2-92-320 of the Code shall continue for three years following such conviction or admission. For purposes of Section 2-92-320 of the Code, when an official, Agent or employee of a business entity has committed any offense under such section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. In connection herewith the Contractor has executed a Certification as required under the Illinois Criminal Code, Ill. Rev. Stat. Ch. 38, Par. 33E-11 (1989) as amended, and under the Illinois Municipal Code, Ill. Rev. Stat. Ch. 24, Par. 11-42.1-1 (1989) (1990 Supp.) which is attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth here. Prior to entering into any contractual relationship with any third party in order to perform under this Agreement, the Contractor shall conduct a diligent investigation in order to determine compliance with this Section. If after the Contractor enters into such a contractual relationship it is determined that such contractual relationship is in violation of this subsection, the Contractor shall immediately cease to use such third party in performing under this Agreement. In all cases in which the Contractor enters into a contractual relationship with such third parties, the terms of such contract shall provide that the Contractor shall be entitled to recover all payments made by the Contractor to such third party if prior to or subsequent to the beginning of such contractual relationship the use of such third party in order to perform under this Agreement would be violative of this subsection; and

(j) That the Contractor acknowledges that the City, in its selection of the Contractor to perform hereunder, materially relied upon the Proposal and the Contractor's oral presentation; that the aforesaid information was accurate at the time it was made; that except as affected by this Agreement, no material changes in it have been or will be made without the express consent of the City; and that the City relied among other things during negotiations for this Agreement on the

Contractor's statements and representations that the Contractor holds itself to very high standards of quality and professionalism as a provider of cafeteria and vending machine services; and

(k) That it shall be the duty of the Contractor and all Subcontractors and all officers, directors, agents, partners, and employees of the Contractor and all Subcontractors to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Code. The Contractor shall inform all its Subcontractors of this provision and require understanding and compliance herewith.

Section 1802. Business Documents And Disclosure Of Ownership Interests.

The Contractor shall provide copies of its latest articles of incorporation, bylaws and resolutions, and evidence of its authority to do business in the State of Illinois including, without limitation, registrations of assumed names and certifications of good standing with the Office of the Secretary of the State of Illinois. The Contractor shall provide the City with a Disclosure of Ownership Interests Affidavit, a completed copy of which is attached hereto and incorporated by reference herein as (Sub)Exhibit 4. The Contractor shall further cause its Subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the City.

Section 1803. Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expense of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

Section 1804. Incorporation.

This Agreement and the Exhibits and Attachments attached to this Agreement are incorporated into this Agreement by this reference and are collectively referred to as the "Contract Documents" and constitute the entire and exclusive agreement between the Parties with respect to the subject matter of the Contract Documents and supersede all prior communications and negotiations, whether written or oral.

Section 1805. Independent Contractor Status.

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties, and the rights, and the obligations of the Parties shall be only those expressly set forth in this Agreement. The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Section 1806. Conflict Of Interest.

This Agreement is subject to, and the Contractor shall comply with, all requirements of, and avoid engaging in any acts or conduct which would result in or entice any third party to commit a violation of Chapter 2-156 of the Code.

No member of the governing body of the City or other unit of its government and no other official, officer, employee or agent of the City or other unit of its government shall have any personal, financial, or economic interest, in this Agreement, or economic interest, direct or indirect, in this Agreement, or any subcontract resulting herefrom.

Section 1807. Anti-Apartheid Covenant.

The Contractor has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached to this Agreement as (Sub)Exhibit 6 and incorporated into this Agreement by reference. The Contractor understands and acknowledges that the City may declare a default and terminate all existing contracts with the Contractor and may terminate this Agreement if the Contractor violates any provision of Chapter 3-68 of the Code (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit; (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (A) South Africa, (B) a South African business, or (C) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

Further, the Contractor understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Code shall be subject to a fine of not less than $500 and not more than $1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law. The Contractor shall include this provision in all contracts with Subcontractors.

Section 1808. Nondiscrimination.

The Contractor, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, age, sex, sexual orientation, mental or physical disability unrelated to ability to perform, creed, citizenship, national origin, ancestry, marital status, parental status, military discharge status and source of income, nor otherwise commit an unfair employment practice. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, age, sex, sexual orientation, mental or physical disability unrelated to ability to perform, creed, citizenship, national origin, ancestry, marital status, parental status, military discharge status, or source of employment, during employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 5 U.S.C. App. 1 (1981); to the Civil Rights Act of 1964, 42 U.S.C. 2000 et seq. (1988), as amended; to the Americans with Disabilities Act of 1990; to the Chicago Human Rights Ordinance (Municipal Code of Chicago, Ch. 2-160), as amended; and the provisions of 41 C.F.R. Chapter 60 (1988).

To demonstrate compliance, the Contractor shall furnish and shall cause each of its Subcontractor(s) to furnish such reports and information as is requested by the Chicago Commission on Human Rights.

In addition, the Contractor shall comply with the provisions of the Illinois Human Rights Act, Ill. Rev. Stat. Ch. 68, Par. 1-101, et seq. (1989), as amended, and the rules, regulations and orders of the Department of Human Rights and orders of the Illinois Human Rights Commission. In the event that the Contractor fails to comply, it may be declared ineligible for future contracts with the State of Illinois and the City, and this Agreement may be cancelled, or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked by statute, regulation or order.

Section 1809. Minority- And Women-Owned Business Enterprises.

The Contractor shall not discriminate on the basis of race, color, national origin, sex, creed, religion, age, sexual orientation, ancestry, citizenship, handicap, disability, marital status, parental status, or military discharge status in employment, the selection and retention of Subcontractors, if any, or in the procurement or leasing of materials or equipment. The Contractor shall include the provisions of this section in every subcontract, if any, relating to this Agreement including procurement or leasing of material or equipment. In addition, the Contractor agrees that, in the performance of this Agreement, in every year that this Agreement remains in effect, including any optional extension period pursuant to Section 1204 hereof, it shall abide by the "Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment" ("M.B.E./W.B.E. Special Conditions") in effect for the first year of this Agreement. Every year that this Agreement is in effect, thirty (30) days prior to the anniversary of the Effective Date, Contractor shall submit to the City revised and updated Schedules C-1 and D-1 evidencing compliance with the M.B.E./W.B.E. Special Conditions in the one year period immediately following the anniversary. For the purpose of (Sub)Exhibit 3, the word, "Contractor" shall be deemed to have the same meaning as the word "Contractor" in this Agreement. The Contractor shall submit its schedules for Subcontractors, if any, promptly upon completion. The Contractor's completed schedules evidencing its compliance hereunder shall be and become a part of this Agreement, in (Sub)Exhibit 3, upon acceptance by the Purchasing Agent. Notwithstanding such acceptance, the Contractor shall utilize minority and women's business enterprises at the greater of (1) 25% and 5% of the Total Contract Price as defined in the M.B.E./W.B.E. Special Conditions or (2) those amounts listed in Schedules C-1 and D-1 as approved by the Purchasing Agent.

Section 1810. Indemnification.

The Contractor agrees to defend, indemnify, keep and hold harmless the City, its officers, officials, agents and employees, from and against any and

all liabilities, losses, deaths, damages, costs, payments and expenses of every kind and nature (including court costs and reasonable attorneys' fees and disbursements) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, which in any way arise out of or in any way relate to the Contractor's performance or non-performance of this Agreement or enforcement hereof, including but not limited to, the enforcement of this indemnification provision upon notice from the Contractor of any claim or liability which the Contractor believes to be covered under this provision. The Contractor shall defend all suits brought upon all such claims and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this Agreement. The indemnities contained in this Section shall survive expiration or termination of this Agreement. The Contractor expressly understands and agrees that the requirements set forth in this Section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's responsibility to obtain insurance pursuant to Section 1407 of this Agreement or to provide a bond or letter of credit pursuant to Sections 1401 or 1402 of this Agreement.

Section 1811. Subcontracts And Assignments.

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

All subcontracts and all approvals of Subcontractors and any assignment to which the Commissioner of General Services and the Purchasing Agent consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement; and if any Subcontractor or assignee shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commissioner of General Services, the City shall have the absolute right upon written notification to rescind approval forthwith and to require the performance of this Agreement by the Contractor itself or by any other City-approved Subcontractor or assignee. Any approval for the use of Subcontractors or assignees in the performance of the Services under this Agreement shall under no circumstances operate to relieve the Contractor of any of its obligations or liabilities hereunder.

The Contractor, upon entering into any agreement with a Subcontractor, shall furnish the Purchasing Agent with five copies thereof. All subcontracts shall contain provisions that require the services to be performed in strict accordance with the requirements of this Agreement and shall provide that the Subcontractors are subject to all the terms of this Agreement, and are subject to the approval of the Commissioner of General Services and the Purchasing Agent. Provided that such agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services to be provided under this Agreement.

Section 1812. Anti-Scofflaw. Contractor Acknowledges And Agrees:

(i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under the Agreement or permitted at law or in equity, the City shall be entitled to set off a portion of the contract price or compensation due under the Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Contractor to the City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation complaint in which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of subsection (i), above, no such debt(s) or outstanding violation complaint(s) shall be set off from the contract price or compensation due under the contract if one or more of the following conditions are met: (1) the Contractor has entered into an agreement with the Department of Revenue, or the other appropriate City department, for payment of all outstanding parking complaints and/or debts owed to the City and Contractor is in compliance with the agreement; or (2) the Contractor is contesting the liability for or the amount of the debt in pending administrative or judicial proceedings; or (3) the Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

Article 19.

General Conditions.

Section 1901. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, legal representatives and transferees of the City and the Contractor.

Section 1902. Counterparts.

This Agreement is comprised of three identical counterparts, each to be fully executed by the Parties and each to be deemed an original having identical legal effect.

Section 1903. Amendments.

No changes, amendments or modifications of this Agreement, or any part hereof including, without limitation, the (Sub)Exhibits to this Agreement, shall be valid unless specifically authorized by this Agreement or unless otherwise authorized by the City Council of the City.

Whenever in this Agreement, the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

Section 1904. Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to make such insertion; however, in

no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement. The Contractor will comply with all federal, State and local laws and regulations governing the preparation, handling and serving of foods and will procure and keep in effect all of the necessary licenses, permits and food handler's cards required by law in connection with the performance of the Services.

Section 1905. Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general Agent of the Contractor. If any action is brought by the Contractor against the City concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 1906. Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not effect the remaining portions of this Agreement or any part hereof.

Section 1907. Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other gender.

Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 1908. Cooperation.

The Contractor agrees at all times to cooperate fully with the City. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the Commissioner of General Services in connection with the termination or expiration.

Section 1909. Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives performance by the Contractor in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Section 1910. Notices.

Except for requests for special meetings, bills, invoices, requests for maintenance (which may be made verbally), any notices, invoices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given by a Party if personally delivered to the Project Manager of the other Party or sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the other Party's Project Manager. A notice sent by registered or certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices or communications intended for the Contractor shall be addressed to:

Ace Coffee Bar, Inc.
Route 1, Box 124
Elgin, Illinois 60120-9526

Attention: _____

All notices or communications intended for the City shall be addressed to:

Commissioner
Department of General Services
City of Chicago
510 North Peshtigo Court
Floor 6-A
Chicago, Illinois 60611

Attention: Vending Machines and Cafeteria
Services Program Manager

With A Copy To:

Purchasing Agent
Department of Purchases, Contracts
and Supplies
City of Chicago
City Hall, Room 400
121 North LaSalle Street
Chicago, Illinois 60602

With A Copy To (for notices of dispute resolution, breach or legal actions):

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

Either Party may change its address or the individual to whom such notices are to be given by a notice given to the other Party in the manner set forth above.

Section 1911. Parties.

Except where the context would require a different meaning, all references to the Contractor or the City include each of its and their officials, officers, directors, employees, shareholders, agents, successors, beneficiaries, permitted assigns, legal representatives, Subcontractors, suppliers and materialmen; provided, however, that, in the case of the Contractor, all obligations and liabilities arising under this Agreement shall not be individual or personal, but shall be borne by the Contractor solely and only to the extent of its corporate capacity, and in the case of the City, shall be borne by it solely and to the extent permissible under state and local law as a municipal corporation and a home rule unit of local government.

No member, individually or collectively, of the City Council or agent or employee of the City and no officer or director of the Contractor incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the City and officers and directors of the Contractor, unless otherwise required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to this Agreement, do however, by execution hereof, warrant their authority to sign this Agreement.

Section 1912. Attachments And Exhibits.

The Attachments set forth immediately following this Agreement and the (Sub)Exhibits attached hereto are hereby incorporated into and shall form an integral part of this Agreement as though written out in full in this Agreement.

Section 1913. Benefit.

This Agreement shall inure to the benefit of, and be binding upon, the Parties. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the Parties any right, remedy, obligation or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the Parties in writing. No benefits, payments or considerations received by the Contractor for the performance of services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or by any other person or persons identified as agents of or who are by definition an employee of the City.

Section 1914. Waiver.

(a) Failure or delay on the part of the City to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing, and must be signed by a duly authorized representative of the City. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

(b) No approval to be given by the City pursuant to this Agreement shall operate to relieve the Contractor from any of its responsibilities or obligations under this Agreement or be deemed an approval of any deviation or failure of performance from the requirements of the Contract Documents, unless such deviation or failure of performance is excused pursuant to this Agreement.

Section 1915. Survival.

Notwithstanding any termination or expiration of this Agreement, the provisions of this Agreement related to indemnification and compensation shall survive any termination hereof.

Article 20.

Disclaimer By City.

Notwithstanding anything in this Agreement to the contrary, City expressly disclaims any and all liability for damage of any kind to the Vending Machines. Responsibility for repairing and/or replacing any damaged or broken Vending Machine, and all liability for damage to the Vending Machines shall be the responsibility of Contractor. City's total disclaimer applies whether the damage to the Vending Machines occurs while the Vending Machines are in one of the Locations, are in the process of being transported to or from one of the Locations, or are in the process of being installed or removed from one of the Locations.

In Witness Whereof, The City and the Contractor have executed this Agreement as of the Effective Date, at Chicago, Illinois.

City of Chicago

Attest:

By: _____
Mayor

(Seal) _____
City Clerk

_____
City Comptroller

_____
Purchasing Agent

Recommended by: _____
Commissioner of General Services

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Ace Coffee Bar, Inc.

By: _____
Its: _____

Subscribed and Sworn to
before me this _____day
of _____, 19____.

_____
Notary Public

My Commission Expires _____

(Sub)Exhibits 1 through 10 attached to this Cafeteria and Citywide Vending Machine Services Agreement read as follows:

(Sub)Exhibit 1.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Cafeteria Services Required Of Contractor.

_____

_____

_____

(Sub)Exhibit 2.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Vending Machine Installation Schedule.

Department of Aging And Disability.

Location		Scheduled Installation
1.	Southeast Branch 1767 East 79th Street	Date: Day of Week: Time:
2.	Southwest Branch 6117 South Kedzie Avenue	Date: Day of Week: Time:
3.	Central West Branch 2102 West Ogden Avenue	Date: Day of Week: Time:
4.	Copernicus Center 3160 North Milwaukee Avenue	Date: Day of Week: Time:
5.	Northeast Branch 2019 West Lawrence Avenue	Date: Day of Week: Time:

Department Of Human Services.

Location		Scheduled Installation
6.	Fletcher Parent Child Center 3140 West Ogden Avenue	Date: Day of Week: Time:
7.	Garfield Community Center 10 South Kedzie Avenue	Date: Day of Week: Time:
8.	Cabrini Green 1161 North Larrabee Street	Date: Day of Week: Time:
9.	Hill Street Office 213 West Hill Street	Date: Day of Week: Time:
10.	Gautreau P.C.S. 9375 East 132nd Street	Date: Day of Week: Time:
11.	Brooks P.C.S. 6921 South Stony Island Avenue	Date: Day of Week: Time:

(Sub)Exhibit 3.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Special Conditions Regarding Minority Business Enterprise Commitment And Women Business Enterprise Commitment (Including Schedules C-1 And D-1).

I. Policy And Terms.

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) in accordance with Section 26-101-116 of the Municipal Code of the City of Chicago and Regulations Governing Certification of Minority- and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of this agreement.

B. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by M.B.E.s and W.B.E.s:

Year Advertised	M.B.E. Percentage	W.B.E. Percentage
1990	25%	5%
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	16.9%	4.5%

C. This commitment may be met by the contractor's status as a M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s as prime contractor (to the extent of the M.B.E. or W.B.E. participation in such joint venture), or by subcontracting a portion of the work to one or more M.B.E.s

or W.B.E.s, or by the purchase of materials used in the performance of the contract from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of the contractor's business (but no dollar of such indirect M.B.E. or W.B.E. participation shall be credited more than once against a contractor's M.B.E. or W.B.E. commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

D. As noted above, the contractor may meet all or part of this commitment by contracting with M.B.E.s or W.B.E.s for the provision of goods or services not directly related to the performance of this contract. However, the contractor shall, in determining the manner of M.B.E./W.B.E. participation, first consider involvement of M.B.E.s/W.B.E.s as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Purchasing Agent will require the contractor to demonstrate the specific efforts undertaken by it to involve M.B.E.s and W.B.E.s directly in the performance of this contract.

E. The contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of the City of Chicago for the voluntary use of M.B.E.'s or W.B.E.'s in private sector projects.

II. Definitions.

A. "Minority Business Enterprise" or "M.B.E." means a firm awarded certification as a minority-owned and controlled business in accordance with City ordinances and regulations.

B. "Women Business Enterprise" or "W.B.E." means a firm awarded certification as a women-owned and controlled business in accordance with City ordinances and regulations.

C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as M.B.E.s and W.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed M.B.E. and W.B.E. firms.

D. "Area of Specialty" means the description of a M.B.E. or W.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the M.B.E. or W.B.E. firm's claimed specialty or expertise. Each M.B.E./W.B.E. letter of certification contains a description of their Area of

Specialty. This information is also contained in the Directory. Credit toward this contract's M.B.E. and W.B.E. participation goals shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The City does not make any representation concerning the ability of any M.B.E./W.B.E. to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of M.B.E.s/W.B.E.s to satisfactorily perform the work proposed.

E. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by M.B.E.s and W.B.E.s in contract work. A joint venture seeking to be credited for M.B.E./W.B.E. participation may be formed among M.B.E./W.B.E. firms or between M.B.E./W.B.E. firm(s) and non-M.B.E./W.B.E. firm(s), as long as an M.B.E. or W.B.E. is a partner of the joint venture prime.

A joint venture is eligible for M.B.E./W.B.E. credit if the M.B.E./W.B.E. partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the M.B.E./W.B.E. ownership percentage.

F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 26-108 of the Municipal Code of the City of Chicago.

III. Counting M.B.E./W.B.E. Participation Toward The Contract Goals.

A. The inclusion of any M.B.E. or W.B.E. in the contractor's M.B.E./W.B.E. Utilization Plan shall not conclusively establish the contractor's right to full M.B.E./W.B.E. credit for that firm's participation in the contract.

B. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the contractor where any M.B.E. or W.B.E. is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its M.B.E. and W.B.E. goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of M.B.E./W.B.E. participation credit shall be based upon an analysis by the Purchasing Agent of the specific duties that will be

performed by the M.B.E. or W.B.E. Each M.B.E./W.B.E. shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment. Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the M.B.E. /W.B.E.

C. The participation of M.B.E.s and W.B.E.s who have been certified as "brokers" shall be credited at a rate equal to no more than twenty percent (20%) of the actual dollar value of the goods and/or services "brokered" by the M.B.E. or W.B.E. for contracts advertised in 1990, ten percent (10%) for contracts advertised in 1991, five percent (5%) for contracts advertised in 1992, and zero thereafter. The Purchasing Agent reserves the right to grant credit for the participation of M.B.E. and W.B.E. brokers at lesser rates where, based upon an analysis of the specific functions and duties of the M.B.E. or W.B.E. "broker", and other relevant factors (including common industry practices), it is determined that the value of the services provided by the M.B.E. or W.B.E. "broker" are either unsubstantiated or are clearly worth less than the applicable percentage of the value of the proposed (sub)contract. In order to facilitate this analysis by the Purchasing Agent, M.B.E./W.B.E."brokers" shall provide, upon request, relevant information concerning their proposed participation. The Purchasing Agent further reserves the right to deny credit to M.B.E./W.B.E. brokers where the M.B.E./W.B.E. participation, as proposed, will bring little or no value to the proposed transaction as a result of pass-through activities with other firms.

D. Credit for the participation of M.B.E.s/W.B.E.s as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the M.B.E./W.B.E. as specified by the joint venture's executed joint venture agreement. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the contractor where any M.B.E./W.B.E. joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

IV. Grant Of Relief For Bidders: Waiver Of M.B.E./W.B.E. Goals.

A. If a bidder or proposer finds it impossible to commit to meet the M.B.E. and/or W.B.E. percentages, the bid or proposal must include a signed petition for grant of relief from this Special Condition on bidder's or proposer's letterhead, accompanied by documentation showing that all reasonable good faith efforts were made toward fulfilling the goal. Failure to request a waiver shall be grounds for disqualification of a bidder/proposer as non-responsive. A bidder/proposer which does not receive a waiver it

requested and does not otherwise satisfy the M.B.E./W.B.E. requirements shall be subject to disqualification for being non-responsive.

B. The bidder/proposer requesting a waiver of variance from the M.B.E./W.B.E. percentages should generally demonstrate the following in its petition:

(1) Evidence of direct negotiations with fifty percent (50%) or more of the appropriate M.B.E.s/W.B.E.s including, at a minimum (i) the names, addresses and telephone numbers of M.B.E./W.B.E. contracts; (ii) a description of the information provided to the M.B.E.s/W.B.E.s regarding potential work to be performed; and (iii) a statement indicating why negotiations failed to result in any agreement;

(2) A detailed statement of the notice sent to appropriate associations of M.B.E.s/W.B.E.s of its need for subcontractors;

(3) A detailed statement of the efforts made to identify and select portions of direct contract work to be performed by M.B.E.s/W.B.E.s;

(4) A detailed statement of the efforts made to identify opportunities for M.B.E.s/W.B.E.s to perform work for the bidder/proposer where such M.BE./W.B.E contracting would not directly relate to the performance of this contract;

(5) Evidence of the bidder/proposer's general affirmative policies regarding the utilization of M.B.E.s/W.B.E.s, including an exposition of methods used to carry out these policies; and

(6) Evidence of the bidder/proposer's past performance with regard to the participation of M.B.E.s and W.B.E.s in the City of Chicago contracts and in proportion with the bidder/proposer's overall expenditures for goods and services.

C. If the bidder/proposer does not meet the M.B.E. and/or W.B.E. goals, price alone shall not be an acceptable basis for which the bidder/proposer may reject the M.B.E./W.B.E. subbid/subproposal unless the bidder/proposer can show to the satisfaction of the City that no reasonable prices can be obtained from a M.B.E./W.B.E. A determination of reasonable prices is based on such factors as the City's estimate for the work under a specific subcontract, the bidder's/proposer's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A M.B.E./W.B.E. bid/proposal for a subcontract will be presumed to be unreasonable if the M.B.E.s/W.B.E.s prices exceed the average prices quoted by more than 15 percent (15%).

V. Procedure To Determine Bid Compliance.

The following Schedules and described documents constitute the bidder's M.B.E./W.B.E. proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter Of Intent From M.B.E./W.B.E. To Perform As Subcontractor, Supplier And/Or Consultant.

(1) A Schedule C-1, executed by the M.B.E./W.B.E. (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each M.B.E./W.B.E. included on their Schedule D-1 and must accurately detail the work to be performed by the M.B.E./W.B.E. and the agreed rates and prices to be paid.

(2) If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must be in triplicate with original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the of bid/proposal.

B. Letters Of Certification.

(1) A copy of each proposed M.B.E./W.B.E. firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

(2) All Letters of Certification issued by the City of Chicago include a statement of the M.B.E./W.B.E. firm's Area of Specialty. The M.B.E/W.B.E. firm's scope of work, as detailed by their Schedule C-1 must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

(1) If the bidder's/proposer's M.B.E./W.B.E. proposal includes the participation of M.B.E./W.B.E. as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B.

(2) In order to demonstrate the M.B.E./W.B.E. partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the M.B.E./W.B.E.; and (3) the commitment of management, supervisory and operative personnel employed by the M.B.E./W.B.E. to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Schedule D-1: Affidavit Of Prime Contractor Regarding D.B.E./M.B.E./W.B.E.

(1) Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed M.B.E./W.B.E. firm.

(2) Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the M.B.E./W.B.E. commitment in accordance with Section IV herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each M.B.E./W.B.E. firm included on their Schedule D-1. The total dollar commitment to proposed M.B.E.s must at least equal the M.B.E. goal, and the total dollar commitment to proposed W.B.E.s must at least equal the W.B.E. goal. Bidders are responsible for calculating the dollar equivalent of the M.B.E. and W.B.E. goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

(3) All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section V. A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized in triplicate to conform with the Schedules C-1 and D-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any M.B.E. or W.B.E. in order to achieve conformity between the Schedules C-1 and D-1.

VI. Reporting Requirements During The Term Of The Contract.

A. The contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the M.B.E.s and W.B.E.s included in their approved M.B.E./W.B.E. Utilization

Plan. These written agreements shall be made available to the Purchasing Agent upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, a "M.B.E./W.B.E. Utilization Report", indicating final M.B.E. and W.B.E. payments shall be submitted directly to the Department of Purchases, Contracts and Supplies so as to assure receipt either at the same time, or before the using Department receives contractor's final invoice. (Notice: Do not submit invoices with "M.B.E./W.B.E. Utilization Reports".)

C. During the term of all other contracts, the contractor shall submit regular "M.B.E./W.B.E. Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Purchasing Agent, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Purchasing Agent, the contractor's first "M.B.E./W.B.E. Utilization Report" will be due ninety (90) days after the date of contract award and reports will be due quarterly thereafter.

D. "M.B.E./W.B.E. Utilization Reports" are to be submitted directly to: Department of Purchases, Contracts and Supplies, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 North LaSalle Street, Chicago, Illinois 60602.

E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E./W.B.E. performing any portion of the contract. Such rights are in addition to any other inspection rights contained in the contract.

VII. M.B.E./W.B.E. Substitutions.

A. Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new M.B.E. or W.B.E. in order to actually fulfill the M.B.E./W.B.E. requirements.

B. The contractor must notify the Purchasing Agent immediately in writing of the necessity to reduce or terminate a M.B.E./W.B.E. subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute M.B.E./W.B.E. and the dollar value and scope of work of the subcontract. Attached should be all the requisite M.B.E./W.B.E. affidavits

and documents, as enumerated above in Section V, "Procedure to Determine Bid Compliance".

C. The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with M.B.E./W.B.E. contract requirements.

D. After award of contract, no relief of the M.B.E./W.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the M.B.E./W.B.E. requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit M.B.E./W.B.E. bids, seek assistance from technical assistance agencies, et cetera, as outlined above in the section entitled "Grant of Relief for Bidders: Waiver of M.B.E./W.B.E. Goals".

VIII. Non-Compliance And Damages.

A. The following constitute a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) failure to satisfy the M.B.E./W.B.E. percentages required by the contract; and

(2) the contractor or subcontractor is disqualified as a M.B.E. or W.B.E., if such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified M.B.E. or W.B.E. as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

B. In the event the contractor has not complied with the contractual M.B.E./W.B.E. percentages, underutilization of M.B.E.s or W.B.E.s shall entitle the affected M.B.E.s and/or W.B.E.s to recover from the contractor damages suffered by these M.B.E.s and/or W.B.E.s as a result of such underutilization. Therefore, the contractor hereby agrees that any disputes

between the contractor and such affected M.B.E.s and W.B.E.s regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing M.B.E./W.B.E. in accordance with applicable City regulations. This provision is intended for the benefit of any M.B.E. or W.B.E. affected by underutilization and grants them specific third party beneficiary rights.

Schedule C-1 and Schedule D-1 attached to this (Sub)Exhibit 3 read as follows:

Schedule C-1.

Letters Of Intent From M.B.E.s/W.B.E.s To Perform As Subcontractors, Suppliers And/Or Consultants.

Name Of Project Contract: Cafeteria And CitywideVending Machine Services Agreement

Specification Number: 72-90-10

From: Canalport Vending Company (Name of M.B.E./W.B.E. Firm)

M.B.E.: YES X ; No ___

W.B.E.: YES ___; No ___

To: Ace Coffee Bar, Inc. (Name of Prime Contractor -- Bidder/Proposer) and the City of Chicago:

The Undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor ___X___ Corporation

_____ Partnership _____ Joint Venture

The M.B.E./W.B.E. status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated February 21, 1991.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Servicing of automatic food vending machines.

The above described performance is offered for the following price and described terms of payment:

$286,902 in dollar amount of participation or 15 percent of participation.

If more space is needed to fully describe the M.B.E./W.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

(Signed): Roscoe N. Jackson
Signature of Owner or Authorized Agent

Mr. Roscoe Jackson, Owner
Name/Title (Print)

February 28, 1991
Date

(312) 464-7171
Phone

From: Grove Fresh Distributor, Inc. M.B.E.: Yes X ; No __
(Name of M.B.E./W.B.E. Firm)
W.B.E.: Yes___ ; No __

To: Ace Coffee Bar, Inc. and the City of Chicago:
(Name of Prime Contractor -- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor ____X__ Corporation

_____ Partnership _____ Joint Venture

The M.B.E./W.B.E. status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated January 29, 1991.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Supplier of fruit juices for vending machines.

The above described performance is offered for the following price and described terms of payment:

$160,000 in dollar amount of participation or 8.37 percent of participation.

If more space is needed to fully describe the M.B.E./W.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

(Signed): Cecil J. Troy
Signature of Owner or Authorized Agent

Mr. Cecil J. Troy, President
Name/Title (Print)

February 28, 1991
Date

(312) 288-2065
Phone

From: Krystal Dairy and Food Distributor
(Name of M.B.E./W.B.E. Firm)

M.B.E.: Yes ___; No ___

W.B.E.: Yes _X_; No ___

To: Ace Coffee Bar, Inc. and the City of Chicago:
(Name of Prime Contractor -- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

___X___ Sole Proprietor _____ Corporation

_____ Partnership _____ Joint Venture

The M.B.E./W.B.E. status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated October 26, 1990.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Supplier of dairy products.

The above described performance is offered for the following price and described terms of payment:

Krystal Dairy and Food Distributor is to purchase and deliver the dairy requirement of no less than 1.31 percent; the dollar amount no less than $25,000.00.

If more space is needed to fully describe the M.B.E./W.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

(Signed): Mary Catherine Hrascinski
Signature of Owner or Authorized Agent

Ms. Mary Catherine Hrascinski, Owner
Name/Title (Print)

February 28, 1991
Date

(708) 957-7865
Phone

From: P. King Produce Company, Inc. M.B.E.: Yes X ; No _____
(Name of M.B.E./W.B.E. Firm)
W.B.E.: Yes _____; No _____

To: Ace Coffee Bar, Inc.and the City of Chicago:
(Name of Prime Contractor -- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor ___X___ Corporation

_____ Partnership _____ Joint Venture

The M.B.E./W.B.E. status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated ___October 16, 1990___.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Supplier of produce.

The above described performance is offered for the following price and described terms of payment:

$31,200 in dollar amount of participation or 1.63 percent of participation.

If more space is needed to fully describe the M.B.E./W.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3)working days of receipt of a signed contract from the City of Chicago.

(Signed): Richard C. Thomas
Signature of Owner or Authorized Agent

Mr. Richard C. Thomas,
Director of Operations
Name/Title (Print)

February 28, 1991
Date

(708) 957-7865
Phone

From: Robin's Food Distribution, Inc.
(Name of M.B.E./W.B.E. Firm)

M.B.E.: Yes X ; No ____

W.B.E.: Yes X ; No ____

To: Ace Coffee Bar, Inc. and the City of Chicago:
(Name of Prime Contractor -- Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor ___X___ Corporation

_____ Partnership _____ Joint Venture

The M.B.E./W.B.E. status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated October 25, 1990.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Supplier of fresh and frozen products.

The above described performance is offered for the following price and described terms of payment:

Minimum $100,000 at 5.23 percent of total sales by Prime Contractor. Items will vary based on market pricing. Terms are Net 30 days.

If more space is needed to fully describe the M.B.E./W.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

(Signed): Robin Wold
Signature of Owner or Authorized Agent

Ms. Robin Wold, President
Name/Title (Print)

February 28, 1991
Date

(312) 243-8800
Phone

Schedule D-1

Affidavit Of M.B.E./W.B.E. Goal Implementation Plan.

Contract Name: Cafeteria And Citywide Vending Machine Services Agreement.

Specification No.: 12-90-10

State of Illinois

County (City) of Chicago, Illinois

I Hereby Declare And Affirm, That I am duly authorized representative of:

Ace Coffee Bar, Inc.
Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the M.B.E./W.B.E. goals of this contract.

All M.B.E./W.B.E. firms included in this plan have been certified as such by the City of Chicago (Letters of Certification attached) or have had a complete application for M.B.E. certification on file with the City of Chicago for at least 30 days.

I. Direct Participation Of M.B.E./W.B.E. Firms.

(Note: The bidder/proposer shall, in determining the manner of M.B.E./W.B.E. participation, first consider involvement with M.B.E./W.B.E. firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

A. If bidder/proposer is a certified M.B.E. or W.B.E. firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as an M.B.E. satisfies the M.B.E. goal only. Certification of the bidder/proposer as a W.B.E. satisfies the W.B.E. goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified M.B.E.s or W.B.E.s, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the M.B.E./W.B.E. firm(s) and its ownership interest in the joint venture.

C. M.B.E./W.B.E. Subcontractors/Suppliers/Consultants:

1. Name of M.B.E./W.B.E.: Canalport Vending Company

Address: 329 West 18th Street, Chicago, Illinois 60616

Contact Person: Mr. Roscoe Jackson Phone: (312) 643-2020

Dollar Amount Participation: $286,902

Percent Amount of Participation: 15.00 %

Schedule C-1 attached? Yes X No ___ *(see page ___)

---

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

2. Name of M.B.E./W.B.E.: Grove Fresh Distributors, Inc.

Address: 7553 South Chicago Avenue, Chicago, Illinois 60616

Contact Person: Mr. Cecil Troy, President

Phone: (312) 788-2065

Dollar Amount Participation: $160,000

Percent Amount of Participation: 8.37 %

Schedule C-1 attached? Yes X No ___*

3. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Schedule C-1 attached? Yes _____ No _____*

4. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Schedule C-1 attached? Yes _____ No _____*

---

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

5. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

Schedule C-1 attached? Yes _____ No_____*

6. Attach additional sheets as needed.

II. Indirect Participation Of M.B.E./W.B.E. Firms.

(Note: This section need not be completed if the M.B.E./W.B.E. goals have been met through the direct participation outlined in Section I. If the M.B.E./W.B.E. goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed M.B.E./W.B.E. direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

M.B.E./W.B.E. Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

---

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

A. Name of M.B.E./W.B.E.: P. King Produce Company, Inc.

Address: P.O. Box 17577, Chicago, Illinois 60617

Contact Person: Mr. Paul King, President Phone: (312) 224-2063

Dollar Amount Participation: $31,200

Percent Amount of Participation: 1.63 %

Schedule C-1 attached? Yes X No ___*

B. Name of M.B.E./W.B.E.: Robin's Food Distribution, Inc.

Address: 1727 West Gregory Street, Chicago, Illinois 60640

Contact Person: Mr. Robin Wold, President Phone: (312) 243-8800

Dollar Amount Participation: $100,000

Percent Amount of Participation: 5.23 %

Schedule C-1 attached? Yes X No ___*

C. Name of M.B.E./W.B.E.: Krystal Dairy and Food Distributor

Address: 18121 Highland Avenue, Homewood Illinois 60430

Contact Person: Ms. Mary Catherine Krascinski Phone: (708) 957-7865

Dollar Amount Participation: $25,000

Percent Amount of Participation: 1.31 %

Schedule C-1 attached? Yes X No ___*

---

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal date).

D. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: _____

Percent Amount of Participation: _____%

Schedule C-1 attached? Yes ___ No ___*

E. Attach additional sheets as needed.

III. Summary of M.B.E./W.B.E. Proposals.

A. M.B.E. Proposal:

1. M.B.E. Direct Participation (from Section I):

M.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
Canalport Vending Company	$ 286,902	15.00 %
Grove Fresh Distribution, Inc.	$ 160,000	8.37 %
_____	$ _____	_____ %
Total Direct M.B.E. Participation:	$ 446,902	23.37 %

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal date).

2. M.B.E. Indirect Participation (from Section II):

M.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
P. King Produce Company, Inc.	$ 31,200	1.63 %
_____	$ _____	_____ %
_____	$ _____	_____ %

Total Indirect M.B.E. Participation: $ 31,200 1.63 %

B. W.B.E. Proposal:

1. W.B.E. Direct Participation (from Section I):

W.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	$ _____	_____ %
_____	$ _____	_____ %
_____	$ _____	_____ %

Total Direct M.B.E. Participation: $_____ _____ %

2. W.B.E. Indirect Participation (from Section II):

W.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
Robin's Food Distribution, Inc.	$ 100,000	5.23 %

W.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
Krystal Dairy&Food Distributor	$ 25,000	1.31 %
	$	%

Total Indirect W.B.E. Participation: $ 125,000 6.54 %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as the M.B.E./W.B.E. Liaison Officer:

Name: Mr. Kenneth Malak Phone Number: (708) 931-2600

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

(Signed): Craig W. Farmer (February 28, 1991)
Signature of Affiant (Date)

State of Illinois

County of Kane

This instrument was acknowledged before me on February 28, 1991 (date) by Craig W. Farmer (name/s of person/s) as Controller (type of authority, e.g., officer, trustee, etc.) of Ace Coffee Bar, Inc. (name of party on behalf of whom instrument was executed).

(Signed): Sandra A. Shannon
Signature of Notary Public

Official Seal
Sandra A. Shannon
Notary Public, State of Illinois
My commission expires May 22, 1994.

Clarifying Addendum to the Special Conditions Regarding M.B.E. and W.B.E. Commitment and Schedule D-1 reads as follows:

Clarifying Addendum To The Special Conditions Regarding M.B.E. And W.B.E. Commitment And Schedule D-1.

"Total Contract Price", as used in Section "I.B." of Special Conditions Regarding M.B.E./W.B.E., previously set forth in this (Sub)Exhibit 3, shall mean Gross Revenues less Commissions.

The annual M.B.E. requirement of the Contractor under this Agreement shall be computed by multiplying .25 (representing the required M.B.E. percentage of 25%) by the Total Contract Price in each and every year the Agreement is in effect.

The annual W.B.E. requirement under this Agreement shall be computed by multiplying .05 (representing the required W.B.E. percentage of 5%) by the Total Contract Price in each and every year this Agreement is in effect.

"Percent Amount of Participation", as used in Schedule D of this (Sub)Exhibit 3, shall mean, for each M.B.E. or W.B.E. participant, the Dollar Amount of Participation (as used in Schedule D) divided by the Total Contract Price.

(Sub)Exhibit 4.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Disclosure Of Ownership Interests.

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "none". Note: The person preparing Sections I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: Ace Coffee Bar, Inc.

Bidder/Proposer Address: Route 20 at Naperville Road

Bidder/Proposer is a (check one):

[X] Corporation	[ ] Sole Proprietor	[ ] Partnership
[ ] Not-for-Profit Corporation	[ ] Joint Venture*	[ ] Other

* Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Section I.

For Profit Corporations.

a. Incorporated in the State of Delaware

b. Authorized to do business in the State of Illinois: Yes [X] No [ ]

c. Names of officers and directors of corporation (List Names and Titles):

Name (Print or Type)	Title (Print or Type)
Bernard E. Cavitt	President
Elizabeth S. Cavitt	Secretary/Treasurer

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
Bernard E. Cavitt	Rt. 1 -- Box 124	100 %
	Elgin, IL 60120	%
		%

e. The corporation is owned partially or completely by one or more other corporations: Yes [ ] No [X]

If "yes", submit a Disclosure of Ownership Interests form for each of said corporations.

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
N/A		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section II.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
	%
	%
	%

Section III.

Sole Proprietorships.

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [ ] No [ ] If No, complete items b. and c. of this Section III.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) Of Principal(s) (Print or Type)

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

_____

_____

_____

Section IV.

Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

_____

_____

_____

Section V.

Not-For-Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of officers and/or directors of corporation (list names and titles):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

Note: Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure relevant to the contract. Pursuant to Section 26.1-2 of the Municipal Code of the City of Chicago any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

State of Illinois)
) SS.
County of Cook)

The undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules, is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made, nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signed): Craig W. Farmer
Signature of Person Making Statement

Mr. Craig W. Farmer
(Print or Type)

Controller
Title

Subscribed to before me,
this 16th day of
July A.D., 1990.

(Signed): Sandra A. Shannon
Notary Public Signature

Official Seal
Sandra A. Shannon
Notary Public, State of Illinois
My commission expires May 22, 1994.

(Sub)Exhibit 5.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Certification.

Specification: 72-90-10

The undersigned Craig W. Farmer (Name), as Controller (Title) and on behalf of Ace Coffee Bar, Inc. ("Contractor") having been duly sworn under oath certifies that: _____.

Section I.

Contractor Certification.

A. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the Contractor or any such subcontract, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity[1] during a period of three years prior to the date of award of the subcontract:

1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

2) Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

3) Made an admission of guilt of such conduct described in A (1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging [3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging [3] during a period of five years prior to the date of submittal of this bid, proposal or response.

C. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating [4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating [4].

D. The Contractor understands and will abide by all provisions of Chapter 19 of the Municipal Code of Chicago entitled "Office of Inspector General".

Section II.

Subcontractor Certification.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained

by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging[3], bid-rotating[4], or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity[1] or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section IA, (1) or (2) of this certification; or (b) of bid-rigging[3], bid-rotating[4] or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II, (A) and (B) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 26, Section 26-26 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

Section III.

State Tax Delinquencies.

* (In completing this Section III, mark the box and place your initials in the appropriate subsection)

(x) A. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Initials: C.W.F.

( ) B. Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

Initials: _____ Ace Coffee Bar, Inc. does not have any tax delinquencies with the Illinois Department of Revenue.

( ) C. Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections A and B of this Section III, above 5.

Initials: _____

---

* Before signing, mark and initial the appropriate box in Section III.

Section IV.

Punishment.

A Contractor who makes a false statement, material to Section IB of this certification commits a Class 3 felony, Ill. Rev. Stat. 1989, Ch. 38, 33E-11 (B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, Ill. Rev. Stat., Ch. 24, 11-42.1-1.

Section V.

Incorporation Into Contract.

This certification shall become part of any contract awarded to the Contractor pursuant to the specification set forth on page 1 of this certification.

Ace Coffee Bar, Inc.
Name of Contractor

(Signed): Craig W. Farmer
Signature of Authorized Officer

Controller
Title (Print or Type)

State of Illinois

County of Cook

Signed and sworn to before me this 11th day of March, 1991
by Craig W. Farmer (Name) as Controller (Title)
of Ace Coffee Bar, Inc. (Contractor).

(Signed) Sandra A. Shannon
Notary Public Signature

Official Seal
Sandra A. Shannon
Notary Public, State of Illinois
My commission expires May 22, 1994

Notes 1 -- 5.

1. In accordance with Chapter 26, Section 26-26 of the City of Chicago Municipal Code, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 26, Section 26 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted, Ill. Rev. Stat., 1989, Ch. 38, Section 33E-3.

4. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, Ill. Rev. Stat., 1989, Ch. 38, Sec. 33E-4.

5. Chapter 24, §11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

(1) the contract is for goods or services vital to the public health, safety, or welfare; and

(2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

(Sub)Exhibit 6.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Anti-Apartheid Affidavit.

Competitively Bid Contracts.

Specification No.: 72-90-10

Contract No.: 74468

Purpose Of Affidavit.

Each Contractor with whom the City enters into a contract pursuant to competitive bidding must complete this affidavit of compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-68 of the Municipal Code. Certain terms used in this affidavit are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meanings in this affidavit as in the ordinance and regulations. In order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Instructions.

Indicate which of the Certifications below are true by having the authorized representative of the Contractor sign his/her initials in the appropriate brackets.

Certifications.

(X) 1. Neither the Contractor nor any of its affiliates does business in South Africa or with any public or private entity located in South Africa.

(X) 2. No goods to be provided to the City by the Contractor or by any of its subcontractors under the subject contract were principally manufactured, produced, assembled, grown or mined in South Africa.

Under penalty of perjury, I certify that I am the Controller of
(Title (Type or Print))
Ace Coffee Bar, Inc., that I am authorized by the Contractor to
(Type or Print Name of Contractor)
execute this affidavit in its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

(Signed): Craig W. Farmer
Signature of Owner or Authorized Officer

Mr. Craig W. Farmer
Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to
before me this 11th day
of March, 1991.

(Signed) Sandra A. Shannon
Notary Public Signature

Official Seal
Sandra A. Shannon
Notary Public, State of Illinois
My commission expires May 22, 1994.

(Sub)Exhibit 7.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Form Of Letter Of Credit.

(Date)

[Date]

City of Chicago
c/o Commissioner of General Services
320 North Clark Street
Room 502
Chicago, Illinois 60610

Gentlemen:

We hereby issue Irrevocable Stand-By Letter of Credit No. _____ in your favor for the account of Ace Coffee Bar, Inc., Route 1 -- Box 124, Elgin, Illinois 60120-9526, up to an aggregate amount of U.S. Dollars $_____.

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of U.S. Dollars $_____ drawn on us mentioning our Credit No. _____ purportedly signed by the Commissioner of General Services or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations and shall not be affected by the performance or non-performance by Ace Coffee Bar, Inc., under any agreement with the City. We engage with you that any draws under this Credit shall be duly honored on sight if presented to us on or before _____.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400 (U.C.P.) and to the Uniform Commercial Code -- Letters of Credit, Ill. Rev. Stat. Ch. 26, 5-101 et seq. (1989) as amended, as in effect in the State of Illinois (U.C.C.). To the extent the provisions of the U.C.P. and the U.C.C. conflict, the provisions of the U.C.C. shall control.

(Authorized signature)

(Sub)Exhibit 8.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Permitted Vending Machine Merchandise And Prices.

Product	Permitted Brands	Package Size	Price
Candy			.45
Can Soda	Coca-Cola	12 ounce can	.55
	Pepsi-Cola	12 ounce can	.55
	Seven-Up	12 ounce can	.55
	Dr. Pepper	12 ounce can	.55
	RC Cola	12 ounce can	.55
	Diet Coke	12 ounce can	.55
Can Juice			
Gum	Wrigley's		.35
Mints	Lifesavers		.35
Chips	Frito-Lay		.45
Peanuts	Planters		.45
Candy	Hershey's		.45
	M&M/Mars		.45
	Curtiss		.45
Rolled Candy	Lifesavers		.45
Pastry Products	House Brand		.50 -- .60

Product	Permitted Brands	Package Size	Price
Cookies	House Brand		.50 -- .60
Coffee	Stewart's	8 $\frac{1}{4}$ oz. cup	.30
Chocolate Milk		$\frac{1}{2}$ pint	
Milk		$\frac{1}{2}$ pint	.45
Skim Milk		$\frac{1}{2}$ pint	.45
Hot Chocolate		8 $\frac{1}{4}$ oz. cup	.30
Soup		8 ounces	
Tea		8 $\frac{1}{4}$ oz. cup	.30
Sanka		8 $\frac{1}{4}$ oz. cup	.30

(Sub)Exhibit 9.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Permitted Merchandise -- Cafeteria.

(Sub)Exhibit 10.

(To Cafeteria And Citywide Vending Machine Services Agreement Beginning On Page 415 Of This Journal)

Potential Vending Machine Locations.

Department Of Aging And Disability.

1. Southeast Branch
1767 East 79th Street

2. Southwest Branch
6117 South Kedzie Avenue

3. Central West Branch
2102 West Ogden Avenue

4. Copernicus Center
3160 North Milwaukee Avenue

5. Northeast Branch
2019 West Lawrence Avenue

Department Of Human Services.

6. Fletcher Parent Child Center
3140 West Ogden Avenue

7. Garfield Community Center
10 South Kedzie Avenue

8. Cabrini Green
1161 North Larrabee Street

9. Hill Street Office
213 West Hill Street

10. Gautreaux P.C.S.
9375 East 132nd

11. Brooks P.C.S.
6921 South Stony Island Avenue

12. Dr. Martin Luther King, Jr. Center
4314 South Cottage Grove Avenue

13. Near South P.C.S.
4210 South Berkeley Avenue

14. Robert Taylor Center
4525 South Federal Street

15. A.B.L.A.
1254 South Loomis Street

16. Garfield P.C.S.
7 North Homan Avenue

17. Head Start P.C.S.
400 North Franklin Street

Chicago Public Library.

18. Blakestone Branch
4904 South Lake Park Avenue

19. Whitney M. Young, Jr. Branch
7901 South King Drive

20. South Shore Branch
2505 East 73rd Street

21. South Chicago Branch
9055 South Houston Avenue

22. Avalon Branch
8828 South Stony Island Avenue

23. Pullman Branch
11001 South Indiana Avenue

24. Jeffery Manor Branch
2435 East 100th Street

25. Brighton Park Branch
4308 South Archer Avenue

26. Chicago Lawn Branch
6120 South Kedzie Avenue

27. West Lawn Branch
4020 West 63rd Street

28. Sherman Branch
5440 South Racine Avenue

29. Scottsdale Branch
4101 West 79th Street

30. Walker Branch
11071 South Hoyne Avenue

31. Beverly Branch
Buildings A and B
2121 West 95th Street

32. Woodson Regional Center
9525 South Halsted Street

33. Toman Branch
4005 West 27th Street

34. Rudy Lozano Branch
1805 South Loomis Avenue

35. Tegler Branch
1115 South Pulaski Road

36. Portage/Cragin Branch
5108 West Belmont Avenue

37. West Belmont Branch
3104 North Narragansett Avenue

38. Roden Branch
6083 North Northwest Highway

39. Lincoln Park Branch
959 West Fullerton Avenue

40. Lakeview Branch
644 West Belmont Avenue

41. Jefferson Park Library
5363 West Lawrence Avenue

42. Sulzer Regional Branch
4455 North Lincoln Avenue

43. Rogers Park Branch
6911 North Clark Street

44. Edgewater Branch
1210 West Elmdale Avenue

45. Northtown Branch
6435 North California Avenue

46. Hamilton Park Branch
7200 South Normal Avenue

47. Albany Park Branch
5150 North Kimball Avenue

48. Bezazian Branch
1226 West Ainslie Street

49. Newberry Branch
60 West Walton Street

50. Galewood/Mt. Claire Branch
6969 West Grand Avenue

51. Martin Luther King Branch
3436 South King Drive

52. Douglas Park Branch
3353 West 13th Street

53. Logan Square Branch
3255 West Altgeld Street

54. Austin Branch
5615 West Race Avenue

55. Cultural Center
78 East Washington Street

56. Smith Wendell Branch
722 East 103rd Street

57. Tuley Park Branch
501 East 90th Street

58. Southeast Branch
1934 East 79th Street

59. Woodlawn Branch
6247 South Kimbark Avenue

60. Hall Branch
4801 South Michigan Avenue

61. Illinois Regional Branch
1055 West Roosevelt Road

62. Pilsen Branch
1801 -- 1805 South Blue Island Avenue

63. Richard J. Daley Branch
3400 South Halsted Street

64. Kelly Branch
6151 South Normal Avenue

Department Of Streets And Sanitation.

65. Bureau of Sanitation
NW Waste
700 North Kilbourn Avenue

66. Bureau of Electricity
7800 South Oakley Avenue

67. Bureau of Electricity
Facility
Garage and Storage
2451 South Ashland Avenue

68. Bureau of Electricity
2401 South Ashland Avenue

69. Bureau of Equipment
Rodent Control
2327 West Erie Street

70. Rodent Control
1642 North Kostner Avenue

71. North Central Division Office
Asphalt and Streets Operation
1633 West Medill Avenue

72. 25th Ward Yard
1944 West Cullerton Street

73. 24th Ward Yard
1817 South Pulaski Road

74. 26th Ward
Bureau of Equipment
Central Division Office
2505 West Grand Avenue

75. 31st Ward Yard Office
1827 North Monticello Avenue

76. 26th Ward Yard
2460 West Cortland Street

77. 27th Ward
Storage Building
1200 West Madison Street

78. 48th Ward Street
District 2
5853 North Broadway

79. 47th Ward Yard
2414 West Cuyler Avenue

80. 46th Ward Yard
3608 North Halsted Street

81. 30th and 36th Ward Yards Offices
5605 West Grand Avenue

82. 4th Ward Yard
4415 South Cottage Grove Avenue

83. 20th Ward Yard
6401 South Evans Avenue

84. 5th Ward Yard
1619 East 73rd Street

85. 7th and 10th Ward Yards
9211 South Ewing Avenue

86. 9th and 34th Ward Yards
11615 South Indiana Avenue

87. 42nd Ward Yard
1150 North North Branch Street

88. 33rd Ward Office
3143 North Rockwell Street

89. 35th Ward Yard
3512 West Montrose Avenue

90. 39th Ward Yard
4605 West Lawrence Avenue

91. 41st and 45th Wards
6435 West Higgins Road

92. 38th Ward Yard
2817 North Natoma Avenue

93. 37th Ward Yard
4830 West Chicago Avenue

94. Streets and Sanitation
51st and South Cottage Grove Avenue

95. Bureau of Equipment
95th and South Genoa Avenue

96. 40th Ward Yard and Forestry
5333 North Western Avenue

97. Edgebrook Community Center
6100 North McClellan Avenue

98. Bureau of Forestry Maintenance
2579 North Milwaukee Avenue

99. Nursing No. 2
15 West 415 Irving Park Road

100. Old Police Area 2 Headquarters
Now Streets and Sanitation
9059 South Cottage Grove Avenue

101. Garage-Warehouse and Offices
Bureau of Electricity
940 West Exchange Avenue

102. Streets and Sanitation
1130 North Branch Street
Goose Island

103. 49th and 50th Ward Yards
6455 North Ravenswood Avenue

104. Streets and Sanitation
3542 West Fullerton Avenue

105. Bureau of Electricity
6441 North Ravenswood Avenue

106. 43rd Ward Yard
1358 West Webster Avenue

107. SW
Fuel Processing
3757 West 34th Street

108. Steam Quarry
Bureau of Electricity
2815 South Poplar Avenue

109. Bureau of Forestry
Maintenance
28th Ward Yard
NW Garage
750 North Kilbourn Avenue

110. Rodent Control
Bureau of Equipment
1713 North Springfield Avenue

111. 44th Ward Consumer Services
1501 West School Street

112. 19th and 21st Ward Yards
8559 South Vincennes Avenue

113. 17th Ward Yard
611 West 69th Street

114. 15th and 18th Ward Yards
1756 West 74th Street

115. 16th Ward Yard
6145 South Throop Street

116. 23rd Ward Street
District 6
5556 South Central Avenue

117. 13th Ward Yard
3720 West 55th Street

118. 12th and 22nd Ward Yards
3559 South Maplewood Avenue

119. 14th Ward Street District 8
Asphalt Yard
4929 South Union Avenue

120. 3rd Ward Yard
5021 South Wabash Avenue

121. 1st Ward Yard West
4101 South Cicero Avenue

122. 1st Ward West
Bureau of Electricity
1548 South Loomis Street

123. Bureau of Equipment
130 North Elizabeth Street

124. Department of Equipment
Service Center No. 1
6441 North Ravenswood Avenue

125. Towing
39th and South Iron Street

126. Street Operations
Bay West 95th Street

127. Bureau of Equipment
67th and South Cicero Avenue

128. Bureau of Equipment
Trailers
3131 West Bryn Mawr Avenue

129. 1st Ward Yard Office
50 West Wacker Drive
Lower Level

130. Bureau of Forestry
Maintenance
87th and South Eggleston Avenue

131. Bureau of Forestry
55th and SouthWallace Streets

132. Central Division
2300 West 52nd Street

133. Forestry (Bureau of Equipment)
2551 South Wood Street

134. Bureau of Streets
District Number 35
1533 South Ashland Avenue

135. Bureau of Equipment
1542 West Wabansia Avenue

136. Bureau of Equipment
Garages
5314 North Bowmanville Avenue

137. Bureau of Forestry
Maintenance
95th and South King Drive

138. Bureau of Forestry
Facility
4931 South Union Avenue

139. Southwest Transfer and Incinerator Garage
11th Ward
1400 West Pershing Road

140. Bureau of Equipment
Salt Trailer
4639 North Lamon Avenue

Department Of Police.

141. 1st District Police Station
11 East 11th Street

142. Police Headquarters Annex
1111 South State Street

143. Police Headquarters Building
1121 South State Street

144. Equipment/Supply Building
1137 South State Street

145. Evidence Tech.
1179 South State Street

146. Public Housing South
C.H.A. Facility
4800 South State Street

147. Mounted Unit
7059 South South Shore Drive

148. Marine Unit
500 East Randolph Street

149. 21st District Police Station
300 East 29th Street

150. 8th District Police Station
3515 West 63rd Street

151. Police Academy
1300 West Jackson Boulevard

152. 13th District Police Station
937 North Wood Street

153. 4th District Police Station
2255 East 103rd Street

154. Transmitter Station
10412 South Vincennes Avenue

155. Area No. 2 Headquarters
5th District Station
727 East 111th Street

156. 22nd District Police Station
1830 West Monterey Avenue

157. 6th District Police Station
819 West 85th Street

158. 3rd District Police Station
7040 South Cottage Grove Avenue

159. 7th District Police Station
6100 South Racine Avenue

160. Vehicle Maintenance Garage No. 2
6126 South Racine Avenue

161. 12th District Police Station
100 South Racine Avenue

162. Area No. 3 Police Headquarters
3900 South California Avenue

163. Vehicle Maintenance Garage No. 4
3104 West Harrison Street

164. Area No. 4 Police Package Street
3131 West Harrison Street

165. Area No. 4 Headquarters
11th District Police Station
3151 West Harrison Street

166. 18th District Police Station
113 West Chicago Avenue

167. Beat Representative
18th District
1212 North LaSalle Street

168. 15th District Police Station
5327 West Chicago Avenue

169. Area No. 5 Headquarters
25th District Police Station
5555 West Grand Avenue

170. 17th District Police Station
4461 North Pulaski Road

171. Area No. 1
2nd District Police Station
5101 South Wentworth Avenue

172. Vehicle Maintenance Garage No. 1 and Office
5219 South Wentworth Avenue

173. Physical Fitness
3540 South Normal Avenue

174. 9th District Police Station
3501 South Lowe Avenue

175. 10th District Police Station
2259 South Damen Avenue

176. Canine Training Center
320 Touhy Avenue
Des Plaines, Illinois

177. 24th District Police Station
6464 North Clark Street

178. 20th District Police Station
1940 West Foster Avenue

179. 16th District Police Station
5430 West Gale Street

180. Area No. 6 Headquarters
19th District Police Station
2452 West Belmont Avenue

181. 23rd District Police Station
3600 North Halsted Street

182. 14th District Police Station
2150 North California Avenue

183. Police Station
1253 -- 1323 South Morgan Street

184. Police Station
1331 -- 1339 South Morgan Street

Department Of Water.

185. South District
75th and Western Avenue

186. South Filtration Plant
3300 East Cheltenham Place
(7878 South)

187. Roseland Pumping Station
331 West 104th Street

188. Southwest Pumping Station
8400 South Kedvale Avenue

189. 68th Street Pumping Station
6801 South Oglesby Avenue

190. Western Avenue Pumping Station
4911 -- 4933 South Western Boulevard

191. Pipe Yards/Meter Shop
3148 South Sacramento Avenue

192. Central District Yard/Garage
2352 South Ashland Avenue

193. Water Distribution Garage
2322 South Ashland Avenue

194. Jardine Filtration Plant
1000 East Ohio Street

195. Cermak Pumping Station
725 West Harrison Street

196. Central Pumping Station
1013 South Central Park Avenue

197. North District
1747 North Springfield Avenue

198. North District Yard
3826 West Wabansia Avenue

199. Sunnyside Sub Yard
North District
4820 West Sunnyside Avenue

200. Mayfair Pumping Station
4850 West Wilson Avenue

201. Thomas Jefferson Pumping Station
2232 West Eastwood Avenue
(4632 North)

202. Chicago Avenue Pumping Station
811 North Michigan Avenue

203. Lake View Pumping Station
745 West Wilson Avenue

204. 1st District Office and Garage
30 South Green Street

205. 1st District Cleaning
21 South Peoria Street

206. Vehicle Maintenance Garage
17 South Peoria Street

207. South District Yard and Office
1040 West 95th Street

208. North District Yard and Office
4900 West Sunnyside Avenue

Department Of Health.

209. West Town
2418 West Division Street

210. Westlake T.B. Center
2160 West Ogden Avenue

211. Englewood M.H.C.
641 West 63rd Street

212. Woodlawn North H.C.
6337 South Woodlawn Avenue

213. Telsa School
Board of Education
6657 South Kimbark Avenue

214. Holman North H.C.
4230 South Greenwood Avenue

215. South Lawndale, Lead Program
C.A.T.C.
3026 South California Avenue

216. Simpson School
Board of Education
1321 South Paulina Street

217. Lower Westside N.H.C.
1713 South Ashland Avenue

218. West Garfield
10 South Kedzie Avenue

219. South Chicago M.H.C.
2938 East 89th Street

220. Woodlawn M.H.C.
6337 South Woodlawn Avenue

221. Uptown North H.C.
845 West Wilson Avenue

222. Lakeview M.H.C.
2847 North Clark Street

223. Mid South M.H.C.
4314 South Cottage Grove Avenue

224. Davis Square
(Park District)
4410 South Marshfield Avenue

225. Near South
3525 South Michigan Avenue

Department Of Fire.

226. Computer Aid District System
543 West Taylor Street

227. Engine Company No. 28
2528 South Throop Street

228. Engine Company No. 29
3509 South Lowe Avenue

229. Engine Company No. 19
3421 South Calumet Avenue

230. Engine Company No. 16
4005 South Dearborn Street

231. Engine Company No. 45
4600 South Cottage Grove Avenue

232. Engine Company No. 60
1150 East 62nd Street

233. Engine Company No. 63
1405 East 62nd Street

234. Engine Company No. 4
548 West Division Street

235. Engine Company No. 14
1129 West Chicago Avenue

236. Engine Company No. 2
605 West Armitage Avenue

237. Engine Company No. 26
10 North Leavitt Street

238. Engine Company No. 30
1125 North Ashland Avenue

239. Engine Company No. 57
1244 North Western Avenue

240. Engine Company No. 35
1901 North Damen Avenue

241. Engine Company No. 20
1320 West Concord Place

242. Engine Company No. 13
259 North Columbus Drive

243. Engine Company No. 42/F.P.
55 West Illinois Street

244. Engine Company No. 104
11659 South Avenue O

245. Engine Company No. 104
Hook and Ladder No. 24
10400 South Vincennes Avenue

246. Engine Company No. 120
11035 South Homewood Avenue

247. Engine Company No. 74
10615 South Ewing Avenue

248. Engine Company No. 81
10458 South Hoxie Avenue

249. Engine Company No. 7
11958 South State Street

250. Engine Company No. 62
34 East 114th Street

251. Fire Academy
558 West DeKoven Street

252. Fire Department
Repair Shop
3100 South Sacramento Avenue

253. Englewood Fire Alarm
6351 South Wentworth Avenue

254. E.M.S. South
6858 South Indiana Avenue

255. Engine Company No. 84
6204 South Green Street

256. Engine Company No. 101
2236 West 69th Street

257. Engine Company No. 116
5955 South Ashland Avenue

258. Engine Company No. 15
8028 South Kedzie Avenue

259. Engine Company No. 64
7659 South Pulaski Road

260. Engine Company No. 32
5559 South Narragansett Avenue

261. Engine Company No. 127
6411 South Central Avenue

262. Engine Company No. 34
4034 West 47th Street

263. Engine Company No. 65
3002 West 42nd Street

264. Engine Company No. 49
4401 South Ashland Avenue

265. Engine Company No. 98
202 East Chicago Avenue

266. Engine Company No. 43
2170 North Stave Street

267. Engine Company No. 78
1652 West Waveland Avenue

268. Engine Company No. 10
1723 West Greenleaf Avenue

269. Engine Company No. 110
2322 West Foster Avenue -- East

270. Engine Company No. 69
4017 North Tripp Avenue -- East

271. Engine Company No. 68
5258 West Grand Avenue

272. Engine Company No. 38
2111 South Hamlin Avenue -- East

273. Engine Company No. 95
4005 West West End Avenue

274. Engine Company No. 117 and No. 67
4900 West Chicago Avenue

275. Engine Company No. 76
1747 North Pulaski Road

276. Engine Company No. 91
2827 North Pulaski Road

277. Engine Company No. 7
4911 West Belmont Avenue East

278. Engine Company No. 108
4625 North Milwaukee Avenue

279. Engine Company No. 56
2214 West Barry Avenue

280. Engine Company No. 55
2718 North Halsted Street

281 Engine Company No. 96
441 North Waller Avenue

282. Engine Company No. 123
2215 West 51st Street

283. Engine Company No. 88
3500 West 60th Street

284. Engine Company No.118
5837 South Central Avenue

285. Engine Company No. 99
3042 South Kedvale Avenue

286. Engine Company No. 109
2358 South Whipple Street

287. Engine Company No. 77
1244 South Komensky Avenue

288. Engine Company No. 107
1101 South California Avenue

289. Engine Company No. 21
Meigs Field

290. Engine Company No. 18
1123 West Roosevelt Road

291. Engine Company No. 39
1618 West 33rd Place

292. Engine Company No. 58
5000 South Union Avenue

293. Engine Company No. 54
7101 South Parnell Avenue

294. Engine Company No. 47
432 East Marquette Drive

295. Engine Company No. 72
7982 South Chicago Avenue

296 Engine Company No. 23
1915 South Damen Avenue

297. Engine Company No. 8
212 West Cermak Road

298. Engine Company No. 1
419 South Wells Street

299. Engine Company No. 5
324 South Desplaines Avenue

300. Public Relations/Photo
1044 North Orleans Street

301. Engine Company Nos. 44 and 85
412 North Kedzie Avenue

302. Engine Company No. 13
5212 West Harrison Street

303. Engine Company No. 125
2323 North Natchez Avenue

304. Engine Company No. 86
3918 North Harlem Avenue

305. Engine Company No. 11
5342 North Cumberland Avenue

306. Engine Company No. 73
6424 North Lehigh Avenue

307. Engine Company No. 71
6239 North California Avenue

308. Engine Company No. 70
1545 West Rosemont Avenue

309. Fire Investigation
1401 South Michigan Avenue

310. Engine Company No. 110
6843 South Harper Avenue

311. Engine Company No. 22
Fire Prevention
101 East 79th Street

312. Engine Company No. 126
7313 South Kingston Avenue

313. Engine Company No. 82
817 East 91st Street

314. Engine Company No. 61
5349 South Wabash Avenue

315. Engine Company No. 103
25 South Laflin Avenue

316. Engine Company No. 112
3801 North Damen Avenue

317. Engine Company No. 124
4426 North Kedzie Avenue

318. Engine Company No. 124
5714 North Ridge Avenue

319. Fire Prevention/North
2100 West Eastwood Avenue

320. Engine Company No. 83
1200 West Wilson Avenue

321. Engine Company No. 89
3945 West Peterson Avenue
,

322. Engine Company No. 119
6030 North Avondale Avenue

323. Engine Company No. 94
5758 West Grace Street

324. Engine Company No. 106
3401 North Elston Avenue

325. Engine Company No. 46
3027 East 93rd Street

326. Engine Company No. 80
12701 South Doty Avenue

327. Engine Company No. 97
13359 South Burley Avenue

328. Engine Company No. 115
11940 South Peoria Street

329. Engine Company No. 93
330 West 104th Street

330. Engine Company No. 92
3112 West 111th Street

331. Engine Company No. 121
1700 West 95th Street

332. Engine Company No. 129
8120 South Ashland Avenue

333. Engine Company No. 73
8630 West Emerald Avenue

334. Shops
Bricklayers and Carpenters
1358 West Monroe Street

335. Carpenter/Pattern Shop
3100 South Sacramento Avenue

336. Iron and Brass Foundry
3124 South Sacramento Avenue

337. Vehicle Maintenance Garage
3050 South Sacramento Avenue

338. Engineering Division
5220 South Western Avenue

City Leased Facilities.

339. Health
185 North Wabash Avenue

340. Health
1306 South Michigan Avenue

341. Human Services
250 West 22nd Street

342. Police
2001 South Michigan Avenue

343. Police
500 South Racine Avenue

344. Police
943 South Maxwell Street

345. Police
1200 South State Street

346. 1024 South Wabash Avenue

347. Police
407 South Dearborn Street

348. Streets and Sanitation
1734 South Clark Street

349. Streets and Sanitation
2296 South Archer Avenue

350. Housing
318 South Michigan Avenue

351. Aviation
20 North Clark Street

352. Board of Ethics
205 North Randolph Street

353. Rev. EDC., Per Sewers
24 East Congress Parkway

354. Revenue
24 East Congress Parkway

355. Law
180 North LaSalle Street

356. Cultural Affairs
174 West Randolph Street

357. Health
27 East 26th Street

358. Police
3920 South Michigan Avenue

359. Health
5522 South LaSalle Street

360. Health
37 West 47th Street

361. Police
5401 South Wentworth Avenue

362. Human Services
809 East 40th Street

363. Streets and Sanitation
5201 South Cottage Grove Avenue

364. Police
2058 East 71st Street

365. Health
7800 South Racine Avenue

366. Health
110 East 79th Street

367. Human Services
8516 South Commercial Avenue

368. Police
8801 South Commercial Avenue

369. Streets and Sanitation
8700 South South Chicago Avenue

370. Employment Training
9045 South Commercial Avenue

371. Health
941 East 132nd Street

372. Health
10305 South Dr. Martin Luther King, Jr. Drive

373. Human Services
967 East 132nd Street

374. Police
121 East 111th Street

375. Streets and Sanitation
10101 South Stony Island Avenue

376. Streets and Sanitation
1501 West Pershing Road

377. Streets and Sanitation
4101 South Cicero Avenue

378. Human Services
6254 South Kedzie Avenue

379. Streets and Sanitation
Belt R.R. Strip

380. Finance
5700 South St. Louis Avenue

381. Health
1824 West 47th Street

382. Police
5005 South Ashland Avenue

383. Police
3337 West 63rd Street

384. Police
1811 West 63rd Street

385. Streets and Sanitation
5941 South Damen Avenue

386. Water -- Sewers
7600 South Oakley Avenue

387. Human Services
6201 South Halsted Street

388. Health
1150 West 78th Street

389. Streets and Sanitation
1313 West 74th Street

390. Health
1455 West 79th Street

391. Law
8646 South Ashland Avenue

392. Health
1971 West 111th Street

393. Police
1718 West 95th Street

394. Sewers
10400 South Throop Street

395. Human Services
3113 West Cermak Road

396. Health
4150 West 55th Street

397. Health
2944 West Polk Street

398. Streets and Sanitation
1248 West Washington Boulevard

399. Health
4651 West Madison Street

400. Police
245 North Pulaski Road

401. Human Services
5634 West Chicago Avenue

402. Streets and Sanitation
5337 West Harrison Street

403. Police
5849 West Division Street

404. Employment Training
3636 West Armitage Avenue

405. Police
2156 West Chicago Avenue

406. Fleet -- D.G.S.
1685 North Throop Street

407. Health
2600 West Diversey Avenue

408. Health
11250 South Halsted Street

409. Human Services
10833 South Halsted Street

410. Police
3702 West Fullerton Avenue

411. Streets and Sanitation
4014 West Fullerton Avenue

412. Health
4942 West Division Street

413. Streets and Sanitation
4200 North Oak Park Avenue

414. Police
4818 North Elston Avenue

415. Streets and Sanitation
6100 North Central Avenue

416. Human Services
4520 North Broadway

417. Police
5438 North Clark Street

418. Health
984 North Hudson Avenue

419. Health
911 North Hudson Avenue

420. Finance
500 North Peshtigo Court

421. Employment Training
820 North Orleans Street

422. Human Services
961 West Montana Street

423. Streets and Sanitation
1358 West Webster Avenue

424. Police
3325 North Halsted Street

425. Human Services
4810 North Milwaukee Avenue

426. Police
2256 West Roscoe Street

427. Health
1601 West Howard Street

428. Police
7064 North Clark Street

429. Library
3618 South State Street

430. Library
941 East 132nd Street

431. Library
1364 West 79th Street

432. Library
1743 West 47th Street

433. Library
4904 South Lake Park Avenue

434. Library
8945 South Loomis Street

435. Library
8945 South Loomis Street

436. Library
2314 South Wentworth Avenue

437. Library
5643 West 63rd Street

438. Library
2056 North Damen Avenue

439. Library
10542 South Ewing Avenue

440. Library
1371 West Chicago Avenue

441. Library
5426 West Devon Avenue

442. Library
2825 West 55th Street

443. Library
2205 West Belmont Avenue

444. Library
13445 South Brandon Avenue

445. Library
1626 North California Avenue

446. Library
2420 South State Street

447. Library
3718 West Irving Park Road

448. Library
5363 West Lawrence Avenue

449. Library
2435 West 100th Street

450. Library
4200 West Lawrence Avenue

451. Library
2335 West Chicago Avenue

452. Library
3754 North Southport Avenue

453. Library
4041 West North Avenue

454. Library
5201 North Oketo Avenue

455. Library
2515 West Jackson Boulevard

456. Library
5120 South Federal Street

457. Library
448 East 61st Street

458. Library
7536 West Addison Street

459. Library
1310 North Milwaukee Avenue

460. Library
2519 West 79th Street

461. Library
5724 West North Avenue

462. Library
6969 West Grand Avenue

463. Library
5148 South Archer Avenue

464. Library
6110 West Irving Park Road

465. Library
6322 South Archer Avenue

466. Library
2860 West Cermak Road

467. Library
2021 West 35th Street

468. Library
10961 South Kedzie Avenue

469. North Park Village
5801 North Pulaski Road

470. Kraft Building
510 North Peshtigo Court

471. Henry Clarke House
1821 South Indiana Avenue

472. Garage No. 2 -- Fleet
2545 North Ashland Avenue

473. Garage and Transfer Station
44 West 64th Street

474. Fleet Management Garage
2300 West 52nd Street

475. Central Office Building
320 North Clark Street

Chicago Public Library.

Cultural Center
78 East Washington Street

Central Library
400 North Franklin Street

Administrative Building
1224 West Van Buren Street

Sulzer Regional Library
4455 North Lincoln Avenue

Departmental.

Bureau of Fleet Administration

Kraft Building

General Office Building

Navy Pier

Department of Personnel

Commission on Animal Care and Control

Public Works
320 North Clark Street

Mayor's Press Secretary

Law Department

Department of Housing

Streets And Sanitation:

Bureau of Streets

1501 West Pershing Road

Bureau of Electricity

2451 South Ashland Avenue

3357 West 55th Street

7800 South Oakley Avenue

320 North Clark Street

Bureau of Sanitation

7th Ward Office
9211 South Ewing Avenue

750 North Kilbourn Avenue

36th Ward Office
5605 West Grand Avenue

24th Ward Office
1817 South Pulaski Street

Chauffeur's Room

64th and State Street

6441 North Ravenswood Avenue

101st and Stony Island Avenue

Bureau of Street Operations

City Hall/Room 702

Central Loop
50 East Lower
Wacker Drive

R-9 Garage
18th and Clark Street

Bureau of Sanitation

Garage
1400 West Pershing
Road

Medill Parking Lot

Vending Machine Locations -- Current.

Woodlawn Community Health Center

Englewood Community Health Center

South Chicago Health Center

Chicago Public Health Center
3525 South Michigan Avenue

Chicago Public Health Center
3026 South California Avenue

Chicago Human Resource Center

Pilsen Community Health Center

Lee Animal Care

Sach's Clinic

M.C.D.H.
3026 South California Avenue

West Town Health Center

Fletcher Parent Child Center

Garfield Community Health Service

Lakeview Clinic

Uptown Community Health Center

King Community Service

Chicago Public Health Center
1150 West 78th Street

Chicago Alcoholic Center

Department of Aging

Altgeld Parent Child Center

Levy Center
2019 West Lawrence Avenue

Iron Clinic

Garfield Parent Child Center

Holman Community Health Center

Holman Parent Child Center

Police Department.

Area 1
5219 South Wentworth Avenue

District 021
300 East 29th Street

District 009
3501 South Lowe Avenue

District 003
71st South and South Chicago Avenue

Area 2
727 East 111th Street

Garage
727 East 111th Street

District 004
2255 East 103rd Street

District 006
819 West 85th Street

District 007
6100 South Racine Avenue

District 008
3515 West 63rd Street

District 022
1830 Monterey Avenue

District 013
937 North Wood Street

Maxwell
943 West Maxwell Street

Area 5
5555 West Grand Avenue

District 014
2138 North California Avenue

District 015
5327 West Chicago Avenue

District 016
5430 West Gale Street

District 017
4461 North Pulaski Road

Area 6
2452 West Belmont Avenue

Garage
3104 North Campbell Avenue

District 018
113 West Chicago Avenue

District 020
1940 West Foster Avenue

Public Housing:

Robert Taylor
4844 South State Street

Cabrini Green
365 West Oak Street

Steam Table Locations:

1121 South State Street
13th Floor

1300 West Jackson Boulevard, 1st floor
Vendeteria

Area 3 3900 South California Avenue	District 023 3600 North Halsted Street
Area 4 3151 West Harrison Street	District 024 6464 North Clark Street
Garage 3151 West Harrison Street	1121 South State Street, 13th Floor
District 010 2259 South Damen Avenue	Academy 1300 West Jackson Boulevard
District 012 100 South Racine Avenue	Police Gym 3540 South Normal Avenue

---

COMMITTEE ON AVIATION

AUTHORIZATION FOR EXECUTION OF AMENDED CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE BETWEEN TRANS WORLD AIRLINES, INC. AND AMERICAN AIRLINES, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance which was submitted to the Committee on Aviation for consideration from the Office of the Mayor, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance authorizing execution of an amendment to the City's consent of an assignment by T.W.A. to American Airlines of T.W.A.'s remaining facilities at O'Hare, which is transmitted herewith.

This recommendation was concurred in by all members of the committee with one dissenting vote. (Alderman Shaw)

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Vice Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- Alderman Shaw -- 1.

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

The following is said ordinance as passed:

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

WHEREAS, The City currently owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, The City and Trans World Airlines, Inc. ("T.W.A.") have entered into an Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "T.W.A. Use Agreement") pertaining to T.W.A.'s rights and privileges at the Airport; and

WHEREAS, T.W.A. desires to assign the T.W.A. Use Agreement to American Airlines, Inc. ("American") and American desires to assume the T.W.A. Use Agreement, in accordance with the terms set forth in an Assignment and Assumption of Lease between T.W.A. and American ("Assignment and Assumption of Lease"); and

WHEREAS, On April 12, 1991, the City Council of the City authorized the execution of a Consent to Assignment and Assumption of Lease ("Consent"), pursuant to which the City would, subject to certain conditions, agree to the assignment by T.W.A. and assumption by American of the T.W.A. Use Agreement; and

WHEREAS, The City now wishes to amend the Consent, such Consent, as amended, to be known as the "Amended Consent"; now, therefore,

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

SECTION 1. That the Mayor, or his proxy, subject to attestation by the City Clerk, approval of the City Comptroller and Commissioner of Aviation, and of the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City the Amended Consent, provided that the Amended Consent contains the conditions and is in substantially the form of an amended consent attached hereto as Exhibit A.

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

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

Exhibit "A".

Amended Consent To Assignment And Assumption Of Lease.

The undersigned City of Chicago ("City"), as the landlord under that certain Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 ("Lease") with Trans World Airlines, Inc. ("T.W.A."), hereby consents, subject to the conditions set forth below, to the assignment of the Lease by T.W.A. and the assumption of the Lease by American Airlines, Inc. ("American") as set forth in the Assignment and Assumption of Lease between T.W.A. and American

("Assignment") attached as Exhibit A to Ordinance O91-452, enacted by the City Council of the City on April 12, 1991. Notwithstanding any agreement between T.W.A. and American to the contrary, the City's consent to assignment and assumption of such Lease is conditioned on (1) the assumption by American of all terms and conditions of the Lease, subject to clause 5 below; (2) the assumption by American of all duties, covenants and liabilities of T.W.A. under the Lease, including but not limited to, the covenant to pay rent and all other amounts due under the Lease, and for American to make such payment directly to the Comptroller of the City, subject to clause 5 below; (3) the agreement by American that, notwithstanding the provisions of Section 4.02 and Exhibits J, J-1, J-2, K, K-1 and K-2 of the Lease, all square footage comprising the Exclusive Use Premises leased pursuant to the Lease shall be deemed to be Additional Footage for all purposes under the Amended and Restated Airport Use Agreement and Terminal Facilities Lease between American and the City ("American Lease"), as such American Lease may be amended from time to time, including without limitation, all calculations of amounts due to the City under the American Lease; (4) that, until the Facilities Closing Date, as defined in the Assignment, T.W.A. shall remain current in all its payment obligations to City under the Lease; (5) the agreement by American to pay to City those obligations of T.W.A. under the Lease which are accrued but unpaid as of the Facilities Closing Date (collectively the "T.W.A. Indebtedness") within thirty (30) days after receipt by American from City of an invoice or invoices for the T.W.A. Indebtedness, or any portion thereof; provided that American's obligation to pay the T.W.A. Indebtedness shall be subject to American receiving an invoice from City for such T.W.A. Indebtedness, or any portion thereof, within ninety (90) days after the Facilities Closing Date; and provided further, that American shall not be obligated to pay any T.W.A. Indebtedness once the aggregate amount paid by American to City on account of the T.W.A. Indebtedness exceeds Five Hundred Thousand Dollars ($500,000) (the "Liability Limit"); and provided further, that once American has paid the Liability Limit, American shall be discharged and forgiven by City for any T.W.A. Indebtedness and City shall have no recourse therefor against American or its successors or assigns; (6) the agreement by T.W.A. that it shall remain primarily liable for any obligations and all payments due to City as provided under Section 22.01 of the Lease; (7) the Facilities Closing Date occurring on or before July 12, 1991, unless the Commissioner of the Department of Aviation agrees in writing to a later date; and (8) the acknowledgement and acceptance of this Consent and of the terms contained herein by both T.W.A. and American.

T.W.A. agrees that the Lease shall be terminated as of the Facilities Closing Date or a later date acceptable to the Commissioner of the Department of Aviation, subject to City Council approval. American agrees that the American Lease shall be amended to reflect the terms of the Assignment and this Consent as of the Facilities Closing Date or a later date acceptable to the Commissioner of the Department of Aviation, subject to City Council approval.

Execution of this Amended Consent to the Assignment is authorized by Ordinance _____, passed by the City Council of the City on May 22, 1991 (Council Journal pages _____).

City of Chicago

Approved:

_____
Commissioner of Aviation

_____
Mayor

_____
Comptroller

Attest:

_____
City Clerk

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

This Consent And All Terms And Conditions Herein Are Hereby Acknowledged And Agreed To:

Trans World Airlines, Inc., Assignor

By: _____
Senior Vice President
External Affairs and
General Counsel

Attest: _____
Secretary

American Airlines, Inc., Assignee

By: _____ Attest: _____
Vice President Secretary
Corporate Real Estate

AUTHORIZATION FOR EXECUTION OF CAR RENTAL CONCESSION AGREEMENT WITH DOLLAR SYSTEMS, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance which was submitted to the Committee on Aviation for consideration from the Office of the Mayor, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith, authorizing execution of a car rental concession agreement for O'Hare Airport with Dollar Rent-A-Car.

This recommendation was concurred in by all members of the committee with one dissenting vote. (Alderman Shaw)

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Vice Chairman.

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

Yeas -- Aldermen Mazola, Preckwinkle, Bloom, Steele, Beavers, Dixon, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 41.

Nays -- Aldermen Rush, Tillman, Shaw, E. Smith -- 4.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago-O'Hare International Airport (the "Airport") and possesses the power and authority to grant certain rights and privileges with respect thereto, including awarding airport concessions; and

WHEREAS, The City entered into a concession agreement with First General Automotive, Inc. on September 24, 1980 to provide automobile rental services at the Airport under the name of Dollar Rent-A-Car; and

WHEREAS, Certain successors and/or assignees of First General Automotive, Inc., have incurred a substantial indebtedness to the City as a result of their operation of this rent-a-car concession and the non-payment of the attendant concession fees and certain city taxes; and

WHEREAS, Dollar Systems, Inc., the franchisor under whose franchise authority First General Automotive, Inc. and its successors operated this concession, desires to continue operating the above-referenced rent-a-car concession and is willing and able to provide automobile rental services and is also willing and able to pay the current indebtedness of its franchisees; and

WHEREAS, The City is desirous of having Dollar Systems, Inc. continue to operate the above-referenced rent-a-car concession and of having Dollar Systems, Inc. pay the aforementioned indebtedness of its franchisees; and

WHEREAS, Further assignment of the existing concession agreement to Dollar Systems, Inc. from the most recent assignee, Roselle Rental and Leasing-Chicago, Inc., is neither desirable nor feasible; now, therefore,

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

SECTION 1. The Mayor is authorized to execute, subject to approval of the City Comptroller and the Commissioner of Aviation and the approval of the Corporation Counsel as to form and legality, an Agreement between the City and Dollar Systems, Inc., providing for automobile rental services at Chicago-O'Hare International Airport, in substantially the form attached hereto as Exhibit A. The City Clerk is directed to attest this Agreement upon its execution.

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

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

Exhibit "A".

Airport Concession Agreement Between The City Of Chicago, A Municipal Corporation, And Dollar Systems, Inc.

This Agreement made this _____ day of _____, 1991, between the City of Chicago, a municipal corporation of the State of Illinois (sometimes hereafter referred to as "City"), and Dollar Systems, Inc., doing busines as Dollar Rent-A-Car, a _____ corporation (sometimes hereinafter referred to as "Concessionaire").

Witnesseth:

Whereas, City owns, controls and operates the Chicago O'Hare International Airport (sometimes hereinafter referred to as "Airport"), situated in the Counties of Cook and DuPage, in the State of Illinois, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

Whereas, Automobile rental services at the Airport are an integral part of the necessary accommodations for ground transportation provided for passengers arriving at and departing from the Airport in the promotion and development of air commerce and air transportation; and

Whereas, The agreement dated September 24, 1980, between the City and the Concessionaire, First General Automotive, Inc., and thereafter between the City and all subsequent assignees to said agreement, has been

terminated as a result of the abandonment of the Dollar Rent-A-Car operation at the Airport by the most recent assignee/concessionaire, Roselle Rental and Leasing-Chicago, Inc.; and

Whereas, Concessionaire desires to make said automobile rental services available at the Airport and is qualified and has the capacity for performing said services and facilities equipped for use in connection therewith and further desires to lease certain space, and to obtain certain rights and privileges with respect to the operation of a rent-a-car service at said Airport, upon the terms and conditions hereinafter provided;

Now, Therefore, For and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, the City hereby grants to Concessionaire the rights and privileges hereinafter described; Concessionaire agrees to assume the duties, responsibilities and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors and assigns, agree as follows:

Article I.

Contents Of Agreement -- Term.

A. This Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not herein set forth.

B. The term of this Agreement shall commence on November 16, 1990 and shall end on the 23rd day of February, 1992, unless said term shall be sooner terminated pursuant to provisions hereinafter set forth.

Article II.

Definition Of Terms.

A. "Commissioner of Aviation" means the head of the Department of Aviation of the City of Chicago, having management and control of the design, operation and maintenance of all airports owned or operated by the City.

B. "Commissioner of Public Works" means the head of the Department of Public Works of the City of Chicago, having management and control of

all public places and property of the City of Chicago, as more specifically set forth within the Municipal Code of Chicago.

C. "Concessionaire" means any natural person, partnership, corporation, company or other legal entity, who or which owns, controls, manages and engages in the business of automobile rental services upon the Airport pursuant to a written agreement between such Concessionaire and the City.

D. "Gross Receipts" means time and mileage charges paid or payable to Concessionaire for rental of automobiles at Airport by Concessionaire herein whether received by cash or by credit, regardless of when, where or through whom the order therefore is received including all revenue derived by Concessionaire of any type arising out of or in connection with Concessionaire's operation of the Airport and for exchanges whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty miles from said Airport. "Gross Receipts", however, shall not include any federal, state or municipal sales or other similar taxes which are separately stated and collected from customers of Concessionaire now or hereafter levied or imposed; nor sums received as insurance proceeds or otherwise for damages to automobiles or other property of Concessionaire, except as hereinafter provided, or for loss, conversion or abandonment of such automobile, nor any sums received from customers of Concessionaire separately billed as additional charges for the waiver by Concessionaire of its rights to recover damages sustained by the rented vehicle from its customers; nor any sums received from customers of Concessionaire as inter-city service fees.

Article III.

Assignment Or Transfer.

Except with respect to its wholly owned subsidiary or its parent corporation, Dollar Systems, Inc., a _____corporation, Concessionaire shall not assign, sublet or transfer this Agreement, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of any act hereunder by any independent contractors, unless otherwise expressly provided herein, without prior written approval signed by the Commissioner of Aviation after authorization for said approval shall have been obtained by action of the City Council of the City of Chicago.

Concessionaire shall give written notice of its intention to assign, sublet or transfer its rights and privileges hereunder, by registered mail, to the City Council, the Corporation Counsel and Commissioner of Aviation. Approval or disapproval of said assignment, sublease or transfer shall not be

unreasonably withheld by the City Council or Commissioner of Aviation and approval shall be inferred if the City Council and Commissioner of Aviation do not act within ninety (90) days after receipt of said notice from Concessionaire.

If Concessionaire is a partnership or corporation or legal entity other than a natural person, any change in control of said entity during the term hereof shall be deemed a transfer for the purposes of this Agreement, subject to the foregoing provisions. In the event Concessionaire fails to secure express or implied approval of said agreement, sublease or transfer, as provided herein, the City may, at its option, determine and declare such change as a breach of this Agreement and take immediate possession of the demised premises hereinafter described; however, said option may not be exercised unreasonably by the City nor without good and sufficient cause. It is understood and agreed by and between the City and Concessionaire that nothing contained in this Agreement is intended or shall be construed as in any way creating or establishing or maintaining the relationship of agency, co-partnership or joint venturers between the parties hereto.

Article IV.

Operating Rights.

The City grants to Concessionaire a non-exclusive privilege, in common with others that the City may from time to time authorize, to operate a rent-a-car business on, upon and from the Airport, and for no other purpose whatsoever; provided, however, that the City will not grant to any other individual, firm or corporation, a privilege to conduct a rent-a-car business on, upon and from the Airport under terms more favorable to such other individual, firm or corporation than those contained herein, including the minimum guaranty, percentage fee, space rental and performance bond requirements, or more favorable counter space locations.

Article V.

Demised Premises.

The City in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Concessionaire does hereby demise and lease to Concessionaire the following areas, all of which Concessionaire accepts, at Chicago O'Hare International Airport, described as Automobile Rental Counter Areas:

1) Space 2B23-L1, consisting of approximately 160 square feet in Terminal Building II as indicated in (Sub)Exhibit "A", which is attached hereto and made a part hereof;

2) Space 3B23-L1, consisting of approximately 160 square feet in Terminal Building III as indicated in (Sub)Exhibit "B", which is attached hereto and made a part hereof;

3) Space 3C23-L2, consisting of approximately 50 square feet in Terminal Building III as indicated in (Sub)Exhibit "C", which is attached hereto and made a part hereof;

4) Space 1B23-L1, consisting of approximately 107.5 square feet in Terminal Building I as indicated in (Sub)Exhibit "D".

Article VI.

Concession Fees -- Minimum Guarantee -- Rental Commitment.

Concessionaire agrees to pay the City for the privileges and authority hereinabove described and set forth under the terms and conditions contained in this Article.

A. Concession Fees and Minimum Guarantee -- Concessionaire agrees to compensate the City for the privileges and authority to operate its rent-a-car business on, upon and from the Airport in an amount equal to either (1) ten percent (10%) of Concessionaire's gross receipts as defined in Article II, Section D of this Agreement, or (2) an annual minimum guarantee hereinafter set forth in this Article VI, Section A, whichever is greater, for each contract year. The period from November 16, 1990 through November 15, 1991, for the purpose of this Agreement, shall be considered the first contract year. The subsequent and final contract period under the Agreement shall begin on the 16th day of November, 1991 and end on the 23rd day of the following February, 1992. The minimum guarantee for said first contract period/year shall be One Hundred Thousand and no/100 Dollars ($100,000.00), and shall be prorated for the second contract period terminating on February 23, 1992.

B. Adjustment of Minimum Guarantee -- The minimum guarantee for the second contract period shall be adjusted in direct proportion to the percentage increase or decrease, as the case may be, in the aggregate amount of fees paid to City by all Airport rent-a-car concessionaires on account of the Airport rentals made during the

immediate preceding twelve (12) month period, compared with such aggregate fees paid on account of Airport rentals made during the twelve (12) month period to such preceding contract year; provided, however, that in no event shall the minimum guarantee for any contract year be less than One Hundred Thousand and no/100 Dollars ($100,000.00). The annual minimum guarantee for any contract year shall be prorated when this Agreement is not in effect during the full year because of the commencement or termination of this Agreement during such year. This Article does not supersede rights granted to Concessionaire in Article IV hereof.

C. Date of Payments of Concession Fees or Minimum Guarantee -- Payments of amounts due from Concessionaire of concession fees or minimum guarantee under this Article VI shall be on a monthly basis and shall be paid on or before the 20th day of the month succeeding each and every calendar month of the term or portion hereof, for the operation of the preceding month. Said monthly payments are to be in those amounts which (a) will bring to the City total payments for that part of the contract year ending with the last day of the month for which payment is being made of either ten percent (10%) of gross receipts for the contract year to such date, or (b) the proportionate part of the annual minimum guarantee is allocable to the part of the year which has elapsed by such date, whichever amount is higher. Each monthly payment shall be accompanied by a report to the City, in duplicate, showing Concessionaire's gross receipts for said month and cumulative gross receipts for the contract year to and including said month. All payments and reports of receipts hereunder shall be made to the Office of the Comptroller of the City of Chicago, with a copy of each report to be sent to the Commissioner of Aviation.

D. Rental Commitment -- Concessionaire agrees to compensate the City for the premises demised herein certain rent payable in advance, in monthly installments, on the first day of each month or a portion thereof, during the term of this Agreement, as follows:

1. As rental for counter space hereinabove described in Article, Section A, Concessionaire shall pay to the City the sum of one-twelfth of the annual rental due predicated on an annual rental rate of Six Dollars and Fifty Cents ($6.50) per square foot, which amount shall be in addition to all other sums provided in this Agreement.

2. All rental payment hereunder shall be made to the City at the Office of the Comptroller of the City of Chicago.

E. Books, Records and Audits -- Concessionaire shall maintain at its office in Chicago or make available in Chicago: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operation at the airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Concessionaire in connection with its operation hereunder.

Within one hundred twenty (120) days of the signing of this Agreement, Concessionaire shall furnish the City with a written statement indicating Concessionaire's election to report either on a calendar year or fiscal year basis; such letter shall explain the Concessionaire's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Concessionaire will provide the City with a "Statement of Sales and Rents" representing sales and rents by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Concessionaire must inform the City of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Lessor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accounts, have examined the accompanying statement of sales and rents reported to the City of Chicago by Dollar Systems, Inc., doing business as Dollar Rent-A-Car Company for the year ended _____ relating to the Rent-A-Car concession operations at Chicago O'Hare International Airport pursuant to a lease between the City of Chicago and Dollar Systems, Inc., doing business as Dollar Rent-A-Car Company dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and rents shows gross sales of _____ and total rents of _____ presents fairly the amount of gross sales and rentals, as defined in the lease, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditioned in any manner, the City Comptroller has the right to cause an audit to be performed at Concessionaire's expense.

Concessionaire shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time require.

Article VII.

Conduct Of Operations.

A. Schedule of Rates -- Prior to furnishing any rent-a-car services to the public under this Agreement, Concessionaire shall prepare and submit to the Commissioner of Aviation all schedules or rates for said services and discounts and rebates therefrom. Any changes thereafter made in these schedules shall be similarly submitted to the Commissioner of Aviation.

B. Operation of Concessionaire's Business -- Concessionaire, its employees, invitees, and those doing business with it, shall conduct its operations and business with the Airport in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport or the Terminal Building or other buildings in which it may be located. Solicitation of business shall be conducted only from the counter space demised in this Agreement and by means of signs only as may be authorized by the Commissioner of Aviation, and in no other manner whatsoever. No signs, posters or other similar devices shall be erected, displayed or maintained by Concessionaire within view of the general public without the advance written approval of the Commissioner of Aviation and any such signs, posters or other similar devices not approved by him may be removed at the expense of the Concessionaire. The City shall have the right of complaint to Concessionaire as to the demeanor, conduct or appearance of Concessionaire's employees, invitees and those doing business with it, whereupon Concessionaire hereby agrees to take all steps necessary to remove the cause of complaint. Concessionaire shall conduct its operations within the Airport in such manner as shall reduce to a minimum the emanation of noise, vibration, dust, fumes and odors, so as not to interfere with the use of adjacent areas on the Airport.

C. Quality and Standard of Service -- Concessionaire hereby covenants and agrees:

1. To furnish good, prompt and efficient service, adequate to meet all reasonable demands for automobile rental service at the Airport, at a fair and reasonable basis.

2. To make rental automobiles available of a current model year (not more than twenty-four (24) months old), which shall be maintained at Concessionaire's sole expense in good operative order, free from mechanical defects, and in clean, neat and attractive condition, both inside and outside.

3. To keep open the facilities demised to it hereunder for such periods during each day or such days during each week as may be necessary to meet reasonable demands for said services and to properly and adequately serve the public, as determined by the Commissioner of Aviation.

4. To require all personnel rendering service for Concessionaire at the Airport to be neatly and cleanly dressed at all times and to prevent said personnel from conducting business in a loud, noisy, boisterous, offensive or objectionable manner.

5. To observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, Counties of Cook and DuPage, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport, now in effect or hereafter promulgated.

6. To meet all expenses in connection with the use of the premises demised hereto and the rights and privileges herein granted, including but not limited to the payment of taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or improvements at any time situated thereon.

7. To furnish, install, operate and maintain the installation provided hereunder and to keep the same, as well as the premises made available to it, and all furniture, fixtures and equipment installed therein and thereon, in good order, condition and repair, and upon termination of this Agreement, to deliver up said premises to the City in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty excepted.

8. To respond in writing to complaints registered by the Commissioner of Aviation or Superintendent of Police with respect to violations of traffic regulations committed in the course of Concessionaire's business by Concessionaire's agents, employees, invitees and licensees, setting forth such action as has been taken or is immediately contemplated to remedy said violations.

D. Solicitation of Business by Others -- Upon receipt of written request from Concessionaire, the Commissioner of Aviation agrees to take such appropriate action within his authority to protect the rights and privileges demised and granted to Concessionaire under this Agreement. The Commissioner of Aviation will not authorize or permit the transaction of any car rental business on the Airport premises by persons or organizations other than Airport rent-a-car concessionaires, said business including, but not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address systems or direct telephone lines to premises located off Airport property.

Article VIII.

Inspection Of Demised Premises.

The City shall have the right at all reasonable times, and as often as it deems necessary, to inspect the demised premises and (without any obligation so to do) to enter thereon and to direct Concessionaire to make such repairs as may be necessary and, in the event of emergency, to take such action therein as may be required for the protection of persons or property.

Article IX.

Removal Of Property.

Upon termination of this Agreement by lapse of time, or otherwise, Concessionaire shall promptly remove from the demised premises, upon demand in writing of the City so to do, all of its display signs, counters, and other equipment and trade fixtures, and shall promptly repair any damage to the premises caused thereby, clean up remaining debris and leave said premises in a safe, sanitary, and sightly condition. Concessionaire's failure to remove such personal property or trade fixtures shall not constitute

Concessionaire a hold-over, except that all such property not removed within thirty (30) days after Concessionaire has removed personal property or trade fixtures shall thereupon become the sole and exclusive property of the City.

Article X.

Liability Of City.

The City shall not be liable to Concessionaire for any injury, or death of any person, or for any damage to any property by the City or any of its officers, agents or employees in the operation and maintenance of said Airport or for navigating any aircraft over said Airport, whether such injury, death or damage is due to negligence or otherwise, and all claims for any such injury, death or damage against the City are hereby expressly waived by Concessionaire.

Article XI.

Indemnification.

Concessionaire agrees, at its own expense, to defend, indemnify, save and hold harmless City, its officers, employees and agents, from and against all liability or loss for injuries to or deaths of persons or damage to property caused by any act or omission to act of, or use or occupancy of the leased premises by Concessionaire to use the leased premises or any portion thereof, or as a result of any of their or Concessionaire's operations or other activities at the Airport, regardless of whether said operations or other activities are on or off the leased premises. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers, management personnel or department heads which in any way reasonably appears to affect or which might affect either party hereto, and both shall have the right to participate in the defense of the same to the extent of its own interest. In the event City shall elect to so defend, such defense shall not be deemed a waiver by City of any of its rights against Concessionaire under the foregoing indemnification provisions.

Article XII.

Insurance.

Concessionaire shall obtain and maintain continuously in effect at all times during the term hereof, at Concessionaire's sole expense, general liability insurance approved by the Comptroller of the City of Chicago protecting City against liability by reason of Concessionaire's wrongful conduct or failure to act incident to the use of the premises or resulting from any accidents occurring on or about the roads, driveways or other public places used by Concessionaire, its sublessees, licensees, invitees, or others authorized by Concessionaire, to act hereunder, caused or arising out of any of their wrongful acts or omissions. Such insurance shall name City as an additional assured. Concessionaire shall also, without cost to City obtain and maintain during the term hereof automobile liability insurance in accordance with the terms and conditions of Concessionaire's automobile rental agreement, covering the operation of rental automobiles hereunder. All such general liability insurance and automobile liability insurance shall provide liability limits of not less than One Hundred Thousand Dollars ($100,000.00) for personal injury to or death of any one person in any one accident, Three Hundred Thousand Dollars ($300,000.00) for personal injury to or death of two (2) or more persons in any one accident, and Twenty-five Thousand Dollars ($25,000.00) for damage to property in any one accident. Concessionaire shall file with the Comptroller of the City of Chicago certificates evidencing all such insurance. City agrees to notify Concessionaire in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which City has knowledge, and to cooperate with Concessionaire in the investigation and defense thereof.

Article XIII.

Parking Of Vehicles.

Concessionaire, its employees, invitees and those doing business with it, shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned to Concessionaire pursuant to this Agreement, except in the Airport Terminal Area Public Parking Lot and upon payment of regular charges therefor or any duly designated lot.

Article XIV.

Application Of Other Agreements.

This Agreement is subject to the provisions of Article XI, paragraph 4 of that certain Agreement entitled "1959 Airport Use Agreement" and to Article VI, Section 6.04 of that certain Agreement entitled "1959 Lease of Terminal Facilities" and to such other provisions of said related agreements as may be pertinent and as entered into between the City and the scheduled airlines governing the use and operation of the Airport.

Article XV.

Concessionaire's Performance Bond.

A. Construction Performance Bond -- Before commencing any construction authorized under this Agreement,Concessionaire shall deliver to the City at the Office of the Comptroller of the City of Chicago a Performance Bond approved by said Comptroller and the Corporation Counsel substantially similar in form to "Contractor's Performance Bond" Form P.O.W. 62, a specimen copy of which is bound herein. Said Performance Bond shall be in an amount equal to the cost of construction herein authorized.

B. Minimum Guarantee Performance Bond -- Concessionaire shall deliver to the City and City shall hold during the term of this Agreement an approved Government Bond payable to bearer or the City of Chicago or, in lieu thereof, a Performance Bond approved by the Comptroller of the City of Chicago and the Corporation Counsel in an amount equal to its annual minimum guarantee as herein set forth, but said bond shall not be required to exceed Three Hundred Thousand Dollars ($300,000.00) per annum. Any interest on any bond shall accrue and be paid to Concessionaire.

Article XVI.

Equal Opportunity.

Concessionaire, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of

the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice.

Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex or national origin. Such shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Concessionaire further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Sec. 200d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Sec. 6101, et seq.; and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly the Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Secs. 881 -- 887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Secs. 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Secs. 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Concessionaire and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Nondiscrimination In The Use Of The Premises By Concessionaire.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired and improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which services the public.

Concessionaire, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Concessionaire shall use the premises in compliance with all other requirements imposed by, or pursuant to the Department of Transportation regulations.

In the event of the breach of any of the above nondiscrimination covenants, the City of Chicago shall have the right to terminate this agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

Affirmative Action.

Concessionaire, assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XVII.

Termination Of Agreement.

A. Termination by City or Concessionaire -- This Agreement may be terminated in its entirety by the City or by Concessionaire by giving to either of said parties sixty (60) days advance written notice if either party, or both parties, shall have defaulted in the performance of any material promise, covenant or agreement required to be performed by either party, or both, and the failure of either party, or both, to remedy such default or take prompt action

to remedy such default within a period of sixty (60) days after receipt of written notice from the complaining party to remedy said default.

B. Termination by City -- The City shall have the right to terminate this Agreement in its entirety immediately upon the occurrence of one or more of the following circumstances:

1. The filing by Concessionaire of any voluntary petition in bankruptcy, or a petition seeking to reorganize, or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any similar State laws, or if Concessionaire shall make a general assignment for the benefit of creditors.

2. The filing of an involuntary petition in bankruptcy against Concessionaire in which the appointment of a receiver, trustee or liquidator of the property of the Concessionaire is ordered by a court of competent jurisdiction, and such appointment is not vacated within thirty (30) days.

3. The abandonment or discontinuance of operation by Concessionaire of the automobile rental service at the Airport for a period of sixty (60) days.

4. The failure of Concessionaire to pay the concession fees or proportionate minimum guarantee fees, or rent charges or other money payments required by this Agreement, and such failure shall not be remedied within thirty (30) days following receipts by Concessionaire of written demand from the City to do so.

C. Waiver of Default -- No waiver of default of any of the promises, covenants or agreements to be performed, kept and observed by the parties under this Agreement shall be construed or act as a waiver of any subsequent default of any such promise, covenant or agreement.

D. Termination by Concessionaire -- Concessionaire shall have the right to terminate this Agreement in its entirety immediately upon the occurrence of one or more of the following circumstances:

1. The issuance by any court of competent jurisdiction of an injunction, order or decree preventing or restraining or limiting in any substantial way the operation by

Concessionaire of its automobile rental business at the Airport, or the use by Concessionaire of all or any substantial part of the demised premises, or preventing or restraining the use of the Airport which injunction, order or decree has remained in full force and effect for a period of ninety (90) consecutive days.

2. The total or extensive destruction of fixed improvements placed upon the demised premises making it impractical or uneconomical to restore same to their previous condition. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned equitably between the City and Concessionaire, with the Concessionaire first receiving the unamortized balance of its cost for said fixed improvements. If the damage shall result from an insurable cause and shall be of such an extent that said fixed improvements can be restored to an acceptable condition within a reasonable time, the Concessionaire shall restore the same with reasonable promptness and shall be entitled to receive and apply the entire proceeds of any insurance covering said loss to said restoration, in which event this Agreement shall not be cancelled but shall continue in full force and effect, and in such case any excess of insurance proceeds over and above the cost of complete restoration thereof shall belong to Concessionaire.

E. Curtailment of Airport and Motor Vehicle Use -- In the event all or a material portion of the Airport or Airport facilities shall be destroyed; or in the event that any agency or instrumentality of the United States Government or any State or Local Government shall occupy the Airport or a substantial portion thereof; or in the event of military mobilization, insurrection, labor dispute, massive civil disorders or public emergency wherein there shall be a curtailment of normal airline traffic at the Airport of the use of motor vehicles or airplanes by the general public, either by reason of executive decree or legislative action; or in the event there is a limitation of the supply of automobiles or automotive fuel, supplies or parts for general public use; and if the above and foregoing event shall result in material interference with Concessionaire's normal business operations or in a substantial diminution of Concessionaire's gross revenue from its automobile rental concession at the Airport, which shall continue for a period in excess of thirty (30) days, then, upon sixty (60) days advance written notice to the City, Concessionaire shall have the right to terminate this Agreement.

F. Diminution of Airline Passenger Traffic -- If, during any year of this Agreement, the scheduled airline passengers traffic enplaning at the Airport falls below thirty percent (30%) of the scheduled airline passengers enplaning at Airports serving the Greater Chicago Area for a period of six (6) consecutive months as compared to the immediately preceding six (6) consecutive months, Concessionaire shall have the right to terminate this Agreement by giving the City six (6) months advance written notice. For the purpose of this Article XVII, Section F only, the Greater Chicago Area shall mean that area having a radius of thirty-five (35) miles from the intersection of State and Madison Streets in the City of Chicago.

Article XVIII.

Reimbursement Requirements.

Concessionaire shall be required to reimburse three other City concessionaires, namely, National Car Rental System, Inc., Hertz Corporation and Avis Rent-A-Car System, Inc., for Concessionaire's pro rata share of the unamortized cost of construction of the service roadway adjacent to Concessionaire's site, as shown on (Sub)Exhibit E attached hereto and by this reference made a part hereof. Such reimbursement shall begin accruing the day Concessionaire begins use of the service roadway and shall continue through February 23, 1992. Concessionaire's pro rata share shall be based upon the number of lineal feet of space adjoining said roadway which it occupies, compared to the total lineal feet occupied by all other concessionaires, but Concessionaire's pro rata share shall not exceed 27.3% of the total unamortized cost. Each original contributor, National Car Rental System, Inc., Hertz Corporation and Avis Rent-A-Car System, Inc., is to receive the same percentage of the reimbursement sum that each paid for the construction of the service road.

Article XIX.

Outer Area Automobile Service Facility.

Outer Area Automobile Service Facility -- Concessionaire shall have the right and privilege but not the obligation to construct and maintain an Outer Area Automobile Service Facility consisting of the area set forth in the following subparagraphs and as shown on (Sub)Exhibit F attached hereto and by this reference made a part hereof:

1. Permanent Service Area B -- Concessionaire shall have the right and privilege of using a service area for the maintenance, servicing, parking and storage of its vehicles consisting of approximately 100,000 square feet as described more particularly on Exhibit E attached hereto and made a part hereof. The exact square footage is subject to verification by certified survey to be provided by the Concessionaire at its expense, if the parties are unable to reach agreement regarding the total square footage utilized. Concessionaire agrees to compensate the City for these premises, with annual rental due predicated on an annual rental rate of forty-five cents ($.45) per square foot, payable in advance, in monthly installments, on the first day of each month during the term of this Agreement. This amount shall be in addition to all other sums provided in this Agreement.

2. Buildings, Structures and Improvements -- Concessionaire shall, at its own cost and expense, erect and install within said Service Area B buildings, structures and improvements for its use in maintenance, servicing, parking and storage of its vehicles and said structures and improvements shall include, but are not limited to, fencing, lighting and paving; provided, however, that no construction or improvement shall be commenced until plans and specifications for construction have been approved by the Commissioner of Aviation and the Commissioner of Public Works. Concessionaire shall promptly secure all necessary permits and licenses therefor as required by the Municipal Code of Chicago at Concessionaire's own cost and expense. Plans and specifications for said buildings, structures and improvements shall be submitted by Concessionaire to said Commissioners within three (3) months after the effective date of this Amendment, and construction shall commence within sixty (60) days following said approval and the issuance of all necessary permits and licenses with a completion date thereof to be no later than six (6) months after construction begins; provided, however, that if construction is delayed at any time in the progress of the work by an Act of God, or by strikes, lockouts, fire, unusual delays in transportation or by circumstances caused by a national emergency, or by war, or other circumstances beyond the control of Concessionaire, then the time for completion shall be extended for such reasonable period as the Commissioner of Public Works may determine. No such extension shall be made for delay in the absence of written notice by Concessionaire to the Commissioner of Public Works within thirty (30) days after the cause of said delay has occurred.

3. Regulation of Construction -- During the period of construction of any buildings, structures or other improvements, all construction work, workmanship, materials and installation involved or incidental thereto shall be subject at all times to inspection by the City. Concessionaire shall give or cause to be given to the

Commissioner of Aviation and the Commissioner of Public Works advance notice in writing before any new work is commenced and shall provide and shall cause its contractors and subcontractors to provide reasonable and necessary facilities for inspection. Concessionaire shall pay reasonable costs for review of plans and specifications, for inspections, and for other related engineering services performed by the City, upon being billed therefor by the City. Concessionaire shall cause all construction work, workmanship, materials and installation to be in full compliance with its plans and specifications and with applicable provisions of the Municipal Code of Chicago. Notwithstanding any provisions herein to the contrary, Concessionaire and the Commissioner of Aviation may agree on temporary improvements to be constructed on the service area.

4. Title to Fixed Improvements -- Title to all fixed improvements erected or installed by Concessionaire in or upon the demised premises shall vest in the City upon completion of building, structure and other improvement construction, including all buildings and other structures erected upon the premises including all fencing, all grading and surfacing with stone and hardtop, all underground and overhead wires, cables, pipes, conduits, tanks and drains, and all property of every kind and nature; provided, however, that trade fixtures which are attached to any building or structure or to the premises and which may be removed without material damage to the property, building or structure to which they may be attached may be removed. Trade fixtures shall include, but are not necessarily limited to: signs, electrical or otherwise, used to advertise Concessionaire's business in and about the demised premises; machinery and equipment used in connection with the servicing of its vehicles in or about the demised premises and such lifts, hoists, compressors or other mechanical devices used to service vehicles which are not embedded or permanently annexed to the realty, structure or building; and such other miscellaneous equipment as is not embedded or permanently annexed to the realty, structure or building. Concessionaire may install, maintain, operate, repair and replace such trade fixtures and other personal property useful in connection with its operations in the Airport, which shall be and remain the property of Concessionaire and which may be removed by it prior to or within a reasonable time after the expiration or termination of this Agreement; provided further, however, that Concessionaire shall repair any damage to the premises caused by such removal.

5. Removal of Permanent Service Area B -- In the event that Service Area B herein demised is required for Airport development and expansion purposes other than rental pursuant to this Agreement, the Commissioner of Aviation upon one hundred eighty (180) days

advance notice may direct the Concessionaire to vacate Service Area B. In such case, the City will pay to Concessionaire within ninety (90) days after Concessionaire's removal therefrom the unamortized portion of the cost of the fixed improvements constructed and installed within said Service Area B as described in paragraph 2 of this Article XIX, including architects' and engineers' fees, cost of plans and specifications and other incidental costs. Such amortization shall be computed upon a straight-line basis, without interest, covering the period from the completion date of said improvements to the expiration date of this lease; provided further, that the Commissioner of Aviation will offer to the Concessionaire a suitable substitute site at the same unit rate if, and to the extent that, the Commissioner of Aviation in his sole judgment determines such area to be available.

6. Cost of Fixed Improvements -- Concessionaire shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Concessionaire, showing the total cost of the fixed improvements, as described herein, installed and established upon and in Service Area B, including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, within sixty (60) days after the completion of the construction thereof, and shall if requested by the Commissioner of Public Works, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Concessionaire in writing within sixty (60) days after its receipt whether said itemized statement and supporting invoices or other records meet with his approval, or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown therein unless disputed in writing by the City within sixty (60) days following receipt thereof. Upon approval by the Commissioner of Public Works, said costs shall constitute the basis for the amortization, described in paragraph 7 of this Article XIX; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Concessionaire within such sixty (60) day period. The books and records of the Concessionaire shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

7. Amortization of Fixed Improvements -- Notwithstanding any other language in this Agreement to the contrary, in the event this Agreement is terminated prior to the full term set forth in Article I, Section B hereof, City, within ninety (90) days after the effective date of said termination, will pay to Concessionaire the unamortized portion of Concessionaire's cost of the permanent or temporary structures and improvements constructed and installed on the Airport pursuant to this Agreement. Such amortization

shall be computed on a straight-line cost basis over the period from the completion of said improvements to the expiration date of the initial term hereof.

8. F.A.A. Navigational Aids -- In the development and use of its demised premises, Concessionaire agrees to abide by the requirements of the Federal Aviation Administration in furnishing proper protection for and access to any and all navigational aids which are presently or might in the future have to be located within the demised premises. The actual land upon which such F.A.A. installations are located, however, are not to be included in Concessionaire's demised premises.

Article XX.

Notices.

Notices to the City provided under this Agreement may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation or to the Office of the Comptroller, Room 501, City Hall; or to the Corporation Counsel of Chicago, Room 511, City Hall, Chicago, Illinois 60602, as appropriate in the circumstances. Notices to Concessionaire provided under this Agreement may be sent by registered mail, postage prepaid, addressed to Concessionaire at _____ or in either case to such other respective parties and at such address as the parties hereto may designate in writing from time to time. Such notices shall be deemed to have been given when deposited in any United States Post Office.

Article XXI.

Quiet Possession.

Throughout the term hereof, Concessionaire may have, hold and enjoy quiet and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by Concessionaire of its obligations herein and subject to any of the terms and conditions of this Agreement.

Article XXII.

City Council Approval.

Execution of this Agreement was authorized by the City Council of the City of Chicago by ordinance adopted on the _____ day of _____, A.D., Council Journal pages _____, which date shall be deemed the commencement date of the term hereof.

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

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

By: _____

Attest:

_____
City Clerk

Approved:

_____
City Comptroller

_____
Commissioner of Aviation

Approved As To Form And Legality:

_____
Corporation Counsel

Attest:

_____
Assistant Secretary

_____

By: _____
President

(In the event that this Agreement is executed by an officer other than the president, attach hereto a certified copy of that section of the corporate bylaws or other authorization by the corporation which permits said signatory to execute the Agreement for the corporation.)

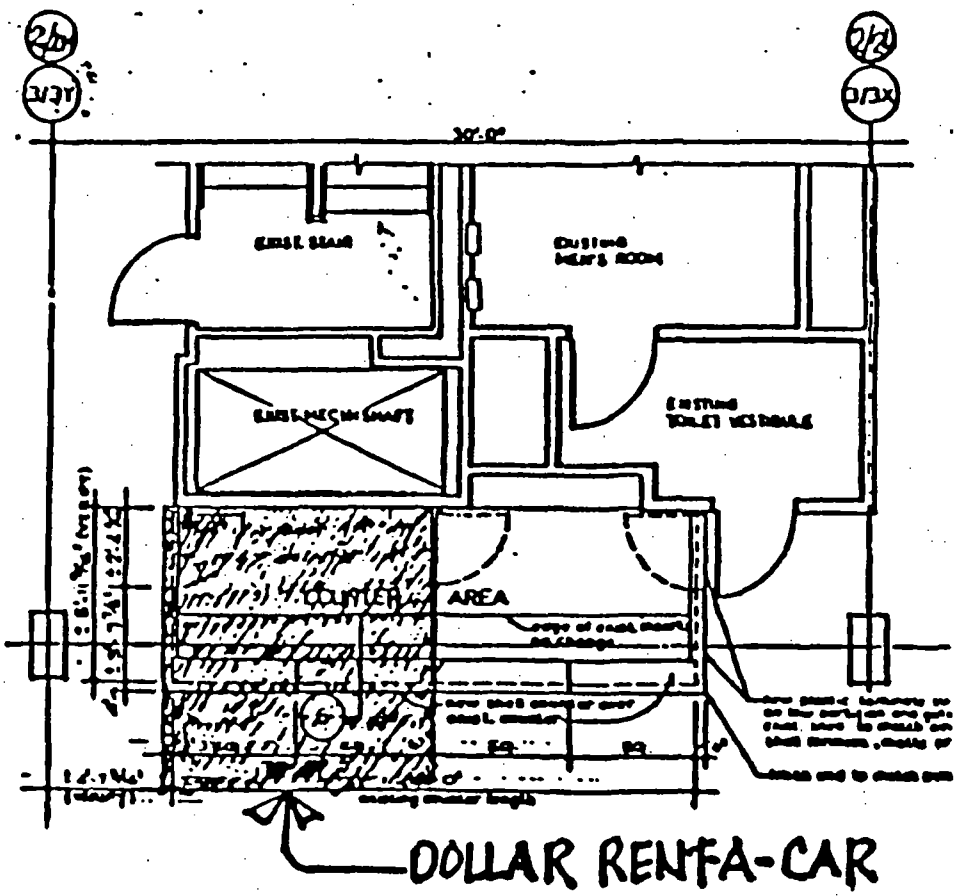
[Specimen Copy of Contractors Performance Bond referred to in this Concession License Agreement unavailable at time of printing.]

[(Sub)Exhibits "A" through "F" attached to this Concession License Agreement printed on pages 565 through 570 of this Journal.]

(Sub)Exhibit "A".

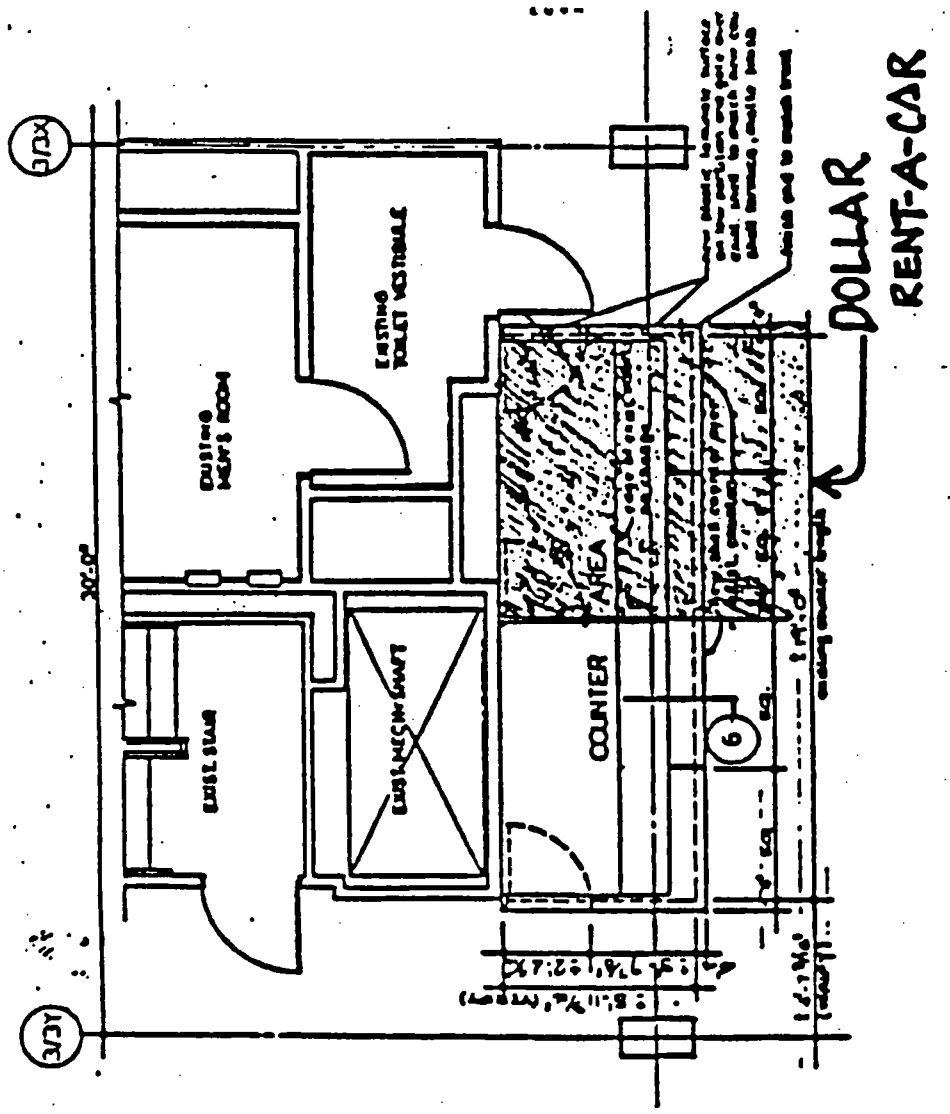
DOLLAR RENT-A-CAR

CHICAGO O'HARE INTERNATIONAL AIRPORT



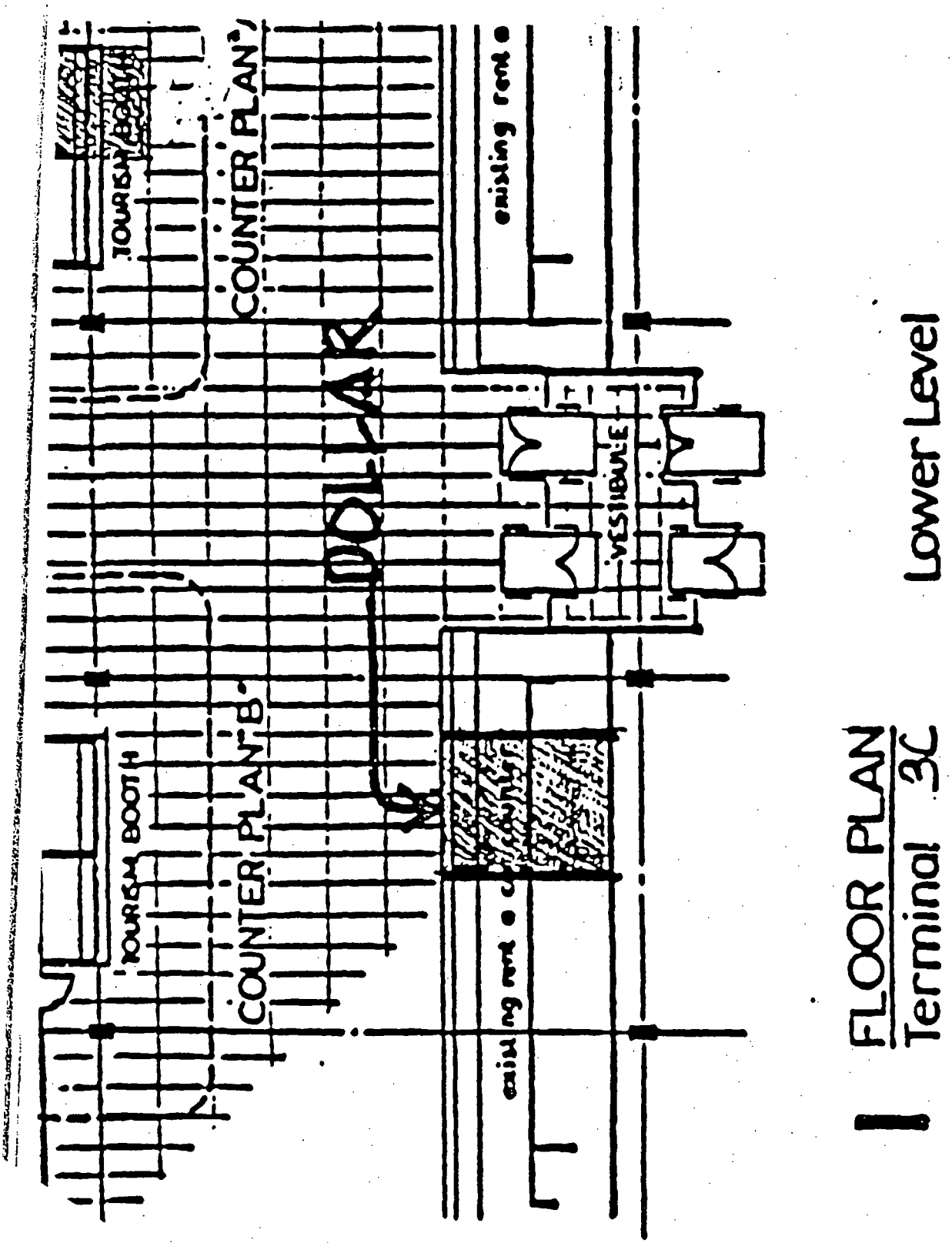
2 TYPICAL COUNTER

(Sub)Exhibit "B".

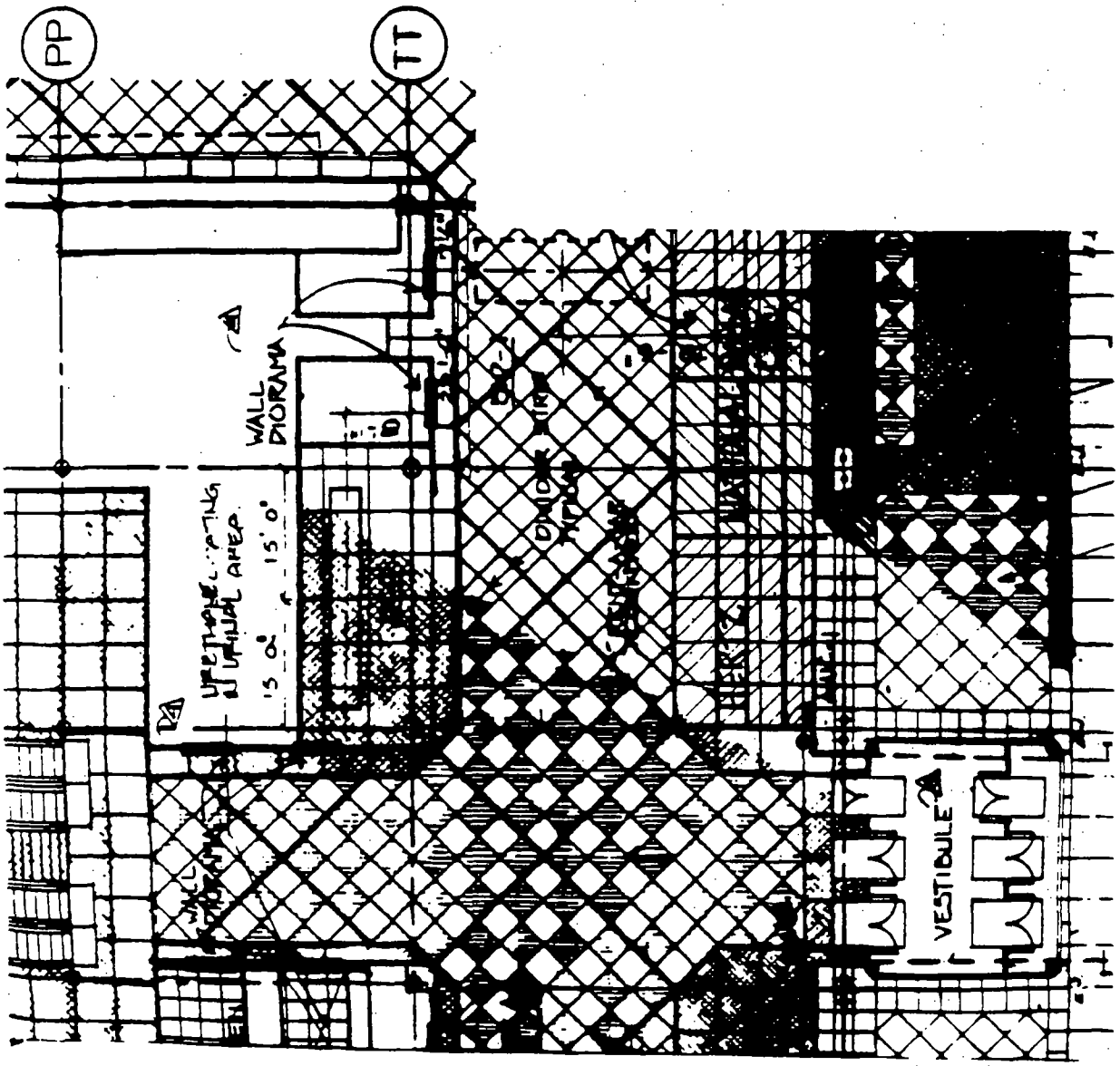


2 TYPICAL COUNTER
TERMINAL 3

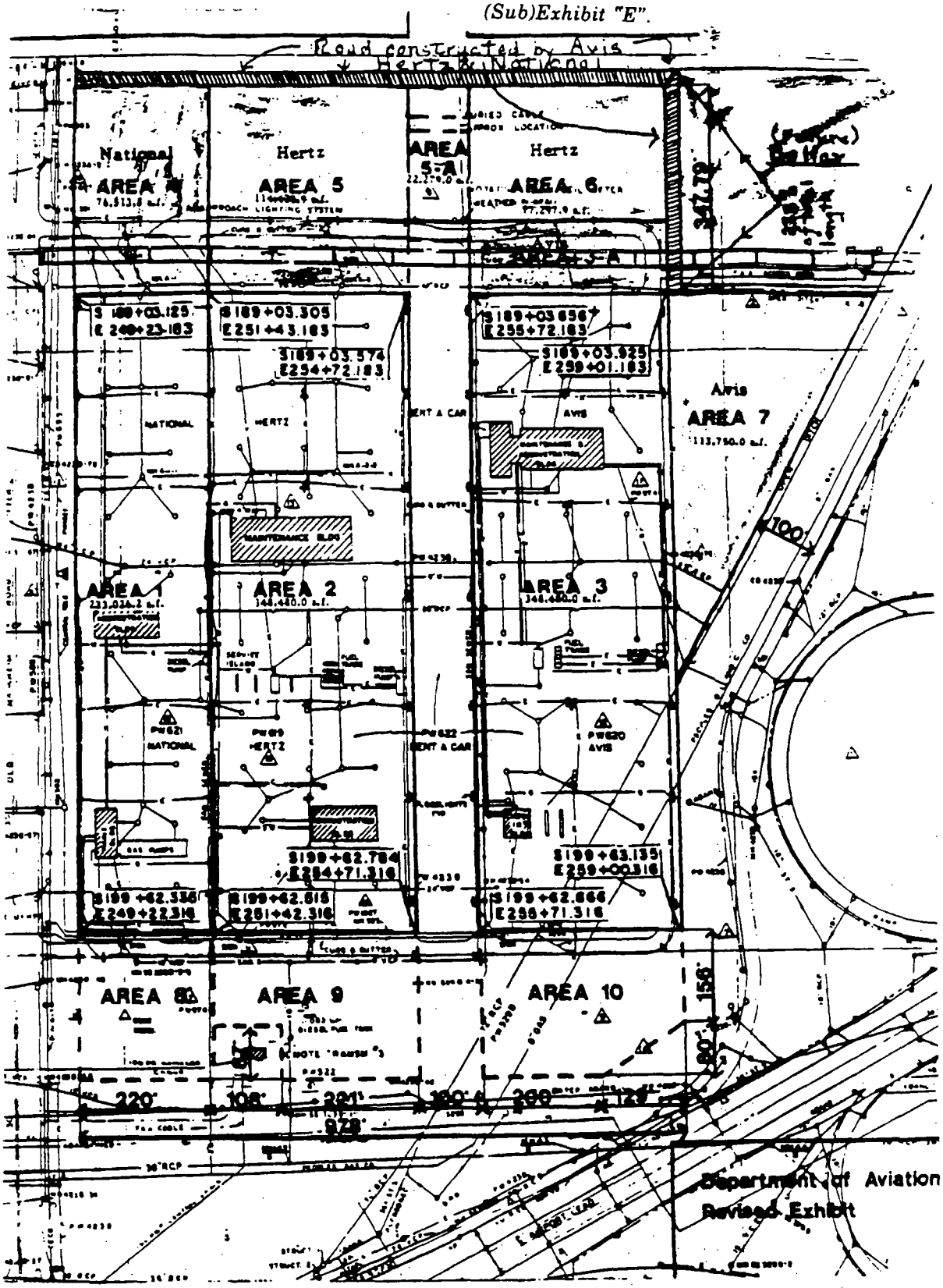
(Sub)Exhibit "C".



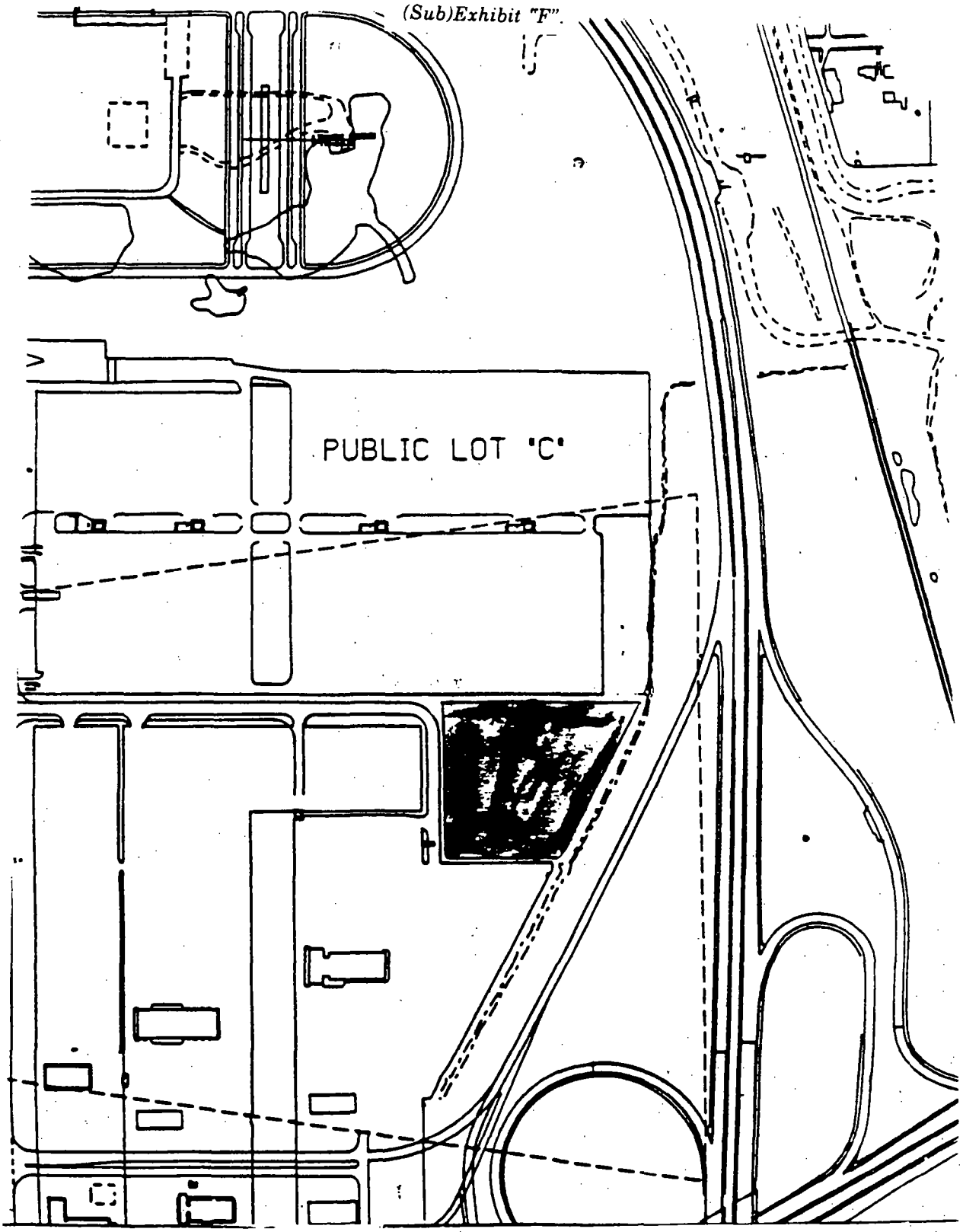
(Sub)Exhibit "D".



(Sub)Exhibit "E".



(Sub)Exhibit "F".



AUTHORIZATION FOR EXECUTION OF CAR RENTAL CONCESSION AGREEMENT WITH DOLLAR SYSTEMS, INC. AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance which was submitted to the Committee on Aviation for consideration from the Office of the Mayor, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith authorizing execution of a car rental concession agreement for Midway Airport with Dollar Rent-A-Car.

This recommendation was concurred in by all members of the committee with one dissenting vote. Alderman Shaw.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Vice Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- Alderman Shaw -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago Midway Airport (the "Airport") and possesses the power and authority to grant certain rights and privileges with respect thereto, including awarding airport concessions; and

WHEREAS, The City entered into a concession agreement with First General Automotive, Inc. on September 24, 1980 to provide automobile rental services at the Airport under the name of Dollar Rent-A-Car; and

WHEREAS, Certain successors and/or assignees of First General Automotive, Inc. have incurred a substantial indebtedness to the City as a result of their operation of this rent-a-car concession and the non-payment of the attendant concession fees and certain city taxes; and

WHEREAS, Dollar Systems, Inc., the franchisor under whose franchise authority First General Automotive, Inc. and its successors operated this concession, desires to continue operating the above-referenced rent-a-car concession and is willing and able to provide automobile rental services and is also willing and able to pay the current indebtedness of its franchisees; and

WHEREAS, The City is desirous of having Dollar Systems, Inc. continue to operate the above-referenced rent-a-car concession and of having Dollar Systems, Inc. pay the aforementioned indebtedness of its franchisees; and

WHEREAS, Further assignment of the existing concession agreement to Dollar Systems, Inc. from the most recent assignee, Roselle Rental and Leasing-Chicago, Inc., is neither desirable nor feasible; now, therefore,

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

SECTION 1. The Mayor is authorized to execute, subject to approval of the City Comptroller and the Commissioner of Aviation and the approval of the Corporation Counsel as to form and legality, an Agreement between the City and Dollar Systems, Inc., providing for automobile rental services at Chicago Midway Airport, in substantially the form attached hereto as Exhibit A. The City Clerk is directed to attest this Agreement upon its execution.

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

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

Exhibit "A".

Automobile Rental Concession License Agreement.

This agreement made this ____ day of _____ ,1991, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Dollar Systems, Inc., doing business as Dollar Rent-A-Car, an _____ corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensee owns and operates the Airport known as Chicago Midway Airport (hereinafter referred to as "Airport") situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, The Agreement dated September 24, 1980, between the City and the Licensee, First General Automotive, Inc., and thereafter between the City and all subsequent assignees to said Agreement, has been terminated as a result of the abandonment of the Dollar Rent-A-Car operation at the Airport by the most recent assignee/licensee, Roselle Rental and Leasing-Chicago, Inc.; and

Whereas, Licensee desires to operate an Automobile Rental Concession area with certain rights in the Airport Terminal Building; and

Whereas, The Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee Automobile Rental Concession areas and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago Midway Airport.

1) Space No. D223-D1, consisting of 290 square feet, in Terminal Building Area D-2;

2) A minimum of 148 spaces will be reserved for parking ready/return automobiles; which spaces will be allocated and

reallocated annually in direct proportion to the amount of concession fees paid to the City during the preceding calendar year by the respective Automobile Rental Licensees operating at Chicago Midway Airport that desire to participate in such space allocation.

As indicated on (Sub)Exhibits "A" and "B", attached hereto and made a part hereof, said space to be used for the purpose of operating an automobile rental concession and for no other purpose.

B. Operating Rights. Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate an Automobile Rental Concession, upon and from the Airport, and for no other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to conduct an Automobile Rental Concession business on, upon and from the Airport under license terms more favorable to such other individual, firm or corporation than those contained herein, including location, the minimum guaranty, percentage fee, fixed Licensee fee and performance bond requirements.

Licensor hereby covenants and agrees that it shall take all lawful action within its authority to protect the rights and privileges granted Licensee under this Agreement.

Article II.

Term.

The term of this Agreement shall commence on November 16, 1990, and shall terminate on February 23, 1992 or the uniform termination date of all other rent-a-car licensees operating at the Airport as established by the Commissioner of Aviation, whichever date is later.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the granted areas after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month. Such month-to-month occupancy shall be at the rate of the then current license fee multiplied by two, with all other terms, conditions, and covenants, including consideration, remaining the same.

In the event that scheduled jet or turbojet air transportation operations of aircraft with fifty (50) or more seat capacity are discontinued at the Airport then the terms and conditions of this Agreement shall thereafter no longer

be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fees.

A. Fees to be Paid. During the term of this Agreement, Licensee agrees to pay Licensor an annual fixed fee of Three Thousand Four Hundred Eighty and no/100 Dollars ($3,480.00) equal to Twelve Dollars ($12.00) per square foot (counter and office area) with payment equal to one twelfth of the annual fee or Two Hundred Ninety and no/100 Dollars ($290.00) due each month in advance.

Licensee further agrees to pay Licensor an annual fixed fee of One Hundred Twenty and no/100 Dollars ($120.00) for each ready/return parking space allocated by Licensor and accepted or used by Licensee, with payment for ten (10) ready/return spaces at One Hundred Twenty Dollars ($120.00) each equal to One Thousand Two Hundred Dollars ($1,200.00) per year or One Hundred Dollars ($100.00) per month due each month in advance for each such parking space allocated to Licensee for use during that month.

As additional percentage license fee, Licensee agrees to pay Licensor a sum of money equal to ten percent (10%) of gross receipts, derived from operations at Chicago Midway Airport, however, the minimum annual percentage fee in the first year of this Agreement is to be Forty Thousand and no/100 Dollars ($40,000.00). In subsequent years, the minimum annual percentage fee shall be adjusted in direct proportion to the percentage increase or decrease in the amount of fees paid to the City by the Licensee operating at Chicago Midway Airport during the immediately preceding year when compared with the fees paid to the City in the second preceding year, by each individual Licensee.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to one-twelfth of the annual fixed fees and minimum annual percentage fee noted above for Chicago Midway Airport.

Licensee, within twenty (20) days of the end of each calendar month shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum annual percentage fee for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago Midway Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

If in any month during the term of this Agreement, the number of scheduled deplaned passengers shall decline by at least 50% when compared with the previous month or the same month in the year previous, the minimum annual percentage fee shall abate proportionately in that month.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said automobile rental operations, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business and the aggregate amount of all sales and services and orders, and of all the Licensee's business and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said automobile rental concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" as used in this Agreement shall be defined as and shall specifically include all receipts derived from time and mileage charges and personal accident insurance coverage charges resulting from the rental of Airport based vehicles, and any other vehicles rented from the Airport whether or not such vehicles are assigned to the Airport Fleet or to a "foreign" fleet and from exchanges, regardless of the time elapsed or mileage traveled, whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty (30) miles from said Airport.

"Gross receipts" as used herein shall include applicable sales made for cash or credit or otherwise, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service or like property, or services as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

No fees or commissions paid by Licensee to air carriers or others may be deducted from any such gross receipts. Nor may Licensee deduct for

amounts paid or credited to other car rental locations when Licensee rents "foreign" vehicles.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, sales privilege or retailer's occupation taxes now or thereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

(2) Sums received by Licensee as insurance proceeds or otherwise as reimbursement for loss or damage of vehicles.

(3) Sums received by Licensee for fuel replacement, intercity or drop-off fees or collision damage waiver.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago, if requested, its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation, the City Comptroller and City Clerk of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each contract or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

Licensee shall upon request, furnish such other further financial or statistical reports as the City may, from time to time require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of

days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten percent (10%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV.

General Description Of The Concession.

A. Automobile Rental Concession. As used in this Agreement, Automobile Rental Concession shall be limited to mean the authorization to rent vehicles for passenger transportation. The conduct of the business is to be done in a manner that is friendly, cooperative, though competitive, tending to enhance the quality of the automobile rental service of the Licensee and its competitors at the Airport.

Rental of vehicles other than passenger cars and vans, such as trucks, trailers or motor homes shall be allowed only at the specific approval in writing of the Commissioner of Aviation.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Public Transportation Concessions. Licensor reserves the right at any time to enter into agreements with other ground transportation operators for the operation at the Airport of concessions dealing exclusively in particular types and areas of transportation such as, but not limited to taxicabs, livery services, bus companies, etc. Such agreements to be in accordance with and subject to the provisions of Article I.B. herein.

C. Conflicts between Licensees. In the event of a conflict between the Automobile Rental Licensees and/or any other Licensee or Concessionaire at the Airport as to the space and conduct used by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified space or

method of conduct is to be used by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Maintenance Of Premises.

A. Alterations, Additions or Replacements. Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

B. Repairs. Licensee shall at all times throughout the term of this Agreement maintain all portions of the granted premises in good and serviceable condition and repair.

C. Liens. Licensee shall keep the granted premises free and clear of any and all liens in any way arising out of any action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any liens sought to be imposed.

D. Relocation. Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when, in the opinion of said Commissioner, it is necessary for the proper functioning of the Airport.

Article VI.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public as many hours as reasonably necessary; provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other

major Airport Terminal Buildings. Vehicles offered for rental shall be late model, shall be in top condition, licensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to take appropriate action with respect to any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

Licensee, its employees, invitees and those doing business with it shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned or granted to Licensee pursuant to this Agreement, except in the Airport Public Parking Lots and upon payment of regular charges therefor or in any duly designated employee parking lot.

D. Laws, Ordinances, et cetera. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, et cetera. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden.

F. Automobile Rental Concession. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of any premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII.

Service To Be Performed By The Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

To the extent legally permissible, Licensor will not authorize or permit the transaction of automobile rental business in the Airport other than by Airport Automobile Rental Licensees. Such business includes but is not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address system or direct telephone lines to off Airport properties.

Article VIII.

Cancellation By Licensee.

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the municipal Airport under Licensor's management and control in the event of any one or more of the following events:

(1) The permanent abandonment of said Airport as an air terminal.

(2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

(3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

(4) The breach by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor

and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

(5) The event of the adoption or enforcement of any mandatory federal, state, or municipal regulation or order pertaining to the allocation of fuel, prohibition of public driving, or other similar restrictive matter, which is so inclusive as to severely restrict Licensee's business at the Airport.

Article IX.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating an automobile rental concession in said terminal building(s) uninterruptedly.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the installed improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, however, all logos or trademarks or trade fixtures may be removed.

Article X.

Damage Or Destruction Of Premises.

Should any portion of the granted premises hereby be partially damaged by fire or other casualty, but not be rendered untenantable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenantable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises hereby be so extensively damaged by fire or other casualty as to render the same untenantable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any part of the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises granted hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago Midway Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted to Licensee therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XI.

Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be:

1) Workmen's compensation insurance as established by statute;

2) General liability insurance with a combined single limit covering bodily injury and property damage of not less than $1,000,000.00 per occurrence;

3) Automobile liability insurance, in accordance with the terms and conditions of Licensee's automobile rental agreement, of not

less than $100,000.00 coverage for personal injury to each person; $300,000.00 coverage for each accident; and $25,000.00 for property damage for each accident.

All policies or endorsements thereto shall in all cases where possible name Licensor as co-insured thereunder, and shall contain a waiver of subrogation on the part of the insurer.

Licensee shall deliver all policy originals or duplicate originals and endorsements thereto, or certificates as evidence of insurance that are acceptable to the City Comptroller in both form and content to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

Article XII.

Employment Preferences And First Source Agreement.

Licensee agrees that it will use its best efforts to maximize equal employment opportunity for minorities and women.

Licensee agrees that it will use its best efforts to insure that local minority-owned and female-owned businesses receive a fair and substantial portion of the opportunities for providing goods and services.

Licensee agrees that it will use its best efforts, within compliance of existing trade union agreements, to employ residents of the City of Chicago in the operation of its concession at Chicago Midway Airport. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in

hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within ten (10) days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

Article XIII.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of Licensee's individual culpability, of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including property of Licensor, sustained on or about the Licensee's areas of the Airport, or arising out of Licensee's use thereof, as a proximate result of the acts or omissions of Licensee, its agents, customers, servants or employees, or arising out of any condition of said concession premises.

Article XIV.

Inspection.

The Licensee shall allow the Licensor's authorized representative, including but not limited to investigators of the City Clerk of the City of Chicago, access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XV.

Ingress And Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of services and furnishers of materials shall have the right of ingress to and egress from the granted premises; provided, however, that the suppliers of services, furnishing materials or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVI.

Assignment And Subletting.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council of the City of Chicago being first obtained.

Article XVII.

Signs.

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XVIII.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through passage of time or

otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its rights in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XIX.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of Twenty-five Thousand and no/100 Dollars ($25,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XX.

Subject To Airline Agreements, Nondiscrimination And F.A.A. Requirements.

A. This Agreement is subject to the provisions of paragraph 4, Article XI of that certain Agreement entitled "1959 Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "1959 Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et. seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et. seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881 -- 887 inclusive; Ill. Rev. Stat., Ch. 48, Sections 851 -- 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Article XXI.

Nondiscrimination In The Use Of The Premises By Tenant.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, (as a covenant running with the land) that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other

requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above nondiscrimination covenants and Licensee's failure to cure such breach, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXII.

Non-Waiver.

Any waiver of any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII.

Default.

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any fees due hereunder, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such arrears, failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such default within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation may lawfully, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said granted premises or any part thereof and in the name of the whole, repossess the same, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding

breach of covenant. On the re-entry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXV.

Rules, Regulations, Laws, Ordinances And Licensees.

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county and municipal governments which may be applicable to its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXVI.

Notices.

Notices provided for herein shall be sufficient if sent to Licensor by registered mail, postage prepaid, addressed to Department of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, and if sent to Licensee by certified mail, postage prepaid, addressed to Dollar Systems, Inc., doing business as Dollar Rent-A-Car, _____, or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII.

Paragraph Headings.

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ (Council Journal of Proceedings pages _____).

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

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

By: _____

Attest:

_____
City Clerk

Approved:

_____
City Comptroller

_____
Commissioner of Aviation

Approved As To Form And Legality:

_____
Corporation Counsel

Attest:

_____
Assistant Secretary

_____

By: _____
President

(In the event that this Agreement is executed by an officer other than the president, attach hereto a certified copy of that section of the corporate bylaws or other authorization by the corporation which permits said signatory to execute the Agreement for the corporation.)

[(Sub)Exhibits "A" and "B" attached to this Concession License Agreement printed on pages 594 through 595 of this Journal.]

Action Deferred -- AUTHORIZATION FOR EXECUTION OF AMENDMENT TO CONCESSION LICENSE AGREEMENT WITH CONTINENTAL AIR TRANSPORT COMPANY, INC. AT CHICAGO O'HARE INTERNATIONAL AND CHICAGO MIDWAY AIRPORTS.

The Committee on Aviation submitted the following report which was, on motion of Aldermen Tillman, Bloom, Steele, Shaw and Streeter, *Deferred* and ordered published:

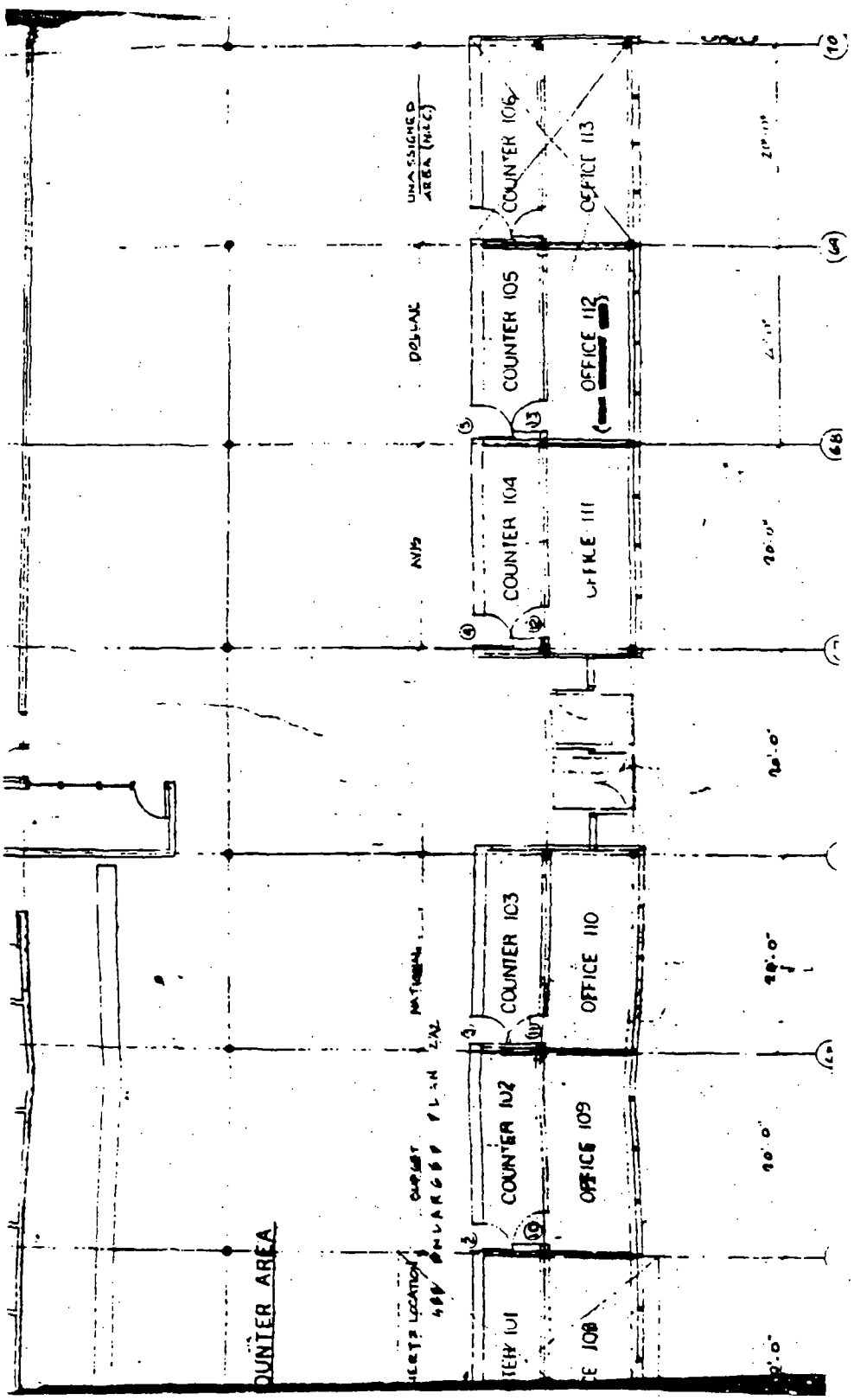
CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance which was submitted to the Committee on Aviation for consideration, from the Office of the Mayor, begs leave to recommend that Your Honorable Body pass the said proposed ordinance which is transmitted herewith authorizing execution of an amendment to a concession agreement with Continental Air Transport.

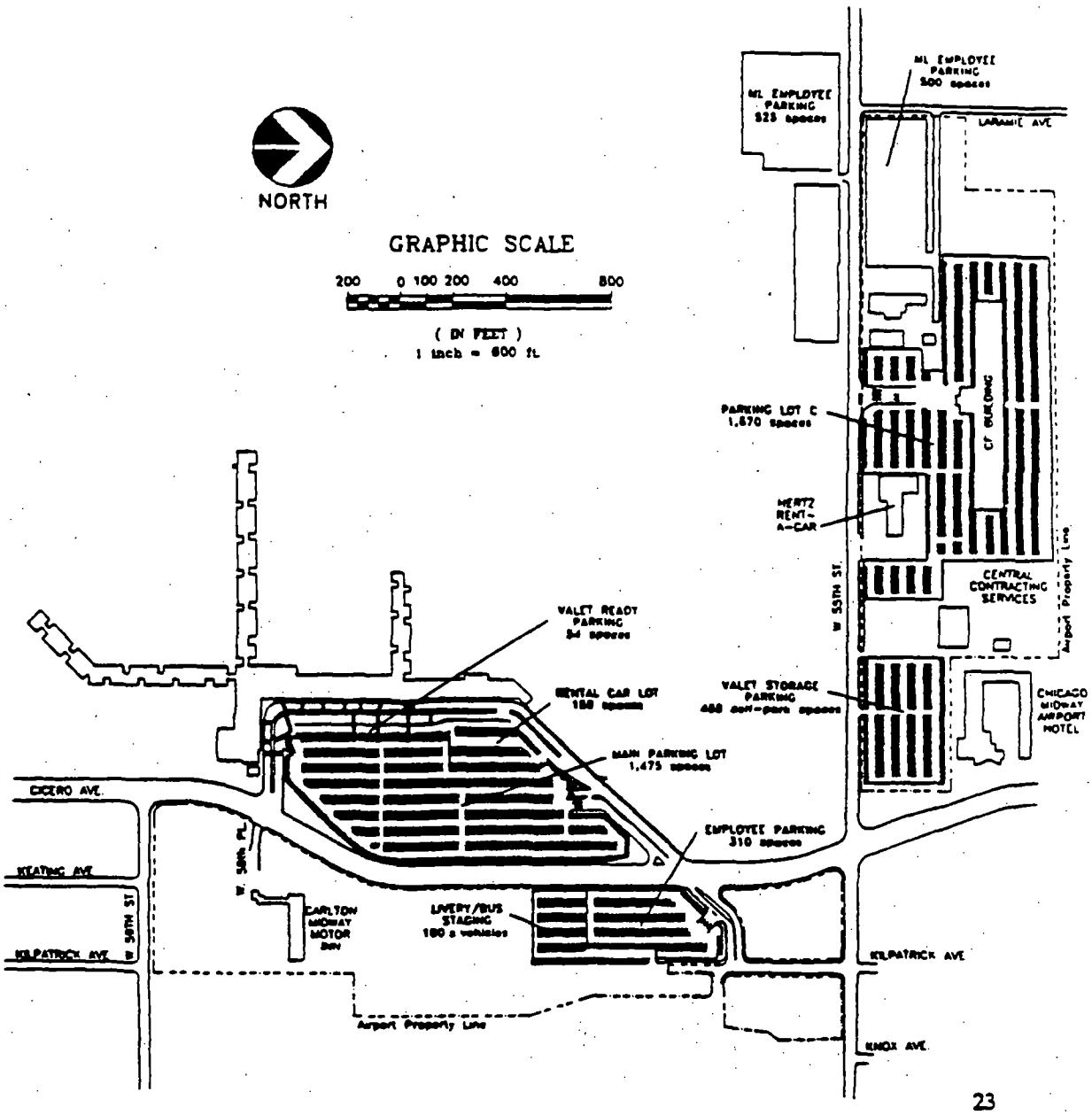
(Continued on page 596)

Sub)Exhibit "A".



(Sub)Exhibit "B".

EXISTING AIRPORT PARKING AREAS
(SEPTEMBER 1990)



igure 4

(Continued from page 593)

This recommendation was concurred in by all members of the committee with two dissenting votes. (Alderman Shaw and Alderman E. Smith)

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Vice Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago ("City") and Continental Air Transport Co., Inc. ("Continental") have heretofore entered into an agreement under date of September 30, 1959, and authorized by ordinance passed by the City Council on December 23, 1959, (Council Journal page 1879) and as amended, under date of July 21, 1967 (Council Journal pages 614 -- 615) and December 27, 1982 (Council Journal pages 14603 -- 14607) hereinafter referred to as "the agreement" in and by which the City granted to Continental certain privileges or premises to be occupied and used to provide ground transportation service to, from and between Chicago Midway and Chicago-O'Hare International Airports; and

WHEREAS, The agreement requires Continental to pay the City 10% of Continental's gross revenue from said ground transportation service; and

WHEREAS, Changes in the nature of the ground transportation industry, increased competition for ridership and alternative means of transportation have made said agreement unprofitable for Continental and has resulted in a substantial indebtedness to the City; and

WHEREAS, The City is desirous of collecting the aforementioned indebtedness and of having Continental continue to provide the agreed upon ground transportation service; and

WHEREAS, Continental is desirous to continue providing the agreed upon ground transportation service and of paying the aforementioned indebtedness; and

WHEREAS, The payment terms under which Continental currently operates exceed the industry standard and the amendment proposed will

provide payment terms which conform with the industry standard; now, therefore,

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

SECTION 1. The Mayor is authorized to execute, subject to the approval of the City Comptroller and the Commissioner of Aviation and the approval of the Corporation Counsel as to form and legality, an amendment to an agreement between the City of Chicago and Continental Air Transport Co., Inc., in substantially the form attached hereto as Exhibit A. The City Clerk is directed to attest this agreement upon its execution.

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

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

Exhibit "A".

Amendment To Agreement Between The City Of Chicago And Continental Air Transport Co., Inc.

This Agreement made and entered into this _____day _____, A.D., 1991 between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Continental Air Transport Co., Inc., hereinafter referred to as "Continental".

Witnesseth:

Whereas, City and Continental have heretofore entered into an agreement under date of September 30, 1959, authorized by City Council December 23, 1959 (Council Journal page 1879, et sub.) as amended under date of July 21, 1967 (Council Journal pages 614 -- 615) and December 27, 1982 (Council Journal pages 14603 -- 14607), hereinafter referred to as "said agreement", in and by which City, among other provisions, granted to Continental certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago Midway Airport and Chicago O'Hare International Airport in the City of Chicago, State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement as heretofore amended, and Continental hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and

stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

A. The first sentence of the present paragraph 2 of said agreement reading as follows:

"As compensation for the rights and privileges herein granted, Continental agrees to pay the City ten percent (10%) of the gross revenue or the minimum guaranty hereinafter set forth, whichever is the greater, and the minimum guarantee for the year 1982 and for each calendar year thereafter is $430,000."

shall be and hereby is modified, changed and amended to read as follows:

"As compensation for the rights and privileges herein granted, Continental agrees, as of November 1, 1988, to pay the City ten percent (10%) of the gross revenue, as hereinafter defined and limited, or the minimum guarantee of $430,000 for each calendar year beginning 1989, whichever is greater."

B. Paragraph 5 of said agreement reading as follows:

" 'Gross receipts' mean all fares obtained by Continental for the transportation of persons and property, whether by contract or otherwise, within the airports, between said airports, or as certificated by the Illinois Commerce Commission for transportation of persons and property to and from the airports, including any planned airplane-City tours. Provided, however, 'gross income' shall not include:

a) any federal tax in transportation;

b) any charter business not in any manner connected with the transportation of passengers provided herein."

shall be and hereby is modified, changed and amended to read as follows:

" 'Gross Revenue' means all fares obtained by Continental for the transportation of persons and property, whether by contract or otherwise, within the airports, between said airports, or as certificated by the Illinois Commerce Commission for transportation of persons and property exiting the airports, including any planned airplane-City tours. Provided, however, 'gross revenue' shall not include:

a) any federal tax in transportation;

b) any charter business not in any manner connected with the transportation of passengers provided for herein."

It is, therefore, agreed that except solely as hereinafter modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement as heretofore amended shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago the _____ day of _____, 19____ (Council Journal pages _____).

In Witness Whereof, The parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

City of Chicago, a municipal corporation

By: _____

By: _____
Continental Air Transportation Co., Inc.

Attest:

_____ By: _____

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR APPROPRIATION OF ILLINOIS DEPARTMENT OF ENERGY AND NATURAL RESOURCES GRANT FUNDS FOR EXHIBITION ACTIVITIES OF CHICAGO PUBLIC LIBRARY.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the Illinois Department of Energy and Natural Resources for exhibition activities of the Chicago Public Library, in the amount of $30,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 96½, paragraph 7403 (22) of the Illinois Revised Statutes (the "Act") the Illinois Department of Energy and Natural Resources, through the Illinois State Museum (the "Museum"), is authorized to contribute to and support the operations, programs and capital development of public museums within the State of Illinois; and

WHEREAS, The Chicago Public Library (the "Library") qualifies for grant funds as a public museum under the Act based upon its organizing and continuously exhibiting specimens, artifacts, articles and documents of historical or artistic import to the public for its instruction and enjoyment (the "Exhibition Activities"); now, therefore,

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

SECTION 1. The City Council hereby appropriates the amount of $30,000 or such amounts as may actually be received from the Museum for the Exhibition Activities of the Library.

SECTION 2. The Comptroller of the City is hereby directed to disburse the grant funds as required to carry out the Exhibition Activities of the Library.

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

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM ILLINOIS VIOLENT CRIME VICTIMS ASSISTANCE PROGRAM TO FUND ACTIVITIES OF CHICAGO COMMISSION ON HUMAN RELATIONS.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the Illinois Violent Crime Victims Assistance Program necessary to fund activities of the Chicago Commission on Human Relations, in the amount of $24,948.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The State of Illinois (the "State"), through the Illinois Attorney General's Office, has established a Violent Crime Victims Assistance Program (the "Program"); and

WHEREAS, From time to time the State makes available grant funds for the purpose of implementing the Program; and

WHEREAS, The City of Chicago (the "City"), through its Commission on Human Relations, has applied for grant funds under the Program in the amount of $24,948 for the purpose of printing a brochure regarding the Chicago Hate Crimes Ordinance and hiring an additional Human Relations Officer who would accompany victims and witnesses to court, provide appropriate community referrals, and assist in organizing community support for victims and witnesses; now, therefore,

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

SECTION 1. The City Council of the City hereby appropriates the amount of $24,948 or such amount as may actually be received under the Program.

SECTION 2. The Comptroller of the City is hereby directed to disburse the grant funds as required to carry out the purposes of the Program.

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

AUTHORIZATION FOR ACCEPTANCE OF GRANT FUNDS FROM WASHINGTON BUSINESS GROUP ON HEALTH TO CONVENE TASK FORCE ON CORPORATE VOLUNTEERISM REGARDING AGING-RELATED ISSUES.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the Washington Business Group on Health to convene a task force relating to corporate volunteerism, in the amount of $10,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Federal Administration on Aging has provided a discretionary grant in the amount of $300,271 to the Washington Business Group on Health, a not-for-profit organization, for the purpose of improving public-private relationships regarding aging-related issues; and

WHEREAS, Portions of the discretionary grant are to be distributed to various localities; and

WHEREAS, The Washington Business Group on Health has awarded the City of Chicago (the "City"), through its Department on Aging (the "Department"), grant funds in the amount of $10,000 from the discretionary grant; and

WHEREAS, The grant funds are to be used to convene a task force of private business and other representatives for the purpose of increasing corporate volunteerism with regard to aging-related issues (the "Activities"); now, therefore,

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

SECTION 1. The City Council of the City hereby appropriates the amount of $10,000 or such amount as may actually be received from the Washington Business Group on Health for the Activities.

SECTION 2. The Comptroller of the City is hereby directed to disburse the grant funds as required to carry out the Activities.

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

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM UNITED STATES DEPARTMENT OF JUSTICE TO FUND HYDE PARK COMMUNITY POLICE PARTNERSHIP PROGRAM.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the United States Department of Justice necessary to fund the Hyde Park Community Police Partnership Program, in the amount of $35,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

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 Justice, Bureau of Justice Assistance (the "Justice Department") has awarded grant funds in the amount of $500,000 (the "Grant Funds") to the Milton S. Eisenhower Foundation in order to carry out innovative neighborhood-oriented policing programs (the "Program"); and

WHEREAS, The purpose of the Program is to prevent the proliferation of gangs and to build a coalition between the community and the police in targeted neighborhoods; and

WHEREAS, The Foundation has awarded a portion of the Grant Funds to the City of Chicago Department of Police (the "Department") to carry out the Program within the City of Chicago (the "City"); and

WHEREAS, The Department has developed the Hyde Park Community Police Partnership Project (the "Project") to address youth-related problems which threaten the safety, harmony and economic viability of the neighborhood surrounding 53rd Street, which constitutes Hyde Park's main commercial strip; now, therefore,

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

SECTION 1. The City Council hereby appropriates the amount of $35,000 or such amounts as may actually be received from the Foundation for the Project.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds received as required to carry out the Project.

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

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM ILLINOIS LOCAL GOVERNMENTAL LAW ENFORCEMENT OFFICERS TRAINING BOARD TO FUND BREATH-ALCOHOL TEST TRAINING PROGRAM.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the Illinois Local Governmental Law Enforcement Officers Training Board necessary to fund the Breath-Alcohol Test Training Program, in the amount of $7,092.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- Alderman E. Smith -- 1.

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

The following is said ordinance as passed:

WHEREAS, The Illinois Local Governmental Law Enforcement Officers Training Board (the "Board") has made available grant funds to municipalities to assist local law enforcement agencies (the "Grant Funds"); and

WHEREAS, The City of Chicago Department of Police (the "Department") has among its responsibilities, the enforcement of State statutes governing driving under the influence within the corporate limits of the City of Chicago (the "City"); and

WHEREAS, The Department has applied for the Grant Funds in order to enroll 72 police officers in a Breath-Alcohol Test Training Program (the "Program") which is a prerequisite for obtaining State certification in the use of breath analysis equipment; now, therefore,

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

SECTION 1. The City Council hereby appropriates the amount of $7,092 or such amounts as may actually be received from the Board for the Program.

SECTION 2. The Comptroller of the City is hereby directed to disburse Grant Funds received as required to carry out the Program.

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

AUTHORIZATION FOR REPROGRAMMING OF YEAR XVI COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT OF HEALTH FOR LEAD PAINT IDENTIFICATION AND ABATEMENT PROGRAM.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the reprogramming of Year XVI Community Development Block Grant funds within the Department of Health necessary to fund activities in the Lead Paint Abatement Program, in the amount of $28,520.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City Council") passed an ordinance on December 6, 1989 which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $25,000 appropriations for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $1,047,943 of C.D. Year XVI Community Development Block Grant funds for the Lead Paint Identification and Abatement Program (Activity Number 325-41-1005-2555); and

WHEREAS, The Commissioner of the Chicago Department of Health is requesting to reprogram $28,520 of the $1,047,943 C.D. Year XVI funds appropriated for various accounts within the Lead Paint Program to provide $25,303 for the lead paint abatement contract (account .0140) and $3,217 for resource materials (account .0348); and

WHEREAS, The Department will utilize the reprogrammed funds to provide lead paint identification and abatement for the constituents of the City of Chicago; and

WHEREAS, Reprogramming the funds will not result in an increase in the Year XVI Community Development Block Grant Budget; now, therefore,

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

SECTION 1. The Community Development Block Grant Year XVI Budget for the Lead Paint Identification and Abatement Program (Activity Number 325-41-1005-2555) is hereby amended to provide continued funding for the lead paint abatement contract and resource materials by striking the words and figures indicated and inserting the words and figures indicated in the attached Exhibit "A".

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

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

Exhibit "A".

Corrections And Revisions Of C.D.B.G. Year XVI Budget Recommendations.

Fund: 325

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Department of Health 41-1005				
		Lead Paint Identification and Abatement Program 2555				
	.0011	Contract Wage Increment -- Salary		$ 11,846.00		$ 1,240.00
	.0015	Schedule Salary Adjustments		4,848.00		
	.0130	Postage		570.00		138.00
	.0140	Professional and Technical Services		153,155.00		178,458.00
	.0150	Publications and Reproductions/Outside		7,600.00		2,311.00
	.0151	Publications and Reproductions/In-House		4,750.00		3,897.00
	.0162	Repair and Maintenance of Equipment		4,385.00		1,538.00
	.0186	Telephone Equipment		216.00		62.00
	.0190	Telephone Centrex		2,016.00		654.00
	.0315	Motor Vehicle Diesel Fuel		750.00		

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
	.0348	Books and Related Materials				$3,217.00
	.0350	Stationery and Office Supplies		$1,948.00		569.00

AUTHORIZATION FOR REPROGRAMMING OF YEAR XVI COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT OF HEALTH FOR ADOLESCENT SUBSTANCE ABUSE PROGRAM.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the reprogramming of Year XVI Community Development Block Grant funds within the Department of Health necessary to fund activities in the Adolescent Substance Abuse Program, in the amount of $92,049.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City Council") passed an ordinance on December 6, 1989 which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $25,000 appropriations for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $563,818 of C.D. Year XVI Community Development Block Grant funds for the Adolescent Substance Abuse Program (Activity Number 325-41-1005-2560); and

WHEREAS, The Commissioner of the Chicago Department of Health is requesting to reprogram $92,049 of the $563,818 C.D. Year XVI funds appropriated for various accounts within the Adolescent Substance Abuse Program to provide initial funding for the Gateway and Interventions Program contracts (Activity Number 325-41-1005-2560); and

WHEREAS, The Department will utilize the reprogrammed funds for the contract period November 1, 1990 to October 30, 1991 to provide alcohol and substance abuse treatment for the constituents of the City of Chicago; and

WHEREAS, Reprogramming the funds will not result in an increase in the Year XVI Community Development Block Grant Budget; now, therefore,

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

SECTION 1. The Community Development Block Grant Year XVI Budget is hereby amended to provide initial funding for the Gateway and Interventions Program contract (Activity Number 325-41-1005-2560), by striking the words and figures indicated and inserting the words and figures indicated in the attached Exhibit "A".

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

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

Exhibit "A".

Corrections and Revisions Of C.D.B.G. Year XVI Budget Recommendations.

Fund: 325

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Department of Health 41-1005				
		Adolescent Substance Abuse Program 2560				
	.0005	Salaries and Wages -- On Payroll		$392,843.00		$340,043.99
	.0011	Contract Wage Increment -- Salary		6,835.00		416.43
	.0015	Schedule Salary Adjustments		6,968.00		
	.0020	Overtime		1,900.00		1,725.27
	.0044	Fringe Benefits		122,568.00		102,001.00
	.0130	Postage		285.00		242.00
	.0169	Technical Meeting Costs		950.00		371.30
	.0189	Telephone -- Non-Centrex Billing		3,710.00		2,259.88

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
	.0270	Local Transportation		$ 500.00		$ 413.50
	.0340	Material and Supplies		1,900.00		883.14
	.0342	Drugs, Medical and Chemical		1,000.00		463.29
	.0348	Books and Related Materials		950.00		393.03
	.0350	Stationery and Office Supplies		950.00		115.47
	.0140	Professional and Technical Services				92,049.00

AUTHORIZATION FOR REPROGRAMMING OF YEAR XVII COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT OF HOUSING FOR HOME REPAIR FOR ACCESSIBLE AND INDEPENDENT LIVING PROGRAM.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the reprogramming of Year XVII Community Development Block Grant funds within the Department of Housing from the "Housing Resource Center Program" to the "Home Repair for Accessible and Independent Living Program", in the amount of $30,458.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance on November 14, 1990, which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $25,000 for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $640,400 of Year XVII Community Development Block Grant funds under the Housing Resource Centers Program which supports activities in the Department of Housing; and

WHEREAS, The Commissioner of the Department of Housing requests the reprogramming of $30,458 from the Housing Resource Centers Program to the Home Repair for Accessible and Independent Living Program (H.R.A.I.L.), and said reprogramming will not increase the Department's budget; now, therefore,

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

SECTION 1. The Year XVII Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit "A".

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

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

Exhibit "A".

Amendments To C.D.B.G. Year XVII Ordinance.

Fund 329 -- Community Development Block Grant Year XVII Fund.

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department of Housing -- 21				
		Housing Resource Centers -- 2530				
	.0140	Professional and Technical Services		$ 640,400		$ 609,942
		Lawndale Revitalization H.R.A.I.L. -- 2570		30,458		
	.0140	Professional and Technical Services		2,160,000		2,190,458
		Edgewater Community Council				30,458

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1991 ANNUAL APPROPRIATION ORDINANCE, AS AMENDED, TO REFLECT CHANGES IN GRANT FUNDS RECEIVED FROM STATE AND FEDERAL AGENCIES.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a Supplemental Appropriation and an amendment to the 1991 Annual Appropriation Ordinance, as amended, necessary to reflect changes in the amount of grant funds received from state and federal agencies, in the amount of $2,753,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1991 contains estimates of revenues receivable as grants from agencies of the state and federal governments; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance the heads of various departments and agencies of the City government have applied to agencies of the state and federal governments for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by federal and state agencies for specific grant programs has exceeded the amount of revenue estimated from those sources; and

WHEREAS, It is beneficial to the City of Chicago to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of $2,753,000 not previously appropriated has become available for appropriation for the year 1991 as follows:

Awards from agencies of the federal government	$2,143,000
Awards from agencies of the state government	610,000
TOTAL:	$2,753,000

SECTION 2. The sum of $2,753,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1991, and the Annual Appropriation Ordinance for the Year 1991, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit "A".

SECTION 3. This ordinance shall be in full force and effect ten days after its passage and publication.

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

Exhibit "A".

Amendments To The 1991 Appropriation Ordinance.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1991		
	Award from Agencies of the Federal Government	$452,677,738	$454,820,738
	Award from Agencies of the State of Illinois	137,025,000	137,635,000
13	Office Of Employment And Training:		
	Job Training Partnership Act (J.T.P.A.): -- Title III G (T.A. Dislocated Workers)	-0-	93,000
41	Department Of Health:		
	Mental Health	8,232,000	8,842,000
	A.I.D.S. Prevention	2,128,000	2,886,000
47	Department On Aging:		
	Ombudsman	128,000	132,000
53	Department Of Human Services:		

Code	Department And Item	Strike Amount	Add Amount
	Head Start	$35,047,000	$35,216,000
	Title XX:		
	-- Day Care - Certified Local Effort	17,575,000	18,631,000
	-- Alternative Schools Network	400,000	413,000
	-- Infant Mortality Reduction	504,000	546,000
	Jewish Vocational Services (Senior Aides Project)	691,000	699,000
		$ 64,705,000	$ 67,458,000

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO YEAR XVII COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE, AS AMENDED, TO REFLECT INCREASE IN FUNDING FROM UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a supplemental appropriation and an amendment to the Year XVII Community Development Block Grant Ordinance, as amended, necessary to reflect an increase in funding from the United States Department of Housing and Urban Development, in the amount of $8,366,462.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

Alderman Bloom presented the following amendment:

Corrections And Revisions Of C.D.B.G. Year XVII Budget.

Fund 329 -- Community Development Block Grant Year XVII Fund.

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Housing -- 21				
		Housing Rehabilitation -- 2595				
	.9103	Rehab. Loans and Grants		$9,500,000		$11,950,000
		C.H.A./LeClaire Courts -- 2545				
	.0140	Professional and Technical Services				300,000
		Emergency Housing Assistance Program -- 2580				
	.9103	Rehab. Loans and Grants		2,500,000		2,720,539
		S.R.O. Demonstration Program -- 2592				
	.9103	Rehab. Loans and Grants		500,000		875,000

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Buildings -- 67				
		Code Enforcement -- 2505				
	.0528	Demolition *of buildings where the cost of demolition exceeds $25,000.00*		$ 894,075		$1,730,895
		Department Of Economic Development -- 07				
		Business Loan Program -- 2550				
	.9106	Loan Program Costs		2,100,000		3,100,000
		Facade Rebate Program -- 2530				
	.9103	Rehab. Loans and Grants		1,500,000		2,150,000
		Business Infrastructure Assistance (Large Projects) -- 2565				
	.0140	Professional and Technical Services		200,000		1,060,461
		Department Of Public Works -- 83				
		Model Blocks -- 2520				
	.0526	Improvement to Existing Buildings		3,658,793		4,724,636
		Emergency Vaulted Sidewalk -- 2515				
	.0521	Maintenance and Construction		820,000		1,277,395
	.0550	Water Improvements		150,000		233,670
	.0551	Sewer Improvements		35,000		51,734
		Private N.F.P. Facility Rehab. -- 2525				
	.9103	Rehab. Loans and Grants		1,183,000		1,233,000

Alderman Austin moved to *Refer* the foregoing proposed amendment to the Committee on the Budget and Government Operations. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Beavers, Dixon, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith -- 34.

Nays -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Steele, Streeter, Evans, E. Smith, Shiller, Moore -- 10.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on November 14, 1990, passed the Ordinance Authorizing Submission of Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Year XVII (hereinafter the "Year XVII C.D.B.G. Ordinance"); and

WHEREAS, Section 17 of the C.D.B.G. Year XVII Ordinance provides in relevant part that if the final entitlement of the City of Chicago to Year XVII Community Development Block Grant funds, as determined by the United States Department of Housing and Urban Development, does not equal the amount estimated in the C.D.B.G. Year XVII Ordinance, the Budget Director shall compute the percentage difference and adjust the allocation made in the C.D.B.G. Year XVII Ordinance for each department, agency and delegate-contractor named in the ordinance; and

WHEREAS, The United States Department of Housing and Urban Development has notified the Budget Director that the City of Chicago is entitled to $10,464,141 (the "Year XVII C.D.B.G. Supplement") in addition to the amounts estimated in the C.D.B.G. Year XVII Ordinance; and

WHEREAS, Pursuant to regulations issued by the Department of Housing and Urban Development, published at 24 C.F.R. §570.201(e) (3),the City of Chicago may not allocate more than $41,000,000 of its Year XVII Community Development Block Grant entitlement to public services as defined in the regulation; and

WHEREAS, Literal implementation of Section 17 of the C.D.B.G. Year XVII Ordinance would cause a violation of 24 C.F.R. §570.201(e) (3); and

WHEREAS, After increasing the public services component of the City's Year XVII C.D.B.G. allocation to the extent permitted under 24 C.F.R. §570.201(e) (3), the sum of $8,366,462 Year XVII C.D.B.G. Supplement remains available for allocation; now, therefore,

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

SECTION 1. The Ordinance Authorizing Submission of Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Year XVII, as heretofore amended, is hereby further amended by deleting the words and figures and by inserting the words and figures indicated in the attached Exhibit "A", which is incorporated herein by this reference.

SECTION 2. This ordinance shall be in full force and effect 10 days after its passage and publication.

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

Exhibit "A".

Corrections And Revisions Of C.D.B.G. Year XVII Budget.

Fund 329 -- Community Development Block Grant Year XVII Fund.

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Community Development Block Grant Entitlement for Year XVII		$79,304,000		$89,768,141

Page	Code	Department And Item	Strike No. Amount	Add No. Amount
		Department Of Housing -- 21		
		Housing Rehabilitation -- 2595		
	.9103	Rehab. Loans and Grants	$9,500,000	$11,950,000
		C.H.A./LeClaire Courts -- 2645		
	.0140	Professional and Technical Services		300,000
		Emergency Housing Assistance Program -- 2580		
	.9103	Rehab. Loans and Grants	2,500,000	2,720,539
		S.R.O. Demonstration Program -- 2592		
	.9103	Rehab. Loans and Grants	500,000	875,000
		Department Of Buildings -- 67		
		Code Enforcement -- 2505		
	.0528	Demolition	894,075	1,730,895
		Department Of Economic Development -- 07		
		Business Loan Program -- 2550		
	.9106	Loan Program Costs	2,100,000	3,100,000
		Facade Rebate Program -- 2530		
	.9103	Rehab. Loans and Grants	1,500,000	2,150,000
		Business Infrastructure Assistance (Large Projects) -- 2565		
	.0140	Professional and Technical Services	200,000	1,060,461

Page	Code	Department And Item	Strike No. Amount	Add No. Amount
		Department Of Public Works -- 83		
	.0526	Model Blocks -- 2520 Improvement to Existing Buildings	$3,658,793	$4,724,636
	.0521	Emergency Vaulted Sidewalk -- 2515 Maintenance and Construction	820,000	1,277,395
	.0550	Water Improvements	150,000	233,670
	.0551	Sewer Improvements	35,000	51,734
	.9103	Private N.F.P. Facility Rehab. -- 2525 Rehab. Loans and Grants	1,183,000	1,233,000

AUTHORIZATION FOR REALLOCATION OF YEAR XV COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AMENDMENT TO YEAR XVII COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE, AS AMENDED, WITHIN DEPARTMENT OF HOUSING.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the reallocation of Year XV Community Development Block Grant funds and an amendment to the Year XVII Community Development Block Grant Ordinance, as amended, within the Department of Housing, in the amount of $320,000.00,

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

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance November 14, 1990, which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $25,000 for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $2,815,000 of Year XV Community Development Block Grant funds under the Residential Urban Renewal Program (382-21-2555-0610) which supports activities in the Department of Housing; and

WHEREAS, The Commissioner of the Department of Housing requests the reprogramming of $320,000 from the Year XV Urban Renewal Program to the Year XVII New Homes For Chicago Program (329-21-2645-0963); now, therefore,

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

SECTION 1. The Year XVII Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit "A".

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

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

Exhibit "A".

Corrections And Revisions Of C.D.B.G. Year XVII Budget.

Fund 329 -- Community Development Block Grant Year XVII Fund.

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Reallocation of Unspent Community Development Block Grant funds from prior years		$14,754,738		$15,074,738
		Department Of Housing -- 21				
		New Homes for Chicago -- 2644				
	.0963	Subsidy for affordable housing				320,000

AMENDMENT TO YEAR XVII COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE, AS AMENDED, DESIGNATING DELEGATE AGENCY UNDER DOMESTIC VIOLENCE VISITATION CENTER/ EMERGENCY SERVICES PROGRAM.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing an amendment to the Year XVII Community Development Block Grant Ordinance, as amended, designating a delegate agency under the Domestic Violence Visitation Center/Emergency Services Program, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City has allocated $100,000 of Year XVII Community Development Block Grant funds under the Emergency Services Program which supports activities of the Department of Human Services; and

WHEREAS, The Commissioner of the Department of Human Services has identified a third and final delegate agency responsible for the provision of services under this program; and

WHEREAS, This program provides a common good to citizens of Chicago whose families are divided by domestic violence; now, therefore,

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

SECTION 1. The Chicago South Community Development Organization, a delegate agency as indicated in the attached Exhibit "A", will render services under the Emergency Services Program (C.A.P.S.: 53-1005-2515-9430).

SECTION 2. The Year XVII Community Development Block Grant Ordinance, as amended, is hereby further amended by inserting the words and figures indicated in the attached Exhibit A.

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

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

Exhibit "A".

Amendment Of C.D.B.G. Year XVII Ordinance.

Fund: 329

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Department Of Human Services 53-1005				
		Emergency Services -- 2515				

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	.9430	For funding of the following delegate agencies to conduct supervised court ordered visits: to be expended under the direction of the Commissioner of Human Services:		
		Apa Ghar	$33,000	
		Gads Hill Center	33,000	
		To be determined	34,000	
		TOTAL:	$100,000	
	.9430	For funding of the following delegate agencies to conduct supervised court ordered visits: to be expended under the direction of the Commissioner of Human Services:		
		Apa Ghar		$33,000
		Gads Hill Center		33,00
		Chicago South Community Development Organization		34,000
		TOTAL:		$100,000

TRANSFER OF FUNDS AUTHORIZED FOR YEAR 1990 WITHIN DEPARTMENT OF BUILDINGS.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1990 within the Department of Buildings, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Professional and Technical Services for Data Processing, Word Processing, Office Automation and Data Communications Functions	100	67-2005	0138	$5,000
For the Rental and Maintenance of Data Processing, Office Automation and Data Communications Hardware	100	67-2005	0154	2,000
Reimbursement to Travelers	100	67-2005	0245	1,530
Furniture and Furnishings	100	67-2005	0424	658

TO:

Purpose	Fund	Code Department	Account	Amount
Transportation and Expense Allowance	100	67-2005	0229	$9,188

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the Department of Buildings during the year 1990.

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

TRANSFER OF FUNDS AUTHORIZED FOR YEAR 1991 WITHIN CITY COUNCIL COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1991 within the City Council Committee on Energy, Environmental Protection and Public Utilities, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1991. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1991 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Equipment	100	15-2270	0400	$3,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2270	0000	$3,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Energy, Environmental Protection and Public Utilities during the year 1991.

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

AUTHORIZATION FOR INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS.

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

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration seven (7) orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Portion Of South Greenwood Avenue.
(East 61st Street To East 63rd Street)

Ordered, That the Commissioner of Water is hereby authorized to install 1,307 feet of 8-inch ductile iron water main in South Greenwood Avenue, from East 61st Street to East 63rd Street, at the total estimated cost of $227,491.58 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01151.

Portion Of South Greenwood Avenue.
(East 65th Street To East 67th Street)

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Greenwood Avenue, from East 65th Street to East 67th Street: 1,310 feet of 8-inch ductile iron water main, at the total estimated cost of $232,890.48 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01146.

Portion Of West Jackson Boulevard.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Jackson Boulevard, from South Laflin Street to South Ashland Boulevard: 585 feet of 8-inch ductile iron water main, at the total estimated cost of $112,455.13 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01156.

Portion Of South Morgan Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,257 feet of 8-inch ductile iron water main in South Morgan Street, from West 65th Street to West Marquette Road, at the total estimated cost of $205,068.09 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01152.

Portion Of South Muskegon Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,275 feet of 8-inch ductile iron water main in South Muskegon Avenue, from East 79th Street to East 81st Street, at the total estimated cost of $241,472.28 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01130.

Portion Of South Trumbull Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,340 feet of 8-inch ductile iron water main in South Trumbull Avenue, from West Douglas Boulevard to West Ogden Avenue, at the total estimated cost of $461,916.62 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01154.

Portion Of West Wrightwood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Wrightwood Avenue, from North Southport Avenue to North Greenview Avenue: 659 feet of 8-inch ductile iron water main, at the total estimated cost of $61,628.50 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01160.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 1924 -- 1926 WEST FULTON STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a resolution introduced by Alderman Sheneather Butler (27th Ward) authorizing Class 6(b) tax incentives for the property located at 1924 -- 1926 West Fulton Street pursuant to Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of this committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said resolution as adopted:

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

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

WHEREAS, Eric Bladholm, doing business as Opal Glass Studios, is the owner of the property commonly known as 1924 -- 1926 West Fulton Street, Chicago, Illinois (hereinafter referred to as the "subject property"), and intends to carry out extensive rehabilitation of the existing structures in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property has been vacant for more than 24 months; and

WHEREAS, The subject property will be occupied by the Opal Glass Studios and used for the manufacture, storage and distribution of glass products; and

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

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

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

WHEREAS, The permanent real estate index numbers for the subject property are: 17-07-404-022-0000 and 17-07-404-023-0000; now, therefore,

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

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

SECTION 2. The City of Chicago, Illinois hereby supports and consents to the Class 6(b) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Numbers: 17-07-404-022-0000 and 17-07-404-023-0000; 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; and

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

APPROVAL OF PROPERTY AT 3200 EAST 95TH STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a resolution introduced by Alderman John Buchanan (10th Ward) authorizing Class 6(b) tax incentives for the property located at 3200 East 95th Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to

locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, CAMETCO, Inc. is the owner of the property commonly known as 3200 East 95th Street, Chicago, Illinois (hereinafter referred to as the subject property), and intends to build a new structure on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be utilized for manufacturing and warehousing; and

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

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

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

WHEREAS, The permanent real estate index number for the subject property is 26-05-117-021-0000; now, therefore,

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

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

SECTION 2. The City of Chicago hereby supports and consents to the Class 6(b) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Number 26-05-117-021-0000; and

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

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

DEPARTMENT OF PUBLIC WORKS REQUESTED TO UNDERTAKE ENGINEERING STUDY LEADING TO STREETSCAPE PROGRAM FOR PORTION OF SOUTH COMMERCIAL AVENUE.

The Committee on Economic and Capital Development, submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a resolution introduced by Alderman William Beavers (7th Ward) requesting that the Department of Public Works undertake an engineering study leading to a Streetscape Program for South Commercial Avenue, between East 83rd and East 87th Streets, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said resolution as adopted:

Be It Resolved, That the City of Chicago Public Works Department is hereby requested to undertake an engineering study leading to a Streetscape Program to be carried out under the City of Chicago Department of Economic Development, for that portion between 83rd to 87th on Commercial Avenue, and that this study be carried out at the earliest possible date.

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which were referred ordinances by the Department of General Services authorizing the acceptance of bids at the following locations:

2959 South Arch Street

6426 -- 6428 South Ashland Avenue

1617 South Blue Island Avenue

8555 South Carpenter Street

311 South Christiana Avenue

3855 -- 3859 South Emerald Avenue

1542 West Garfield Boulevard

2758 West Jackson Boulevard

4743 South Langley Avenue

1241 -- 1245 West Lawrence Avenue/4752 -- 4758 North Magnolia Avenue

3846 West Madison Street

4106 West Monroe Street

2248 West North Avenue

1661 North Oakley Avenue

315 -- 327 South Pulaski Road/3950 -- 3958 West Gladys Avenue

5352 West Washington Boulevard

3400 South Western Avenue

1237 -- 1251 West Wilson Avenue/4550 -- 4552 North Magnolia Avenue

2701 -- 2709 West 38th Street

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

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

2959 South Arch Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Peter Chan, 3047 South Loomis Avenue, Chicago, Illinois 60608, to purchase for the sum of $20,110.00, the city-owned vacant property, as advertised, described as follows:

> Sublot 8 in Fakes Subdivision of Lot 3 in Block 27 in Canal Trustee's Subdivision of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2959 South Arch Street)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $2,011.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

6426 -- 6428 South Ashland Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Swedlana Dass, 8226 North Kenton, Skokie, Illinois 60076, to purchase for the sum of $10,000.00, the city-owned vacant property, as advertised, described as follows:

> Lots 11 and 12 in Block 32 in Drexel Park, being a subdivision of the north half of Section 19, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6426 -- 6428 South Ashland Avenue, Permanent Tax No. 20-19-215-030)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,000.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1617 South Blue Island Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Nicholas J. Lombardi, 1810 South Blue Island Avenue, Chicago, Illinois 60608, to purchase for the sum of $6,700.00, the city-owned vacant property, as advertised, described as follows:

> Lot 10 in Block 2 in Henry H. Walker's Subdivision of Block 2 in Johnston and Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1617 South Blue Island Avenue, Permanent Tax No. 17-20-305-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $670.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

8555 South Carpenter Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Joe Draper and Barbara Draper, his wife, as joint tenants, 8553 South Carpenter Street,

Chicago, Illinois 60620, to purchase for the sum of $6,801.00, the city-owned vacant property, as advertised, described as follows:

Lots 25 and 26 in Block 1 in Hill & Pike's South Englewood Addition, being a subdivision of the southeast quarter of the southeast quarter of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8555 South Carpenter Street, Permanent Tax No. 20-32-419-020)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $681.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

---

311 South Christiana Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of New Mount Pilgrim Missionary Baptist Church, 3330 West 5th Avenue, Chicago, Illinois 60624, to purchase for the sum of $5,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 38 in Dr. I. Scott's Addition to Chicago, a subdivision of the northwest quarter of the southeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 311 South Christiana Avenue, Permanent Tax No. 16-14-220-002)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $500.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3855 -- 3859 South Emerald Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Peter Chan, 3047 South Loomis Avenue, Chicago, Illinois 60608, to purchase for the sum of $60,100.00, the city-owned vacant property, as advertised, described as follows:

Lots 49 and 50 in Block 4 of McPherson and Allerton's Addition to Chicago, being Block 25 in Canal Trustee's Subdivision of the west half of the southwest quarter of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3855 -- 3859 South Emerald Avenue)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $6,010.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1542 West Garfield Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Labertha Coney, 1544 West Garfield Boulevard, Chicago, Illinois 60609, to purchase for the sum of $5,200.00, the city-owned vacant property, as advertised, described as follows:

> Lot 22 in Block 3 in New Ashland, being a subdivision of the west half of the southwest quarter of the southwest quarter of Section 8 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1542 West Garfield Boulevard, Permanent Tax No. 20-08-316-036)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $520.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said

deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2758 West Jackson Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of George Nieves, 2759 West Jackson Boulevard, Chicago, Illinois 60612, to purchase for the sum of $6,000.00, the city-owned vacant property, as advertised, described as follows:

> Lot 10 in R. B. McCally's Subdivision of Lots 2 and 3 in Block 2 in Rockwell's Addition to Chicago in the northeast quarter of Section 13 and the west half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2758 West Jackson Boulevard, Permanent Tax No. 16-13-212-023)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $600.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

4743 South Langley Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Wanda Kay Stallings, 9805 South Claremont Avenue, Chicago, Illinois 60643, to purchase for the sum of $4,210.00, the city-owned vacant property, as advertised, described as follows:

> Lot 69 in the subdivision of Lots 1 and 2 in Stone & McGlasham's Subdivision of the north half of the north half of the northeast quarter of Section 10, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4743 South Langley Avenue, Permanent Tax No. 20-10-205-016)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $421.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1241 -- 1245 West Lawrence Avenue/4752 -- 4758 North Magnolia Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of John E. Glennan, 2425 Braeburn, Flossmoor, Illinois 60422, to purchase for the sum of $41,500.00, the city-owned vacant property, as advertised, described as follows:

> Lots 73 and 74 in Sheridan Drive Subdivision being a subdivision of the north three-quarters of the east half of the northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the west half of said northwest quarter of Section 17 which lies north of the south 800 feet thereof and east of Green Bay Road in Cook County, Illinois (commonly known as 1241 -- 1245 West Lawrence Avenue/4752 -- 4758 North Magnolia Avenue, Permanent Tax No. 14-17-104-013)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $4,150.00 submitted by said bidder to the Department of General Services, Asset Manager, 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.

3846 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 Kyunhee Park, 3932 West Madison Street, Chicago, Illinois 60624, to purchase for the sum of $8,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 19 in Block 4 in James B. Hobbs' Subdivision of part of the west half of the southwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of Lake Street, in Cook County, Illinois (commonly known as 3846 West Madison Street, Permanent Tax No. 16-11-312-024)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $800.00 submitted by said bidder to the Department of General Services, Asset Manager, 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.

4106 West Monroe Street.
(Parking Site No. 20)

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

SECTION 1. The City of Chicago hereby accepts the bid of Saint Michaels Missionary Baptist Church, 4200 West Adams Street, Chicago, Illinois 60624, to purchase, for the sum of $6,000.00, the city-owned vacant property, as advertised, described as follows:

Lots 28 to 46 in Block 2 in W. M. Derbys Subdivision of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4106 West Monroe Street, Parking Site No. 20, Permanent Tax No. 16-15-202-402)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $600.00 submitted by said bidder to the Department of General Services, Asset Manager, 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.

2248 West North Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael Stephen Thompson, 2246 West North Avenue, Chicago, Illinois 60647, to purchase for the sum of $24,800.00, the city-owned vacant property, as advertised, described as follows:

Lot 17 in Block 1 in W. T. Johnson's Subdivision of that part of Lot 5 and south 33 feet of Lot 3 of Assessor's Division of the south half of the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2248 West North Avenue, Permanent Tax No. 14-31-328-047)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $2,480.00 submitted by said bidder to the Department of General Services, Asset Manager, 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.

1661 North Oakley Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger and Constantine Kanavos, not as joint tenants but as tenants in common, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of $17,200.00, the city-owned vacant property, as advertised, described as follows:

> Lot 18 in Block 2 in Monroe's Subdivision of the north 3½ chains of the east 14.28 chains of the west 16.28 chains of the south half of the southwest quarter of the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1661 North Oakley Avenue, Permanent Tax No. 14-31-328-011)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Development/Construction on this property must commence within one (1) year from the date of the conveyance of this deed. In the event that the condition is not satisfied by the grantee, the grantor may re-enter and take

possession of the property and terminate the estate conveyed by this quitclaim deed.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,720.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

---

315 -- 327 South Pulaski Road/3950 -- 3958 West Gladys Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kyunhee Park, 3932 West Madison Street, Chicago, Illinois 60624, to purchase for the sum of $15,000.00, the city-owned vacant property, as advertised, described as follows:

> Lots 25, 26, 27 and 28 in Block 10 in Lambert Tree's Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 315 -- 327 South Pulaski Road/3950 -- 3958 West Gladys Avenue, Permanent Tax No. 16-14-108-012)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,500.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

5352 West Washington Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Shirley A. Hughes, P.O. Box A3116, Chicago, Illinois 60690, to purchase for the sum of $5,000.00, the city-owned vacant property, as advertised, described as follows:

> Lot 3 in Alfred Hills Subdivision of Lots 13 to 20 inclusive in Block 1 and Lots 1 to 8 inclusive in Block 2 of F. H. Hills Madison Street Addition Subdivision of the west half of the west half of the southeast quarter of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian (except the west 136.9 feet of the north 270 feet thereof) and all that part of the southwest quarter of Section 9 aforesaid lying east of the east line of Willow Avenue (except the north 270 feet), in Cook County, Illinois (commonly known as 5352 West Washington Boulevard, Permanent Tax No. 16-09-317-027)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $500 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to

the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3400 South Western Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of John T. McGuire, 6353 South Kenneth Avenue, Chicago, Illinois 60629, to purchase for the sum of $7,612.00, the city-owned vacant property, as advertised, described as follows:

> Lot 1 in subdivision of Block 34 (except west 100 feet) in S. J. Walker's Subdivision of that part lying south of the Illinois and Michigan Canal of the northwest quarter of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, and of the east half of the northeast quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, also the west 20 feet of vacated South Western Avenue lying east of and adjoining Lot 1 in the subdivision of Block 34 (except the west 100 feet) in said Walker's Subdivision of that part lying south of the Illinois and Michigan Canal of the northwest quarter of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, and the east half of the northeast quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3400 South Western Avenue, Permanent Tax No. 16-36-203-027)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $762.00 submitted by said bidder to the Department of General Services,

Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1237 -- 1251 West Wilson Avenue/
4550 -- 4552 North Magnolia Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Harry Langer, 3757 North Racine Avenue, Chicago, Illinois 60613, to purchase for the sum of $79,000.00, the city-owned vacant property, as advertised, described as follows:

> Lots 97 and 98 in Sheridan Drive Subdivision being a subdivision of the north three-quarters of the east half of the northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the west half of the northwest quarter which lies north of the south 800 feet thereof and east of Green Bay Road in Cook County, Illinois (commonly known as 1237 -- 1251 West Wilson Avenue/4550 -- 4552 North Magnolia Avenue, Permanent Tax No. 14-17-117-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Development/Construction on this property must commence within five (5) years from the date of the conveyance of this deed. In the event that the condition is not satisfied by the grantee, the grantor may re-enter and take possession of the property and terminate the estate conveyed by this quitclaim deed.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $7,900.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2701 -- 2709 West 38th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Dennis Ross, 7149 South Lawndale Avenue, Chicago, Illinois 60629, to purchase for the sum of $31,420.00, the city-owned vacant property, as advertised, described as follows:

> Lots 1 and 3 in Block 14 in Corwith's Resubdivision of Lots 81 to 120, 124 to 140, 144 to 150 and 157 in Town of Brighton in Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2701 -- 2709 West 38th Street, Permanent Tax No. 16-36-422-036)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $3,142.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES AND GRANT OF AUTHORITY TO READVERTISE SAID PROPERTIES FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred nine ordinances by the Department of General Services authorizing the rejection of bids at the following locations:

2655 -- 2659 West Augusta Boulevard/947 -- 955 North Washtenaw Avenue

7049 -- 7053 South Eggleston Avenue

6363 -- 6365 South Ellis Avenue

4710 -- 4712 South Ingleside Avenue

1617 South Lawndale Avenue

5654 North Magnolia Avenue

2096 North Milwaukee Avenue

609 -- 627 South Sacramento Avenue/2946 -- 2958 West Flournoy Street

4325 -- 4329 South Vincennes Avenue

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

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

2655 -- 2659 West Augusta Boulevard/
947 -- 955 North Washtenaw Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Nicholas C. Avgerin, 30 East Huron Street, Suite 3207, Chicago, Illinois 60611, to purchase for the sum of $500.00, the city-owned vacant property.

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:

Lots 23 and 24 in Block 1 in Easton Subdivision of the northeast quarter of the southwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian (except the north 33 feet and the south 33 feet thereof) in Cook County, Illinois (commonly known as 2655 -- 2659 West Augusta Boulevard/947 -- 955 North Washtenaw Avenue, Permanent Tax No. 16-01-418-001)

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.

7049 -- 7053 South Eggleston Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Nicholas C. Avgerin, 30 East Huron Street, Suite 3207, Chicago, Illinois 60611, to purchase for the sum of $2,010.00, the city-owned vacant property.

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 14 (except the south 11.4 feet thereof) and the south half of Lot 15 (except the north 3 feet thereof) in Block 8 in L. W. Beck's Subdivision of the southeast quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook

County, Illinois (commonly known as 7049 -- 7053 South Eggleston Avenue, Permanent Tax No. 20-21-328-018)

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.

6363 -- 6365 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 Ruby L. West and Constance West, 6355 South Ellis Avenue, Chicago, Illinois 60637, to purchase for the sum of $2,000.00, the city-owned vacant property.

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 south half of Lot 'D' in King & Rumsey's Addition to Woodlawn Ridge and all of that part of Lot 15 in King & Rumsey's Addition to Woodlawn Ridge in the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6363 -- 6365 South Ellis Avenue, Permanent Tax No. 20-23-106-019)

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.

4710 -- 4712 South Ingleside Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Arnold V. Kendall, 4551 South Ellis Avenue, Chicago, Illinois 60653, to purchase for the sum of $2,000.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder, and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 41 and 42 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago in the northwest quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4710 -- 4712 South Ingleside Avenue, Permanent Tax No. 20-11-101-009)

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.

1617 South Lawndale Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Odell Lee, 1859 South Lawndale Avenue, Chicago, Illinois 60623, to purchase for the sum of $1,000.00, the city-owned vacant property.

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 south 6 feet of Lot 152 and all of Lot 153 in Lansing's Addition to Chicago in the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1617 South Lawndale Avenue, Permanent Tax No. 16-23-306-006)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

5654 North Magnolia Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Ester Drexler, 1768 West Devon Avenue, Chicago, Illinois 60660, to purchase for the sum of $1,200.00, the city-owned vacant property.

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:

that part of Lot 23 in Block 7 of Cairnduff's Addition to Edgewater, a subdivision of part of the east half of the southwest quarter of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at a point on the east line of said Lot 23, 44.01 feet north of the southeast corner of said Lot 23; thence south

along said east line a distance of 44.0 feet to the southeast corner of Lot 23; thence west along the south line of said Lot 23, a distance of 17.3 feet to the westerly line of Lot 23; thence northwesterly along a straight line to the point of beginning, in Cook County, Illinois (commonly known as 5654 North Magnolia Avenue, Permanent Tax No. 14-05-323-015)

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.

2096 North Milwaukee Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Yoshid Kabayama, 5413 North Sayre Avenue, Chicago, Illinois 60656, to purchase for the sum of $10,000.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder, and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 61 in White and Cole's Resubdivision of Block 1 in Stave's Subdivision of that part of the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2096 North Milwaukee Avenue, Permanent Tax No. 13-36-230-019)

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.

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 rejects the bid of Nicholas C. Avgerin, 30 East Huron Street, Suite 3207, Chicago, Illinois 60611, to purchase for the sum of $250.00, the city-owned vacant property.

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 2 and the west 50.75 feet of Lot 3 (except the south 33 feet of all of said premises) in Block 4 in 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 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 4. This ordinance shall take effect and be in full force from and after date of its passage.

4325 -- 4329 South Vincennes Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Nicholas C. Avgerin, 30 East Huron Street, Suite 3207, Chicago, Illinois 60611, to purchase for the sum of $3,760.00, the city-owned vacant property.

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:

> Lots 15, 16 and 17 in Block 2 in B. R. Conkrite and Company's Subdivision of that part of the north half of the north half of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4325 -- 4329 South Vincennes Avenue, Permanent Tax Nos. 20-03-401-011/012/013)

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.

AUTHORIZATION FOR GRANT OF EASEMENTS TO ILLINOIS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PURPOSES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

(Widening Of West Touhy Avenue Near North Wolf Road)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Aviation authorizing the execution of a quitclaim deed to the Illinois Department of Transportation and a temporary and permanent easement to facilitate the widening of West Touhy Avenue near North Wolf Road, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor or his proxy, subject to the attestation of the City Clerk and subject to the approval of the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago to the State of Illinois, easements for highway purposes at Chicago O'Hare International Airport, said easements to be substantially in the following form:

[Grant of Easements immediately follows Section 2 of this ordinance.]

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

Grant of Easements attached to this ordinance reads as follows:

Space Reserved For
Recording Officer

Index No./Nos.: 09-31-202-009

Address: _____
(Street)

_____
(City)

Route: F.A.P. 525 (IL-72/Touhy Avenue)

F.A.U. 2691 (Wolf Road)

Section: 3035 WRS-90

County: Cook

Job No.: R-90-010-90

Parcel: 0009PE

*Sta. 82+30.00 to Sta. 85+00.00

Owner: City of Chicago

* Along Wolf Road

Agreement Concerning Land For A
Permanent Easement.
(Corporation)

This Indenture Witnesseth, That the Grantor, the City of Chicago, a municipal corporation of the County of Cook, and the State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent _____, that _____ he _____, own _____ the fee simple title to and do by these presents grant the right, easement, and privilege to enter upon the following described land unto the State of Illinois, for the use of the Department of Transportation, its agents, contractors, and engineers, for the purpose of drainage.

Job No.: R-90-010-90 Parcel No.: 0009PE

That portion of a tract of land acquired through condemnation in the Circuit Court of Cook County, Case No. 58 C 12047, Parcel No. 1022, being part of the south half of the northeast quarter of Section 31, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; described as follows:

commencing at the northwest corner of the east half of the northeast quarter of said Section 31; thence on an assumed bearing of south 00 degrees 28 minutes 45 seconds east along the west line of said east half, being also the center line of Wolf Road per plat of dedication recorded January 30, 1933 as Document No. 11194089, a distance of 1556.45 feet; thence north 89 degrees 31 minutes 15 seconds east 50.00 feet to the point of beginning, being also the easterly right-of-way line of said Wolf Road; thence south 11 degrees 44 minutes 06 seconds east 203.92 feet; thence south 00 degrees 28 minutes 59 seconds east 70.00 feet; thence south 89 degrees 31 minutes 01 seconds west 39.81 feet to the easterly right-of-way line of said Wolf Road distant easterly 50.00 feet from the west line of the east half of the northeast quarter of said Section 31; thence north 00 degrees 28 minutes 45 seconds west along said easterly right-of-way line 270.00 feet to the point of beginning.

Said parcel containing 0.155 acres, more or less.

The said construction work to be completed as specified in the plans as prepared by the Department of Transportation.

The said work to be done in a good workmanlike manner and the expense thereof to be assumed by the said Department.

It is also agreed that the premises will be left in a neat and presentable condition.

In Witness Whereof, The City of Chicago, a municipal corporation of the State of Illinois, approved by ordinance passed by the City Council at a meeting held on _____ A.D., 1991, the conveyance of this permanent easement and Richard M. Daley, Mayor and Walter S. Kozubowski, City Clerk, have signed this easement, as their own free and

voluntary act and deed and the City Clerk has affixed the Corporate Seal, this _____ day of _____, A.D., 1991.

Attest: _____ By: _____
City Clerk Mayor

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for said County in the State aforementioned, do hereby certify that Richard M. Daley, Mayor of the City of Chicago and Walter S. Kozubowski, City Clerk of the City of Chicago, are personally known to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of the City of Chicago, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth and the seal thereto attached is the seal of said corporation.

Given under my hand and
notarial seal this _____ day
of _____, A.D., 1991.

_____
Notary Public

My Commission Expires _____

Space Reserved For
Recording Officer

Index No./Nos.: 09-31-201-001
09-31-202-009

Address: _____
(Street)

_____
(City)

Route: F.A.P. 525 (IL-72/Touhy Avenue)

F.A.U. 2691 (Wolf Road)

Section: 3035 WRS-90

County: Cook

Job No.: R-90-010-90

Parcels: 0009TE A and B

Sta. 100 + 75.00 to Sta. 101 + 50.00
* 86 + 30.00 87 + 15.00

Owner: City of Chicago

* Along Wolf Road

Agreement Concerning Land For
A Temporary Easement.
(Corporation)

This Indenture Witnesseth, That the Grantor, the City of Chicago, a municipal corporation of the County of Cook, and the State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent, _____, that _____ he _____, own _____ the fee simple title to and do by these presents grant the right, easement, and privilege to enter upon the following described land unto the State of Illinois, for the use of the Department of Transportation, its agents, contractors and engineers, for the purpose of driveway reconstruction.

Job No. R-90-010-90

Parcel Nos. 0009TE A and B
Parcel No. 0009TE A

That portion of a tract of land conveyed per Warranty Deed recorded as Document No. 17739146, being part of the east half of the northeast quarter

of the northeast quarter of Section 31, and also the east 10 acres of the west half of the northeast quarter of the northeast quarter of said Section 31, all in Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; described as follows:

commencing at the northwest corner of the northeast quarter of the northeast quarter of said Section 31; thence on an assumed bearing of north 87 degrees 00 minutes 20 seconds east along the north line of said northeast quarter 333.57 feet to the west line of the east 10 acres of the west half of the northeast quarter of the northeast quarter of said Section 31; thence south 00 degrees 29 minutes 04 seconds east along said west line 70.03 feet; thence north 87 degrees 00 minutes 33 seconds east 191.33 feet to the point of beginning; thence continuing north 87 degrees 00 minutes 33 seconds east 75.00 feet; thence south 02 degrees 59 minutes 27 seconds east 45.00 feet; thence south 87 degrees 00 minutes 33 seconds west 75.00 feet; thence north 02 degrees 59 minutes 27 seconds west 45.00 feet to the point of beginning.

Said parcel 009TE A contains 0.077 acres, more or less.

And Also

Route:	F.A.P. 525 (IL-72/Touhy Avenue) F.A.U. 2691 (Wolf Road)
Section:	3035 WRS-90
County:	Cook
Job No.:	R-90-010-90
Parcels:	0009-TE A and B
Sta.	100+75.00 to Sta. 101+50.00 *86+30.00 87+15.00
Owner:	City of Chicago

Index No./Nos.: 09-31-201-001
09-31-202-009

* Along Wolf Road

Address: _____
(Street)

_____
(City)

Parcel No. 0009 TE B

That portion of a tract of land acquired through condemnation in the Circuit Court of Cook County, Case No. 58 C 12047, Parcel No. 1022, being part of the south half of the northeast quarter of Section 31, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois; described as follows:

commencing at the northwest corner of the east half of the northeast quarter of said Section 31; thence on an assumed bearing of south 00 degrees 28 minutes 45 seconds east along the west line of said east half, being also the center line of Wolf Road per plat of dedication recorded January 30, 1933, as Document No. 11194089, a distance of 1,341.45 feet; thence north 89 degrees 31 minutes 15 seconds east 50.00 feet to the point of beginning; thence south 73 degrees 42 minutes 45 seconds east 51.99 feet; thence south 00 degrees 28 minutes 59 seconds east 55.00 feet; thence south 72 degrees 44 minutes 53 seconds west 51.99 feet to the easterly right-of-way line of said Wolf Road distant easterly 50.00 feet from the west line of the east half of the northeast quarter of said Section 31; thence north 00 degrees 28 minutes 45 seconds west along said easterly right-of-way line 85.00 feet to the point of beginning.

Said parcel 0009TE B contains 0.080 acres, more or less.

Said parcels 0009TE A and B contain 0.157 acres, more or less.

This easement shall be in effect for a period of three (3) years from the date of execution or completion of construction operations, whichever occurs first.

The said construction work to be completed as specified in the plans as prepared by the Department of Transportation.

The said work to be done in a good workmanlike manner and the expense thereof to be assumed by the said Department.

It is also agreed that the premises will be left in a neat and presentable condition.

In Witness Whereof, The City of Chicago, a municipal corporation of the State of Illinois, approved by ordinance passed by the City Council at a meeting held on _____ A.D., 1991, the conveyance of this permanent easement and Richard M. Daley, Mayor and Walter S. Kozubowski, City Clerk, have signed this easement, as their own free and voluntary act and deed and the City Clerk has affixed the Corporate Seal, this _____ day of _____, A.D., 1991.

Attest: _____ By: _____
City Clerk Mayor

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for said County in the State aforementioned, do hereby certify that Richard M. Daley, Mayor of the City of Chicago and Walter S. Kozubowski, City Clerk of the City of Chicago, are personally known to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of the City of Chicago, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth and the seal thereto attached is the seal of said corporation.

Given under my hand and
notarial seal this _____ day
of _____, A.D., 1991.

_____
Notary Public

My Commission Expires _____

AUTHORIZATION FOR EXECUTION OF QUITCLAIM DEED AND GRANT OF EASEMENTS TO ILLINOIS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PURPOSES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

(Ramp Construction)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Aviation granting easements over four (4) parcels of land to the Illinois Department of Transportation for ramp construction, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor or his proxy, subject to the attestation of the City Clerk and subject to the approval of the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago to the State of Illinois, a quitclaim deed and easements for highway purposes at Chicago O'Hare International Airport, said quitclaim deed and easements to be substantially in the following form:

[Quitclaim Deed and Grant of Easements immediately follow Section 2 of this ordinance.]

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

[Quitclaim Deed referred to in this ordinance unavailable at time of printing.]

Grant of Easements attached to this ordinance read as follows:

Space Reserved For Recording Officer	Job No.: R-90-016-88	Route: F.A.I. 190
	Section:	
	County: Cook	Parcel No.: 0001-T.E.
	Sta.:	To Sta.:
Index No./Nos.: 12-08-100-006 (8001)		
Address: _____ (Street) _____ (City)		

City Of Chicago, A Municipal Corporation

Agreement Concerning Land For
A Temporary Easement.
(Corporation)

This Indenture Witnesseth, That the Grantor _____, the City of Chicago, a municipal corporation of the County of Cook, and the State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent, _____, that _____ he _____, own _____ the fee simple title to and do by these presents grant the right, easement and privilege to enter upon the following described land unto the State of Illinois, for the use of the Department of Transportation, its agents, contractors and engineers, for the purpose of ramp construction.

Job No. R-90-016-88 Parcel No. 0001-T.E.

That part of the west half of the southwest quarter of Section 4, and that part of the west half of the northwest quarter of Section 9, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois bounded and described as follows:

commencing at the northwest corner of the northwest quarter of said Section 9; thence easterly along the north line of said northwest quarter of Section 9, on an assumed bearing of north 87 degrees 42 minutes 42 seconds east 435.65 feet to the point of beginning; thence north 41 degrees 47 minutes 03 seconds east 335.65 feet to a point; thence north 89 degrees 37 minutes 50 seconds east 120.00 feet to a point on the existing permanent easement line as approved by the City of Chicago, July 7, 1960, as per the Journal of Proceedings, pages 2885 -- 2887; thence south 29 degrees 56 minutes 47 seconds west, along said existing permanent easement line, 127.00 feet to a point; thence south 44 degrees 44 minutes 37 seconds west 674.46 feet to a point in said permanent easement line; thence south 87 degrees 42 minutes 42 seconds west along said existing permanent easement line, 99.10 feet to an angle point in said permanent easement line; thence north 22 degrees 22 minutes 35 seconds west along said permanent easement line, 10.00 feet; thence north 41 degrees 47 minutes 03 seconds east 446.25 feet to the point of beginning.

Containing an area of 77,893 square feet or 1.788 acres.

This easement shall be in effect for a period of three (3) years from the date of execution or completion of construction operations, whichever occurs first.

The said construction work to be completed as specified in the plans as prepared by the Department of Transportation.

The said work to be done in a good workmanlike manner and the expense thereof to be assumed by the said Department.

It is also agreed that the premises will be left in a neat and presentable condition.

In Witness Whereof, The City of Chicago, a municipal corporation of the State of Illinois, approved by ordinance passed by the City Council at a meeting held on _____ A.D., 1991, the conveyance of this permanent Easement and Richard M. Daley, Mayor and Walter S. Kozubowski, City Clerk, have signed this Easement, as their own free and voluntary act and deed and the City Clerk has affixed the Corporate Seal, this _____ day of _____, A.D., 1991.

Attest: _____ By: _____
City Clerk Mayor

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for said County in the State aforementioned, do hereby certify that Richard M. Daley, Mayor of the City of Chicago and Walter S. Kozubowski, City Clerk of the City of Chicago, are personally known to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of the City of Chicago, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth and the seal thereto attached is the seal of said corporation.

Given under my hand and notarial seal this _____ day of _____, A.D., 1991.

Notary Public_____

My Commission Expires _____

Space Reserved For Recording Officer	Job No.: R-90-016-88 Route: F.A.I. 190
	Section:
	County: Cook Parcel No.: 0001-P.E.
	Sta.: To Sta.:
Index No./Nos.: 12-08-100-006 (8001)	
Address: _____ (Street)	
_____ (City)	

The City Of Chicago, A Municipal Corporation.

Agreement Concerning Land For
A Permanent Easement.
(Corporation)

This Indenture Witnesseth, That the Grantor_____, the City of Chicago, a municipal corporation of the County of Cook, and the State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent, _____, that it owns _____ the fee simple title to and do by these presents grant the right, easement and privilege to enter

upon the following described land unto the State of Illinois, for the use of Ramp Construction.

Job No. R-90-016-88 Parcel No. 0001-P.E.

That part of the west half of the southwest quarter of Section 4, and that part of the west half of the northwest quarter of Section 9, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois bounded and described as follows:

commencing at the northwest corner of the northwest quarter of said Section 9; thence easterly along the north line of said northwest quarter of Section 9, on an assumed bearing of north 87 degrees 42 minutes 42 seconds east 639.52 feet to the point on the existing permanent easement line as approved by the City of Chicago, July 7, 1960, as per the Journal of Proceedings, pages 2885 -- 2887, said point being the point of beginning; thence south 29 degrees 56 minutes 47 seconds west along said existing permanent easement line 236.44 feet to an angle point in said existing permanent easement line; thence south 57 degrees 39 minutes 04 seconds west along said existing permanent easement line, 259.53 feet to an angle point in said existing permanent easement line; thence south 87 degrees 42 minutes 42 seconds west along said existing permanent easement line, 61.00 feet to a point in said permanent easement line; thence north 44 degrees 44 minutes 37 seconds east 674.46 feet to a point in the existing permanent easement line; thence south 29 degrees 56 minutes 47 seconds west 153.34 feet along said permanent easement line to the point of beginning.

Containing an area of 37,537 square feet = 0.862 acres.

The said construction work to be completed as specified in the plans as prepared by the Department of Transportation.

The said work to be done in a good workmanlike manner and the expense thereof to be assumed by the said Department.

It is also agreed that the premises will be left in a neat and presentable condition.

In Witness Whereof, The City of Chicago, a municipal corporation of the State of Illinois, approved by ordinance passed by the City Council at a meeting held on _____ A.D., 1991, the conveyance of this permanent easement and Richard M. Daley, Mayor and Walter S. Kozubowski, City Clerk, have signed this easement, as their own free and

voluntary act and deed and the City Clerk has affixed the Corporate Seal, this _____ day of _____, A.D. 1991.

Attest: _____ By: _____
City Clerk Mayor

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for said County in the State aforementioned, do hereby certify that Richard M. Daley, Mayor of the City of Chicago and Walter S. Kozubowski, City Clerk of the City of Chicago, are personally known to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of the City of Chicago, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth and the seal thereto attached is the seal of said corporation.

Given under my hand and
notarial seal this _____ day
of _____, A.D., 1991.

_____
Notary Public

My Commission Expires _____

Space Reserved For Recording Officer	Job No.: R-90-016-88	Route: F.A.I. 190
	Section:	
	County: Cook	Parcel No.: 0002-P.E.
	Sta.:	To Sta.:
Index No./Nos. 12-08-100-006 (8001)		
Address: _____ (Street) _____ (City)		

The City Of Chicago, A Municipal Corporation.

Agreement Concerning Land For
A Permanent Easement.
(Corporation)

This Indenture Witnesseth, That the Grantor _____, the City of Chicago, a municipal corporation of the County of Cook, and the State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent, _____, that it owns _____ the fee simple title to and do by these presents grant the right, easement and privilege to enter upon the following described land unto the State of Illinois, for the use of Ramp Construction.

Job No. R-90-016-88 Parcel No. 0002-P.E.

That part of the west half of the southwest quarter of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

commencing at the southwest corner of said Section 4; thence easterly along the south line of the southwest quarter of said Section 4, on an assumed bearing of north 87 degrees 42 minutes 42 seconds east 639.52 feet to a point on the existing permanent easement line as approved by the City of Chicago, July 7, 1960, as per the Journal of Proceedings, pages 2885 -- 2887; thence north 29 degrees 56 minutes 47 seconds east along said existing permanent easement line 340.34 feet to an angle point in said permanent easement line; thence north 89 degrees 37 minutes 50 seconds east along said existing permanent easement line 263.80 feet to an angle point in said existing permanent easement line and to the point of beginning; thence north 00 degrees 19 minutes 44 seconds west along said existing permanent easement line 210.00 feet; thence south 22 degrees 10 minutes 08 seconds west 227.36 feet to a point on the said existing permanent easement line as previously described as bearing north 89 degrees 37 minutes 50 seconds east; thence easterly along said existing permanent easement line, bearing north 89 degrees 37 minutes 50 seconds east 87.00 feet to the point of beginning.

Containing an area of 9,135 square feet = 0.210 acres.

The said construction work to be completed as specified in the plans as prepared by the Department of Transportation.

The said work to be done in a good workmanlike manner and the expense thereof to be assumed by the said Department.

It is also agreed that the premises will be left in a neat and presentable condition.

In Witness Whereof, The City of Chicago, a municipal corporation of the State of Illinois, approved by ordinance passed by the City Council at a meeting held on _____ A.D., 1991, the conveyance of this permanent easement and Richard M. Daley, Mayor and Walter S. Kozubowski, City Clerk, have signed this easement, as their own free and voluntary act and deed and the City Clerk has affixed the Corporate Seal, this _____ day of _____, A.D. 1991.

Attest: _____ By: _____
City Clerk Mayor

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for said County in the State aforementioned, do hereby certify that Richard M. Daley, Mayor of the City of Chicago and Walter S. Kozubowski, City Clerk of the City of Chicago, are personally known to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of the City of Chicago, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth and the seal thereto attached is the seal of said corporation.

Given under my hand and
notarial seal this _____ day
of _____, A.D., 1991.

_____
Notary Public

My Commission Expires _____

Space Reserved For Recording Officer	Job No.: R-90-016-88	Route: F.A.I. 190
	Section:	
	County: Cook	Parcel No.: 0003-P.E.
	Sta.:	To Sta.:
Index No./Nos.: 12-04-400-022 through 026, -030, -041, -065 through -069		
Address: _____ (Street) _____ (City)		

City Of Chicago, A Municipal Corporation

Agreement Concerning Land For
A Permanent Easement.
(Corporation)

This Indenture Witnesseth, That the Grantor _____, the City of Chicago, a municipal corporation of the County of Cook, and the State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent, _____, that it owns _____ the fee simple title to and do by these presents grant the right, easement and privilege to enter upon the following described land unto the State of Illinois, for the use of the ramp construction.

Job No. R-90-016-88 Parcel No. 0003-P.E.

That part of the east half of the southwest quarter and that part of the southwest quarter of the southeast quarter and that part of Lot 6 in

Jarneke's Division of land, according to the plat thereof recorded December 4, 1912, as Document 5092101, all in Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

beginning at the northwest corner of Lot 4 in Lieske's Resubdivision according to the plat thereof recorded July 12, 1957, as Document 16982799 as monumented and occupied; thence on an assumed bearing of north 87 degrees 43 minutes 26 seconds east 259.55 feet along the north line of Lots 4 and 7 in Lieske's Resubdivision to the northeast corner of said Lot 7 as monumented and occupied; thence north 58 degrees 58 minutes 29 seconds east 76.88 feet to the northwest corner of Lot 1 in A. J. Adam's Resubdivision according to the plat thereof recorded August 19, 1957, as Document 16989441; thence north 70 degrees 47 minutes 28 seconds east 140.89 feet to the northwest corner of Lot 6 in Dumelle -- Purcell Resubdivision according to the plat thereof recorded August 20, 1957, as Document 16989440; thence north 65 degrees 35 minutes 58 seconds east 146.05 feet to the northeast corner of Lot 5 in said Dumelle -- Purcell Resubdivision; thence north 70 degrees 45 minutes 37 seconds east 737.73 feet to a point in the east line of aforesaid Lot 6 in Jarneke's Division, said point being 83.64 feet north as measured along said east line of Lot 6 in Jarneke's Division of the south corner of Lot 13 in DeJames' Willow Creek Estates Subdivision according to the plat thereof recorded June 12, 1967, as Document 20162481; thence south 00 degrees 11 minutes 47 seconds east 83.64 feet along said east line of Lot 6 in Jarneke's Division to said south corner of Lot 13 in the DeJames' Willow Creek Estates Subdivision; thence south 34 degrees 57 minutes 25 seconds west, along the existing permanent easement line, 23.31 feet (24.30 feet recorded) to a point; thence south 57 degrees 23 minutes 02 seconds west 450.02 feet (449.97 feet recorded) to a point; thence south 64 degrees 24 minutes 15 seconds west, along said existing permanent easement line, 350.42 feet (350.27 feet recorded) to the point of intersection of said existing permanent easement line and the south line of said Lot 6 in Jarneke's Division as monumented and occupied; thence south 64 degrees 26 minutes 38 seconds west 725.85 feet along said existing permanent easement line to a point in the east right-of-way line of the Minneapolis, St. Paul & Sault Ste. Marie Railroad; thence north 15 degrees 09 minutes 21 seconds west 417.29 feet along the east right-of-way line of the Minneapolis, St. Paul & Sault Ste. Marie Railroad to a point at the intersection of the westerly extension of said north line of Lot 4 in Lieske's Resubdivision; thence continuing along said east right-of-way line of the Minneapolis, St. Paul & Sault Ste. Marie Railroad along the same bearing of north 15 degrees 09 minutes 21 seconds west 150.00 feet to a point; thence south 24 degrees 03 minutes 32 seconds east 157.47 feet to a point on said westerly extension of the north line of Lot 4 in Lieske's Resubdivision; thence north 87 degrees 43 minutes 26 seconds east 159.43 feet to the point of beginning.

Containing an area of 349,705 square feet = 8.028 acres.

The said construction work to be completed as specified in the plans as prepared by the Department of Transportation.

The said work to be done in a good workmanlike manner and the expense thereof to be assumed by the said Department.

It is also agreed that the premises will be left in a neat and presentable condition.

In Witness Whereof, The City of Chicago, a municipal corporation of the State of Illinois, approved by ordinance passed by the City Council at a meeting held on _____ A.D., 1991, the conveyance of this permanent easement and Richard M. Daley, Mayor and Walter S. Kozubowski, City Clerk, have signed this easement, as their own free and voluntary act and deed and the City Clerk has affixed the Corporate Seal, this _____ day of _____, A.D. 1991.

Attest: _____ By: _____
City Clerk Mayor

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for said County in the State aforementioned, do hereby certify that Richard M. Daley, Mayor of the City of Chicago and Walter S. Kozubowski, City Clerk of the City of Chicago, are personally known to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of the City of Chicago, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth and the seal thereto attached is the seal of said corporation.

Given under my hand and
notarial seal this _____ day
of _____, A.D., 1991.

_____
Notary Public

My Commission Expires _____

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH ILLINOIS DEPARTMENT OF CORRECTIONS FOR USE OF CITY-OWNED PROPERTY AT 10 SOUTH KEDZIE AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 10 South Kedzie Avenue for the Department of Corrections, Lease Number 20019, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, a municipal corporation, as Lessor, and the State of Illinois, as Lessee, for approximately 857 square feet of office space in Room 203 at the Garfield Community Service Center located at 10 South Kedzie Avenue, for the Department of Corrections, such lease to be approved by the Department of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement attached to this ordinance reads as follows:

Lease No. 20019

Department Of Central Management Services

State Of Illinois

Real Estate Lease Form

Lease Control Number 1768

[1] Agreement: The parties hereto agree to lease the described premises on the following terms and conditions: _____

_____

[2] Lessee: The State of Illinois, Department of Central Management Services for the use of the Using Agency or any other State agency.

[3] Using Agency (Main Office):

Department of Corrections
1301 Concordia Court
Springfield, Illinois 62702

[4] Lessor: Lessor's FEIN/S.S. Number _____

City of Chicago, a municipal corporation
Department of General Services
320 North Clark Street -- Suite 505
Chicago, Illinois 60610

[5] Managing Agent:

Department of General Services
Bureau of Facilities Management
320 North Clark Street -- Suite 502
Chicago, Illinois 60610

[6] Leased Premises: these premises held in (fee simple, etc.)

fee simple are described as:

[7] Consisting of approximately 857 square feet of office space in Room 203 at the Garfield Community Service Center, located at 10 South Kedzie Avenue in the City of Chicago, County of Cook, State of Illinois.

[8] Location In Building: Second Floor

[9] Square Feet And How Measured: Floor Plan

[10] Percent Of Rentable Space: 3

Base Term: The term will be for [11] 24 months from [12] 7/1/90 to [13] 6/30/92.

[14] ~~Renewal: The Lessee shall have the right to renew the lease for a further period of _____ years or any portion of such period upon the same terms and conditions provided Lessee shall give _____ days notice to Lessor of its intention to exercise such option. (Strike if no renewal negotiated)~~

[15] Early Termination: Lessee and/or Lessor shall have the option to terminate this lease by giving 90 days written notice to either party of its intention to exercise this option.

[16] ~~Improvements: The parties agree that the specifications contained in the attached Exhibit I shall be the specifications for the improvements required to be made by the Lessor at his sole cost and expense and under the terms of this lease. Work is to be completed by (date) [17] N/A. All costs to be documented and verified. Time is of the essence. Lessee shall have the right to audit all construction and related costs expended by Lessor's contractors or their subcontractors in relation to improvements in Exhibit I.~~

[18] Rental: Payments to be made monthly in arrears subject to legislative appropriation. Send payment to [19] City of Chicago, Comptroller's Office, 121 North LaSalle Street, Chicago, Illinois.

Base Rent:

[20] Total for term on lease $16,197.30

[21] Base Rent/Square Foot $9.45

Improvement:

[22] Total $ N/A

[23] N/A Month amoritized/Square Foot [24] $ N/A

[25] Total Cost Per Square Foot Per Year ..... $ 9.45

[26] Annual Rent Payable To Lessor ..... $ 8,098.68

[27] monthly payment [28] $ 674.89
(Type amount in words on line 29)

[29] Six Hundred Seventy-four and 89/100 Dollars

For State of Illinois Use Only:
9.45 Annual Square Foot/Base Rent
X Gas
X Electric
X Water
X Janitor
--- Other Costs
--- Construction Cost
9.45 Full Service Cost

[30] Exhibits: The following exhibits are made a part of this lease:

[31] [X] D-Disclosure [33] [ ] I-Improvement [35] [ ]_____

[32] [ ] Purchase Option [34] [ ] J-Cleaning Service [36] [ ]_____

[37] Care And Maintenance: Lessee shall take the premises in the present condition, building code violations and latent defects excepted and except for improvements and repairs required to be made elsewhere in this lease.

Lessor shall provide and pay all costs related to provision of the following:

A. Electricity as required to supply energy for air conditioning, or heat, to maintain leased premises at 78 degrees or less in summer, 68 degrees or more in winter.

B. Electricity as required by Lessee at desk level. (Interior lights, office machines, etc.)

C. Necessary fixtures for heating, cooling, water and electricity and all maintenance and repairs.

D. All necessary fluorescent bulbs and ballasts and labor costs to install same.

E. Gas/oil for heat as required by Lessee to maintain leased premises at 68 degrees or more in winter or provide heat required to keep premises at 68 degrees or more.

F. Hot and cold running water and sewer as required by Lessee.

G. Institutional cleaning service and scavenger service to keep premises clean, healthful and sightly ~~as per attached janitorial schedule.~~

H. Complete exterminating service.

I. Elevator service where applicable.

J. All general maintenance and repairs not caused by Lessee's negligence.

K. Service and maintenance of fire extinguishers.

L. Compliance with all applicable building, fire and safety codes associated with Lessee's use of the premises.

M. Snow removal after each 2 inch accumulation.

N. Maintenance of lawn and shrubs.

O. ~~Cleaning, painting and decorating after each _____ months.~~

~~P. Parking for _____ cars.~~

Q. Provide for raceways or wall space conduit which allows Lessee to install phone lines.

R. Lessor to provide and maintain an adequate ventilating system to maintain air exchange levels in conformance with applicable codes.

[38] Handicapped Accessibility: This lease is in compliance with the Illinois Accessibility Code dated May 1, 1988.

~~Handicapped Accessibility: The leased premises provides for~~ handicapped accessibility as follows:

A.	Level or ramped entrance	[ ] Yes	[ ] No	
B.	Usable restrooms	[ ] Yes	[ ] No	
C.	Usable water fountains	[ ] Yes	[ ] No	
D.	Elevators to all floors	[ ] Yes	[ ] No	[ ] N/A
E.	Parking (10% at 12-foot width)	[ ] Yes	[ ] No	[ ] N/A
F.	Doors (36 inches wide)	[ ] Yes	[ ] No	
G.	Ramps (48 inches wide)	[ ] Yes	[ ] No	
H.	Safety switches (57 inches or less)	[ ] Yes	[ ] No	[ ] N/A
I.	Braille markings	[ ] Yes	[ ] No	[ ] N/A

Exceptions granted for items marked "no" based on:

J.	Lack of alternate site	[ ] Yes
K.	Lack of funds	[ ] Yes
~~L.~~	~~On-going program~~	~~[ ] Yes~~

~~M. Immediate need [ ] Yes~~

~~N. Lack of use [ ] Yes~~

[39] Rental: Lessor may only look to the Using Agency for payment of rent or other charges. C.M.S. is not responsible for payment unless it is a Using Agency.

[40] Holdover: If, after expiration of the lease, the Lessee shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term.

[41] Fiscal Funding: Any lease that extends beyond June 30 of any year is subject to sufficient funds being made available by the General Assembly or federal funding source.

[42] Federal Funding (Strike if not applicable): Lessor understands that liability for rent is due solely from federal funds.

~~[43] Purchase Option: A purchase option has been negotiated. Such information is shown in Exhibit P. (Strike if not applicable)~~

[44] Quiet Enjoyment: Lessor covenants that it has full right and power to execute and perform this lease. Authority for corporations, partnerships and trust is shown on Exhibit D. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default of foreclosure will not affect the Lease.

[45] Possession And Surrender: Lessee will be entitled to possession on said date, neither Lessee nor Agency shall be liable for rent, and rental shall be prorated from date of occupancy and if possession cannot be given within 30 days of the commencement of the lease terms for reasons other than the delay by causes beyond the reasonable control of the Lessor, inability to acquire adequate financing shall not be considered sufficient cause for delay, then Lessee, at its own option may terminate this lease.

Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control; and improvements herein permitted or required excepted.

Lessee may remove all State owned or paid for equipment, fixtures and improvements. Lessee will repair damage beyond reasonable wear and tear caused by such removals.

[46] Assignment: The Department of Central Management Services may substitute Using Agencies at any time with permission of Lessor. Such substitute Agency shall be for all or part of the leased premises. The substitute Agency would be responsible for all future obligations unless otherwise specified by the Department.

[47] Condemnation: If during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable for Lessee, the Lessee may terminate the lease by giving at least 30 days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

[48] Untenantability: If the premises becomes untenantable because of casualty or Lessor's act or neglect, Lessee may declare the lease terminated and may vacate if the problem is not cured by the Lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.

[49] Insurance: Lessor is self insuring ~~shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty.~~ Lessee understands that such insurance will not cover Lessee's equipment or office furnishings. Lessee is self insuring. A copy of Lessee's self-insurance policy will be provided on request.

[50] Breach: Failure of Lessor to comply with this lease, to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of the lease. This will allow Lessee the option of having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminate the lease. If the lease is terminated, Lessee may remain in possession, making payments at the monthly rate, until suitable substitute premises are available.

[51] Covenants Binding: All covenants and representations made in this lease are dependent and will be binding upon, apply to and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express approval of the Department of Central Management Services or of Lessor, Department of General Services.

~~[52] Examination Of Records: Lessor agrees to allow Lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease.~~

[53] Signature: Representatives of the Department of Central Management Services and the Using Agency execute this document in their official capacity only and not as individuals.

[54] Notices: Notices to Lessor shall be sent to the address shown on page one of this lease. Notices to Lessee shall be sent to the Using Agency at the address shown on page one of this lease and to the Department of Central Management Services at either 723 Stratton Office Building, Springfield, Illinois 62706 or 100 West Randolph Street, Suite 11-800, Chicago, Illinois 60601. All notices will be effective upon posting in the U. S. Mail.

[55] Laws Of Illinois: This lease will be interpreted in accordance with Illinois laws and applicable administrative rules.

[56] Nondiscrimination: Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U. S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Department of Human Rights equal employment opportunity clause is incorporated by reference.

[57] Parties signing the lease on behalf of the Lessor certify that they have authority to execute the lease and to commit to all described covenants.

[58] The Lessor certifies that he is not in default on an educational loan as provided in Public Act 85-827.

[59] The Lessor certifies that he/they have not been barred from entering into this agreement as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

[60] All tenant improvement work completed on behalf or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor pursuant to the Illinois Revised Statutes, Chapter 489, Section 39x-1 et seq., as amended.

Signatures: Having agreed to lease the premises, the parties have executed this document, Lessor also certifying he has not bribed or attempted to bribe an officer or employee of the State of Illinois.

Lessor

[56] By: _____ [57] _____
date

[58] Title: _____

[59] Attest: _____

Using Agency

[60] By: _____ [61] _____
date

[62] Title: _____

Department of Central Management Services

[63] By: _____ [64] _____
date

[65] Title: _____

[66] Negotiated By: J. Bonarigo April 17, 1990
Leasing Representative date

Approved As To Legal Form: (Signed) Maria E. Hoffman
Assistant Corporation Counsel

Lease No.: 1768

Location: 10 South Kedzie Avenue
Chicago, Illinois 60610

Lessor: City of Chicago
Department of General Services
320 North Clark Street
Suite 505
Chicago, Illinois 60610

Agency: Corrections

Certification

Under penalties of perjury, I certify that _____is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

____Individual

____Sole Proprietorship

____Partnership

____Corporation

____Not-for-profit Corporation

____Medical and Health Care Services Provider Corporation

____Real Estate Agent

____Governmental Entity

____Tax Exempt Organization (IRC 501 (a) only)

____Trust or Estate

The undersigned acknowledges and agrees that this certification shall be incorporated into and made a part of the Lease, Amendment to Lease, Renewal of Lease to which this Certification is attached.

Name: _____

By: _____

Title: _____

Disclosure Statement attached to this Lease Agreement reads as follows:

Real Estate Lease Form Disclosure Statement.

This Statement Must Be Completed By The Lessor.

C.M.S.
Illinois Department Of
Central Management Services

Lease Control No. _____

Disclosure of the following information is required by Illinois law (Ill. Rev. Stat. Ch. 102, par. 3.1 and Ch. 127. 132.10-1 and 11-1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center).

I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease (applies to individuals, partnerships, and/or corporations). If no one individual owns more than 7½% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7½% interest, then the requirements of this disclosure may be met by so stating below.

City of Chicago, a municipal corporation, as Lessor.

II. For land trusts, state the name of every owner or beneficiary having an interest in the lease:

N/A

III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

_____ No _____ Yes If "yes", explain employment and/or relationship.

N/A

IV. I, _____, state on oath or affirm that I am _____ for/of _____
(Title) (Firm/Name)
and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

(For Signatures See Exhibit E)

State of Illinois)
) SS.
County of _____)

_____
Signature Date

_____

_____
Attestation (name/title) Date

I, _____, certify on _____, 198___, _____, personally appeared before me and swore or affirmed that _____ he _____ signed this document as _____ of _____ and that the information provided was true and correct.

Notary Seal

_____
Notary Public

Commission Expires: _____

Exhibit "E" attached to this Disclosure Statement reads as follows:

Exhibit "E".

City of Chicago, a municipal corporation, Lessor

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

By: _____
Asset Manager, Real Estate

By: _____
Commissioner, Department of General Services

By: _____
Department of Central Management Services,
State of Illinois, Lessee

By: _____
Director, Department of Corrections,
State of Illinois

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 3059 WEST 26TH STREET FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 3059 West 26th Street for the Department of Health, Lease Number 10039, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Apex Investment Associates, Inc., as beneficiary under American National Bank and Trust Company of Chicago,Trust Agreement dated December 1, 1965 and known as Trust Number 22630, as Lessor, for approximately 12,000 square feet of ground floor office space located at 3059 West 26th Street (Pilsen Park Shopping Plaza), for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed on page 723 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Asset Management, Department of General Services, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Apex Investment Associates, Inc., c/o Shai Lotham, Vice President, 4001 West Devon Avenue, Chicago, Illinois 60646.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Seventeen Thousand and no/100 Dollars ($17,000.00) per month for the period beginning on the 1st day of July, 1991 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of June, 1992;

Seventeen Thousand Six Hundred Eighty and no/100 Dollars ($17,680.00) per month for the period beginning on the 1st day of July, 1992 and ending on the 30th day of June, 1993;

Eighteen Thousand Three Hundred Ninety and no/100 Dollars ($18,390.00) per month for the period beginning on the 1st day of July, 1993 and ending on the 30th day of June, 1994;

Nineteen Thousand One Hundred Thirty and no/100 Dollars ($19,130.00) per month for the period beginning on the 1st day of July, 1994 and ending on the 30th day of June, 1995;

Nineteen Thousand Nine Hundred and no/100 Dollars ($19,900.00) per month for the period beginning on the 1st day of July, 1995 and ending on the 30th day of June, 1996.

Base rent shall be abated during each of the sixth (6th) and fifty-fourth (54th) full calendar months after execution of lease.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Apex Investment Associates, Inc., c/o Shai Lotham, Vice President, 4001 West Devon Avenue, Chicago, Illinois 60646.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs within sixty (60) days after lease commencement:

Lessor shall complete total build-out as specified in Exhibit A.

Install carpeting and tile where necessary, color will be chosen by Lessee from building standards.

Make bathrooms handicapped accessible.

Provide and pay for heat up to $.35 per square foot annually. Maintain plants and equipment in good operable condition for comfortable occupancy of demised premises.

Provide central air conditioning daily whenever air conditioning shall be required for comfortable occupancy of the demised premises. Maintain plants and equipment in good operable condition.

Provide and pay for janitorial service for the structural maintenance of the exterior and interior of building including mechanical components except for repairs required due to neglect and/or vandalism caused by Lessee's agents, guests or invitees. Janitorial service shall not be

construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the exterior of the physical plant.

Maintain exterior of building, including maintenance of all mechanical components.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other tax levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for prompt removal of snow and ice from sidewalk and parking lot which immediately abut the demised premises.

Provide and maintain at all times public liability insurance in amounts of $1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Lessee under this lease shall:

Pay for all electricity as metered for outlets and air conditioning, lights, et cetera.

Have use of parking spaces at adjacent parking lot.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, sweeping of any kind and any maintenance required by Lessee's neglect, vandalism, or improper use of premises.

Replace any broken plate glass on said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for alarm system.

Have a first right of notice for an additional fifteen thousand (15,000) square feet of office space adjacent to demised premises. In the event Lessee desires to exercise option, Lessor will provide comparable office space to Lessee within sixty (60) days from notice to Lessor. Rental payments (per square foot rate) and terms will be same as master lease.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses:

R-1 In the event Lessee elects to place another similar City agency in the leased premises, Lessee shall pay rent for the entire leased premises until such time as the replacement City agency takes occupancy of the leased premises, at which time the rent obligation shall become that of the replacement City agency. Further, any replacement City agency shall be similar to Lessee in number of employees, and invitees.

R-2 In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

R-3 Use of Premises. Lessee shall use and occupy the premises for the use of office and for no other use or purpose.

Lessee will not have a registered pharmacist on demised premises or sell any pharmaceutical products.

R-4 Untenantability. If the premises or any part of the building shall be rendered untenantable by fire or other casualty, this lease shall thereby be terminated and Lessee shall be chargeable with rent only to the date of such fire or other casualty; in the event Lessor shall commence rebuilding within sixty (60) days, Lessee shall be excused from payment of rent for the period of rebuilding.

If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined as more than fifty percent (50%)) of the premises or the building untenantable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control.

R-5 Assignment of Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such assignment or sale, and Lessee agrees to attorn to the Purchaser or Assignee.

R-6 Mutual Waiver of Subrogation Rights. Whenever (A) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties of this lease, or anyone claiming by, through, or under it in connection with the leased premises, and (B) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or required under this lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of said loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect). If the party released from liability hereunder is the Lessor, and if Lessor is an Illinois Land

Trust, the term "Lessor", for the purpose of this Section R-6 only, shall include the Trustee, its agents, its beneficiary or beneficiaries and their agents.

R-7 Eminent Domain. If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this lease upon not less than one hundred fifty (150) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.

R-8 Estoppel Certificate. The Lessee agrees that from time to time upon not less than fifteen (15) days prior request by Lessor, the Lessee will deliver to Lessor a statement in writing certifying (A) that this lease is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (B) the dates to which the rent and other charges have been paid; (C) that the Lessor is not in default under any provision of this lease, or, if in default, the nature thereof in detail; (D) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (E) that there has been no prepayment of rent other than that provided for in the lease; and (F) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any state thereof.

R-9 Consent Required. Lessee shall not, without Lessor's prior written consent, (A) assign, convey or mortgage this lease or any interest under it; (B) allow any transfer thereof or any lien upon Lessee's interest by operation of law; (C) sublet the leased premises or any part thereof; or (D) permit the use or occupancy of the leased premises or any part thereof by anyone other than Lessee, its clients and/or invitees. Lessor agrees that it will not unreasonably withhold

its consent to any assignment or sublease, provided that if Lessee requests Lessor's consent to an assignment of the lease or to a sublease of all or a substantial portion of leased premises, Lessor may, in lieu of granting such consent or reasonably withholding the same, terminate this lease, effective on the effective date of said assignment or on the commencement date specified in the sublease as the case may be, to which Lessor's consent was requested. No such termination shall be effective unless consented to in writing by any first mortgagee. No permitted assignment or subletting shall relieve Lessee of Lessee's covenants and agreements hereunder and Lessee shall continue to be liable as a principal and as a guarantor or surety, to the same extent as though no assignment or subletting had been made.

R-10 Encumbering Title. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the leased premises, nor shall the interest or estate of Lessor in the leased premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the leased premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessor in and to the leased premises.

Liens and Right to Contest. Lessee shall not permit the leased premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the leased premises by, or at the direction or sufferance of Lessee; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor such security as may be deemed satisfactory to Lessor to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the leased premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

R-11 Rights Reserved to Lessor. Without limiting any other rights reserved or available to Lessor under this lease, at law or in equity, Lessor, on behalf of itself and its agents (and its beneficiary or beneficiaries and their agents if Lessor is an Illinois land trust) reserves the following rights, to be exercised at Lessor's election:

A. To change the street address of the leased premises;

B. To inspect the leased premises and to make repairs, additions or alterations to the leased premises;

C. To show the leased premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the lease term, to persons wishing to rent the leased premises;

D. During the last year of the lease term, to place and maintain the usual "for rent" signs on the leased premises; and

E. During the last thirty (30) days of the lease term, if during or prior to that time Lessee vacates the leased premises, to decorate, remodel, repair, alter or otherwise prepare the leased premises for new occupancy.

Lessor may enter upon the leased premises for any and all of the said purposes and may exercise any and all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Lessee's use or possession of the leased premises, and without being liable in any manner to Lessee.

R-12 Subordination or Superiority. The rights and interest of Lessee under this lease shall be subject and subordinate to any first mortgage or trust deed creating a first mortgage that may be placed upon the leased premises by Lessor and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or trust deeds shall elect to subject and subordinate the rights and interest of Lessee under this lease to the lien of its mortgage or deed of trust and shall agree to recognize this lease of Lessee in the event of foreclosure if Lessee is not in default (which agreement may, at such mortgagee's option, require attornment by Lessee). Any such mortgagee or trustee may elect to give the rights and interest of Lessee under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Lessee to that effect, the rights and interest of Lessee under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or trust deed, whether this lease is dated prior to or subsequent to the date of said mortgage or trustee deed. Lessee shall execute and deliver whatever instruments may be required for such purposes and in the event Lessee fails so to do within twenty (20) days after demand in writing, Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney in fact and in its name, place, and stead so to do.

R-13 Surrender. Upon the termination of this lease, whether by forfeiture, lapse of time or otherwise, or upon termination of Lessee's right to possession of the leased premises, Lessee will at once surrender and deliver up the leased premises, together with all improvements thereon, to Lessor, in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the leased premises (as distinguished from operations incident to the business of the business of Lessee; articles of personal property incident to Lessee's business are hereinafter referred to as "trade fixtures"). All additions, hardware, non-trade fixtures and improvements, temporary or permanent, in or upon the leased premises placed there by Lessee shall become Lessor's property and shall remain upon the leased premises upon such termination of this lease by lapse of time or otherwise, without compensation or allowance or credit to Lessee excluding racking, unless Lessor requests their removal in writing at or before the time of such termination of this lease. If Lessor so requests removal of said additions, hardware, non-trade fixtures and all improvements and Lessee does not make such removal at said termination of this lease, or within fifteen (15) days after such request, whichever is later, Lessor may remove the same and deliver the same to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, delivery and warehousing to Lessor on demand.

R-14 Removal of Lessee's Property. Upon the termination of this lease by lapse of time, Lessee may remove Lessee's fixtures provided, however, that Lessee shall repair any injury or damage to the leased premises which may result from such removal. If Lessee does not remove Lessee's trade fixtures from the leased premises prior to the end of the term, however ended, Lessor may, at its option, remove the same and deliver the same to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, (including the repair of any injury or damage to the leased premises resulting from such removal), delivery and warehousing to Lessor on demand, or Lessor may treat such trade fixtures as having been conveyed to Lessor with this lease as a bill of sale, without further payment or credit by Lessor to Lessee.

R-15 Holding Over. Any holding over by Lessee of the leased premises after the expiration of this lease shall operate and be construed to be a tenancy from month to month only, at the same monthly rate or rent and other charges payable hereunder for the lease term, or at the election of Lessor expressed in a written notice to Lessee, and not otherwise, such holding over shall constitute a renewal of this lease for one (1) year at one and one-half ($1\frac{1}{2}$) times the rental and upon all

of the other covenants and agreements contained in this lease. If Lessee continues to hold over after a written demand by Lessor for possession at the expiration of the lease or after termination by either party of a month-to-month tenancy created pursuant to this section, or after termination of the lease or of Lessee's right to possession, Lessee shall pay monthly rental at a rate equal to double the rate of rent payable hereunder immediately prior to the expiration or other termination of the lease or Lessee's right to possession. Nothing contained in this Section R-15 shall be construed to give Lessee the right to hold over at any time and Lessor may exercise any and all remedies at law or in equity to recover possession of the leased premises.

R-16 No member of the Department of Health, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

R-17 Miscellaneous.

A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor and Lessee.

C. Time is of the essence of this lease and of each and all provisions hereof.

D. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.

E. In the event of any inconsistency between the terms of the Rider and the terms of the form lease to which this Rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the Rider shall prevail.

[Exhibit "A" attached to this Rider printed on page 722 of this Journal.]

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT AT 5438 NORTH CLARK STREET FOR DEPARTMENT OF POLICE/BEAT REPRESENTATIVE PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 5438 North Clark Street for the Department of Police/Beat Representative Program, Lease Number 12016, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

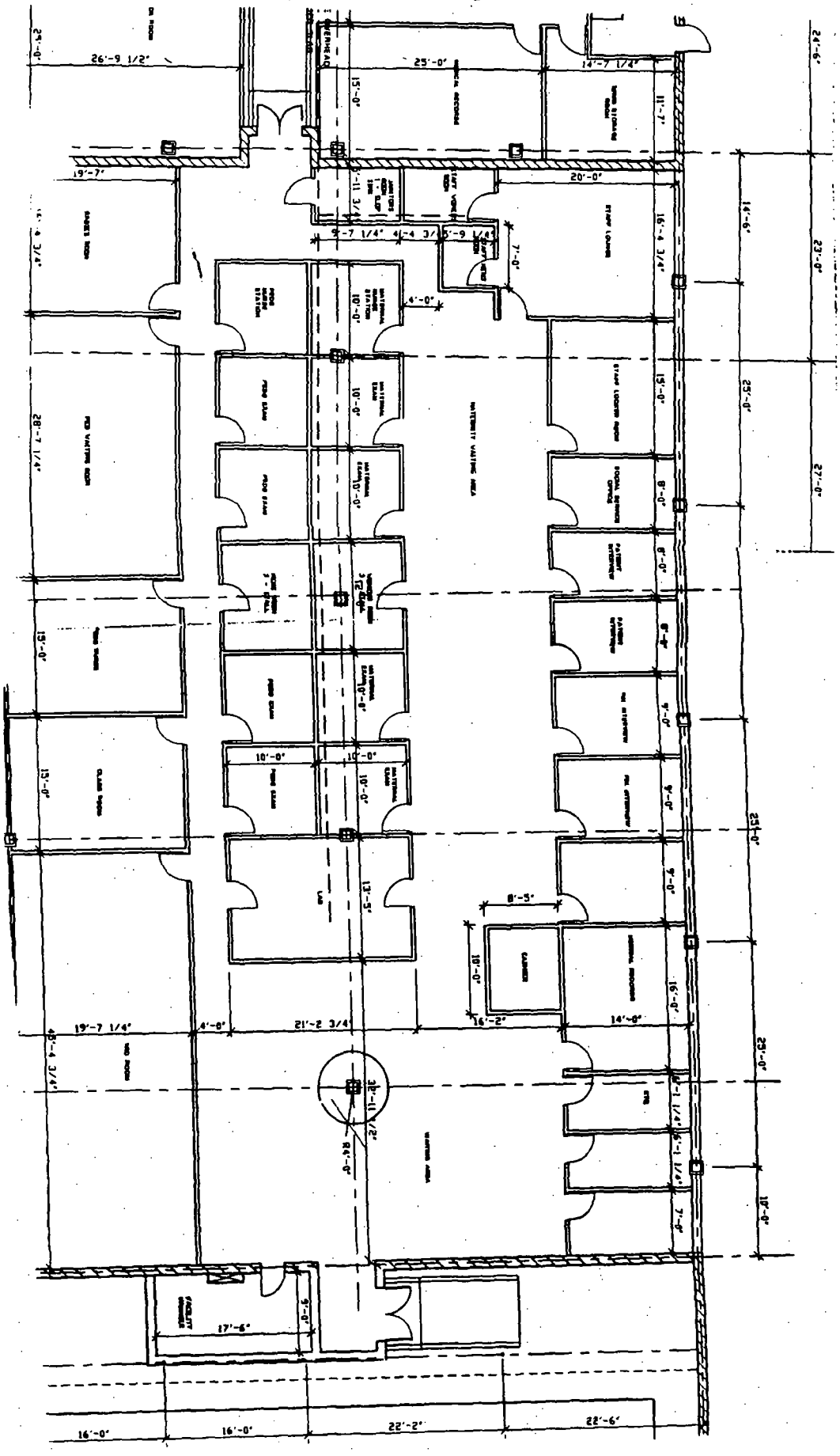
This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

(Continued on page 724)

Exhibit "A".



3059 West 26th Street
(Pilsen Park Shopping Plaza)

LEASE—Short Form — City of Chicago

This Agreement,

Made this ..... day of ..... A. D. 19 , between Beneficiaries of American National Bank & Trust Company, Trust No. 22630 dated December 1, 1965, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor 's do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 12,000 square feet of ground floor office space located at 3059 West 26th Street (Pilsen Park Shopping Plaza) for use by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 19 91, and ending on the 30th day of June A. D. 1996. Lessee has the right to terminate this lease /or date of occupation, whichever comes later ninety (90) days prior written notice after forty-eight (48) months from date of occupation. ~~and the right to renew this lease for a further period of on the same terms and rental, by giving to the Lessor , in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at APEX Investment Assoc., Inc., 4001 W. Devon, Chgo, IL 60640 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of~~ For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. ~~Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached 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 untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel

Approved:

Asset Manager — Real Estate

Commissioner of General Services

Commissioner of Health

Beneficiaries of American National Bank & Trust Company, Trust No. 22630 dated December 1, 1965

By

APEX Investment Associates, Inc.,
A General Partner

(Continued from page 721)

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a 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 attached to this ordinance printed on page 728 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Asset Management, Department of General Services, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Ms. Lilly Subunnanone, 5438 North Clark Street, Chicago, Illinois 60640.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Five Hundred Ninety-one and no/100 Dollars ($591.00) per month for the period beginning on the 1st day of August, 1990 and ending on the 31st day of July, 1991;

Six Hundred Forty-five and no/100 Dollars ($645.00) per month for the period beginning on the 1st day of August, 1991 and ending on the 31st day of July, 1992;

Six Hundred Eighty-five and no/100 Dollars ($685.00) per month for the period beginning on the 1st day of August, 1992 and ending on the 31st day of July, 1993.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Ms. 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, replacement of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

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 $1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additional insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Lessee under this lease shall:

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.

No member of the Department of Police, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

5438 North Clark Street.

LEASE—Short Form Lease No. 12016 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. 1990, and ending on the 31st day of July A. D. 1993. Lessee has the right to terminate this lease upon thirty (30) days prior written notice.

~~and the right to renew this lease for a further period of ..... on the same terms and rental, by giving to the Lessor ..... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Lilly Subunnanone, 5438 N.Clark St., Chicago, IL 60640 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of~~ For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. ~~Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the 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 untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

..... Assistant Corporation Counsel.

Approved: .....

Asset Manager Real Estate

.....

.....

Superintendent of Police

.....

Lilly Subunnanone, sole owner

.....

By.....

Commissioner of General Services

Re-Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 2138 EAST 75TH STREET FOR DEPARTMENT OF POLICE/BEAT REPRESENTATIVE PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 2138 East 75th Street for the Department of Police/Beat Representative Program, Lease Number 12044, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

Alderman Bloom moved to *Re-Refer* the said proposed ordinance transmitted with the foregoing committee report to the Committee on Housing and Real Estate. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Housing and Real Estate.*

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Peggy Hinton, owner, as Lessor, for approximately 625 square feet of 1st Floor office space located at 2138 East 75th Street, for use by the Department of Police/Beat Representative Program, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed on page 734 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Asset Management, Department of General Services, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Ms. Peggy Hinton, Hinton Management Office, 2146 East 75th Street, Chicago, Illinois 60649.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Hundred Thirty-five and no/100 Dollars ($435.00) per month for the period beginning on the 1st day of April, 1991 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of March, 1992;

Four Hundred Sixty-five and no/100 Dollars ($465.00) per month for the period beginning on the 1st day of April, 1992 and ending on the 31st day of March, 1993;

Four Hundred Ninety-six and no/100 Dollars ($496.00) per month for the period beginning on the 1st day of April, 1993 and ending on the 31st day of March, 1994.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to: Ms. Peggy Hinton, Hinton Management Office, 2146 East 75th Street, Chicago, Illinois 60649.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Repair the following items prior to execution of lease:

Paint entire premises.

Carpet entire premises.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide for air conditioning when necessary for comfortable occupation of premises and maintain said air conditioning unit in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, 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.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of $1,000,000 combined single limit with the City of Chicago to to receive a certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Permit any other City department or agency during term of this lease to use or occupy said premises as administrative offices. Said usage to be consistent with terms and conditions in said lease.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises, including electricity for wall unit air-conditioner.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial service which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Maintain batteries in smoke detectors.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee and the failure continues ten (10) days after Lessee has notified the Lessor

by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

No member of the Department of Police/Beat Representative Program, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Action Deferred -- ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT 2448 WEST LEXINGTON AVENUE.

The Committee on Housing and Real Estate submitted the following report which was, on motion of Alderman Gutierrez and Alderman Hendon, *Deferred* and ordered published:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

(Continued on page 735)

2138 East 75th Street.

LEASE—Short Form Lease No. 12044 City of Chicago

This Agreement,

Made this ..... day of .....

A. D. 19 , between Peggy Hinton

....., 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 684 square feet of 1st floor office space located at 2138 East 75th Street for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 19 91, or date of occupation and ending on the 31st day of March A. D. 1994. Lessee has the right to terminate this lease upon sixty (60) days prior written notice from date of occupation.

~~and the right to renew this lease for a further period of ..... on the same terms and rental, by giving to the Lessor ..... days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Peggy Hinton, 2146 E. 75th St., Chicago, IL 60649 or at such other place as the Lessor from time to time in writing may appoint. For Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of~~ For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. ~~) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the 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 untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

..... Assistant Corporation Counsel.

Approved:

Asset Manager Real Estate Agent.

Superintendent of Police

Peggy Hinton

CITY OF CHICAGO

By.....

Commissioner of General Services

(Continued from page 733)

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services to accept a bid for purchase of City-owned property at 2448 West Lexington Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael P. Cullinan, 733 North Brainard Avenue, LaGrange Park, Illinois 60525, to purchase for the sum of $7,800.00, the city-owned vacant property as advertised, described as follows:

Lot 10 in the subdivision of Lots 27 to 33 inclusive and the east 5 feet of Lot 34 in Spafford and Fox's Subdivision of the northeast quarter of the northeast quarter of the southeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2448 West Lexington Avenue, Permanent Tax No. 16-13-407-034)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $780.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

Action Deferred -- ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT 3423 -- 3425 WEST FRANKLIN STREET/433 NORTH TRUMBULL AVENUE.

The Committee on Housing and Real Estate submitted the following report which was, on motion of Alderman Gutierrez and Alderman Hendon, *Deferred* and ordered published:

CHICAGO, May 17, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services to accept a bid for the purchase of City-owned property at 3423 -- 3425 West Franklin Street/433 North Trumbull Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. The City of Chicago hereby accepts the bid of Cynthia Greenwood and Reginald B. Greenwood, her husband, not as tenants in common but as joint tenants, 5416 Bohlander Avenue, Berkeley, Illinois 60163, to purchase for the sum of $13,502.00, the city-owned vacant property, as advertised, described as follows:

> Lots 9 and 10 in Block 16 in Dewey's Subdivision of Blocks 15 and 16 in Harding's Subdivision of the west half of the northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3423 -- 3425 West Franklin Street/433 North Trumbull Avenue, Permanent Tax No. 16-11-227-001)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,350.20 submitted by said bidder to the Department of General Services, Asset Manager, 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.

COMMITTEE ON POLICE AND FIRE.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25 BY ADDITION OF NEW SECTION 25-30.1 TO INCLUDE APPOINTED CITY POSITIONS WITHIN RESIDENCY REQUIREMENT.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on March 6, 1981 and introduced by Aldermen Clifford Kelley (20th Ward), Fred B. Roti (1st Ward), William Barnett (2nd Ward), Tyrone Kenner (3rd Ward), Timothy C. Evans (4th Ward), Lawrence S. Bloom (5th Ward), Eugene Sawyer (6th Ward), Joseph Bertrand (7th Ward), Marian Humes (8th Ward), Robert Shaw (9th Ward), Patrick Huels (11th Ward), Aloysius Majerczyk (12th Ward), John S. Madrzyk (13th Ward), Edward M. Burke (14th Ward), Frank Brady (15th Ward), Eloise Barden (16th Ward), Allan Streeter (17th Ward), Robert Kellam (18th Ward), Michael Sheahan (19th Ward), Frank Stemberk (22nd Ward), William O. Lipinski (23rd Ward), Walter Shumpert (24th Ward), Michael L. Nardulli (26th Ward), Eugene Ray (27th Ward), William Carothers (28th Ward), Danny K. Davis (29th Ward), George Hagopian (30th Ward), Chester Kuta (31st Ward), Richard Mell (33rd Ward), John C. Marcin (35th Ward), Louis Farina (36th Ward), Thomas J. Casey (37th Ward), Thomas Cullerton (38th Ward), Anthony C. Laurino (39th Ward), Ivan M. Rittenberg (40th Ward), Roman Pucinski (41st Ward), John Merlo (44th Ward), Richard Clewis (45th Ward), Ralph Alexrod (46th Ward), Eugene C. Schulter (47th Ward), Marion K. Volini (48th Ward) and David Orr (49th Ward), to amend Municipal Code Chapter 25 by adding a new Section 25-30.1 to include unsalaried city positions in the residency requirement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 25 of the Municipal Code of Chicago is hereby amended by adding thereto, in its proper numerical sequence, a new section to be known as Section 25-30.1 and to read as follows:

25-30.1. Whenever any person shall be appointed to any city board, commission or committee that has been established by state law, city ordinance or resolution, that person shall serve until his successor is appointed and qualified, and such person shall be a resident of the city, provided that city residence shall not be required if the applicable state law, city ordinance or resolution specifically states that city residency is not required.

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

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 104 BY ADDITION OF NEW SECTION 104.3 TO ESTABLISH COMMISSION TO REGULATE SAFE OPERATION OF AMUSEMENT EVENTS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on January 14, 1982 and introduced by Aldermen Edward M. Burke (14th Ward), Frank Brady (15th Ward), Frank D. Stemberk (22nd Ward) and Marion Volini (48th Ward) to amend the Municipal Code Chapter 104 by adding a new Section 104.3 to provide for safety of patrons at amusement events, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 104 of the Municipal Code of the City of Chicago is hereby amended by adding thereto a new section to be numbered 104.3 and to read as follows:

104.3-1. For the purposes of this ordinance a regulated "amusement event" is any gathering of persons for the purpose of entertainment held in a public place of amusement as defined in Chapter 104.1 of the Municipal Code of the City of Chicago; and where the organizer or promoter charges admission to those persons attending and the organizer or promoter holds out in excess of 1,000 tickets for sale to patrons for attendance at a single gathering.

Applicable events include, but are not limited to those amusements listed in Chapter 104 of the Municipal Code of the City of Chicago.

104.3-2. There is hereby established a Commission to be known as the "Amusement Events Commission" (hereafter "Commission"), the Chairman of which shall be the Director of Public Safety, the membership of the Commission shall include: the Fire Commissioner, the Commissioner of the Department of Inspectional Services, the Corporation Counsel and the Police Superintendent or their designees. The function of the Commission shall be to consider applications for amusement event permits and to authorize the issuance thereof upon a showing that the applications comply with the requirements set forth in this Chapter.

104.3-3. No person shall admit patrons to an applicable amusement event without first having obtained a permit approved by the Amusement Events Commission and issued by the Department of Public Safety.

Prior to the issuance of any permit under this Chapter, the promoter or organizer of an amusement event and the operator of the public place of amusement at which the event is to take place, shall jointly make application, on a form provided by the Department of Public Safety, at least 30 days prior to the date of the event. The Commission may allow application within a shorter time upon a showing of special circumstances.

All applications shall be signed by those applicants seeking a permit, attesting to the truthfulness of the information provided therein. In the case

of a corporate applicant, the application shall be signed by an officer of the corporation who will by signing assume personal responsibility for the truthfulness of the information provided therein and for compliance with all permit requirements as may be imposed as conditions to the issuance of a permit.

The application shall state the following information and meet the following requirements:

(1) The name and location of the public place of amusement at which the event is to be held;

(2) The type of activity or event;

(3) The name and description of the event and any acts within the event;

(4) The number of persons participating in the event and/or each act thereof;

(5) The date and time of the event, or if the application is for a series permit, then the date and time of each event;

(6) The time the entrances will be open to admit patrons to the event, which time shall not be less than 90 minutes prior to the publicized start of the event for a general admission or festival seating event; nor less than 60 minutes prior to the publicized start of a reserved seating event, unless the time is required to be otherwise by the Commission;

(7) An estimate of the duration of the event;

(8) The number of tickets to be held out for sale to the event;

(9) The number of persons anticipated to attend the event;

(10) The name, address and telephone number of the promoter, sponsor or organizer of the event;

(11) A diagram showing the arrangements and types of seating for the event, including the location of the stage or stages;

(12) The person or persons in charge of the event and each act of the event and the name of the facility representative who will be present at the facility during the event;

(13) Detailed plans to protect the safety and welfare of the patrons including the size of the security force, planned interior patrol

patterns and frequency of security patrols as well as positioning of security personnel both inside and outside of the facility;

(14) The respective responsibilities of the promoter, the operator of the facility, and persons performing or participating in the event for crowd control and the provision of a safe environment for patrons to the event and the public.

(15) Insurance coverage, including types of risk and amount, of the promoter of the event, operator of the facility, performers and participants;

(16) The date on which ticket sales will commence;

(17) Such other additional information as may from time to time be required by the Commission in its deliberations on the issuance of permits for events to ensure the safety of the patrons and the public.

If the applicants plan to hold several amusement events at the same location which would be substantially similar in nature, expected crowd size, seating pattern and security needs, they may then apply for a series permit by supplying all required information pertaining to all of the expected events at the time of application.

104.3-4. The Amusement Events Commission shall grant or deny an Amusement Event Permit within 20 days of the date of application and, if granted, the Department of Public Safety shall issue the permit within three (3) days following Commission approval.

If the Commission finds that the applicants are reasonably prepared to protect the safety and welfare of the patrons to the event and the public and that the facility is in compliance with applicable safety codes, the Commission shall approve the applications and authorize the issuance of the permit to hold the event.

If the applicants have applied for a series permit and the Commission determines that the events are substantially similar and the information provided is sufficient to show that the applicants are reasonably prepared to protect the safety of patrons and the public at all events, then the Commission may authorize the issuance of a series permit listing all of the authorized dates and amusement events.

If, at the discretion of the Commission, the events included in a series permit application are determined not to be substantially similar, the Commission may require the applicants to submit separate applications for any dissimilar events.

The Commission may deny a permit, withhold final issuance, or grant conditional issuance if the Commission determines that:

(1) The information provided was incomplete; or

(2) The information is complete, but the applicants have not demonstrated preparation sufficient to reasonably protect the safety of patrons at the event or the public; or

(3) Applicants have failed to comply with applicable federal, state or local laws and regulations pertaining to public safety.

In determining whether the applicants are reasonably prepared to protect the safety and welfare of the patrons to the event and the public, the Commission shall consider:

(1) The number, age and anticipated conduct of patrons and others attracted to the event;

(2) Whether the information submitted with the application for a permit and other information known to the Commission establishes that:

(a) The applicants have made arrangements to insure safe ingress and egress at the event;

(b) The applicants have made adequate provisions for crowd control and emergency medical services;

(c) The applicants have made adequate arrangements for communication between internal and external security personnel and arrangements for emergency communications with patrons;

(d) The applicants have adopted adequate procedures for admission to insure the safety of patrons and the exclusion of others not entitled to entry;

(e) The applicants have made adequate plans for emergencies including but not limited to methods for safe ingress and egress;

(f) The applicants have secured reasonable and adequate insurance coverage to ensure payment of judgment claims against the applicants which might arise from injuries

suffered by patrons and others during the course of the event.

(3) Prior experience of city personnel and others which relates to applicants' provision of an environment which reasonably protects the safety of patrons to the event and the public.

The Commission shall be empowered to set out reasonable and specific conditions which the applicants must satisfy in order for a permit to issue when, in its discretion, satisfaction of those conditions is necessary to assure the safety of the patrons attending the amusement event.

The Commission may at its discretion require that the applicant demonstrate compliance with specified conditions prior to the issuance of a permit, or may authorize the granting of a conditional permit.

If the Commission makes a preliminary determination that a permit should not be issued or that the granting of a permit should be conditional, the applicant shall be notified in writing of the reasons for such determination.

If the Commission determines any applicant's personal insurance coverage to be inadequate, it may require the applicant to secure a surety bond in an amount determined to be adequate, provided however that in no event shall insurance coverage be in an amount less than $1,500,000.00

All information and assertions made by applicants in applying for a permit as well as all conditions and requirements which may be set out by the Commission in granting a permit to the applicants, become requirements of the permit, compliance with which is mandatory to the lawful holding of an amusement event under the permit.

104.3-5. A single event permit may be issued upon payment of a permit fee of $50.00. A series permit may be issued where a number of substantially similar events are scheduled within a defined time period, not to exceed one year, upon payment of a permit fee of $50.00 per event or $500.00, whichever is less.

The permit fees shall be payable to the Department of Revenue at the time of application and shall not be refundable. The City of Chicago, the State of Illinois, the United States Government, the Chicago Park District, the Chicago Board of Education, or any of their agencies, instrumentalities or subdivisions shall be exempt from payment of such fee.

104.3-6. Every person granted a permit under this Chapter shall notify the Commission of any change or modification of the information included in the application for the permit. Such notice shall be made in writing

fourteen (14) days prior to the implementation of such change or modification. The Commission may allow such modification or change which is consistent with the safety and welfare of patrons to an event and the public.

If the Commission finds that such change or modification is not consistent with the safety or welfare of patrons to an event or the public, the Commission shall disapprove such modification.

104.3-7. No person, after having received a permit to hold an amusement event, shall admit patrons to the event unless all permit requirements have been satisfied.

104.3-8. The Commission shall develop and organize standard inspection and reporting procedures to be used to monitor compliance with permit requirements. Nothing in this section shall be interpreted as a limitation on the Commission's ability to alter inspection procedures for an individual amusement event when in its discretion the nature of the event demands stricter scrutiny in order to assure the safety of patrons attending the event.

The Superintendent of Police, Fire Commissioner and Commissioner of Inspectional Services shall cooperate in making personnel available in sufficient numbers to conduct investigations of applications.

104.3-9. Any person who violates the provisions of Section 104.3-3 or Section 104.3-7 of this Chapter or who gives false information in order to obtain a permit under this Chapter shall be fined not more than $1,000.00 or imprisoned not more than six months, or both.

In addition, any person who supplies false information in order to obtain a permit may be subjected to prosecution for perjury under Ch. 38, Section 32-2, Illinois Revised Statutes.

104.3-10. Upon finding by the Commission that any applicant or permit holder has failed to comply with the provisions of this Chapter, the laws of the State of Illinois or the ordinances of the City of Chicago, has misrepresented the information provided in the application, or fails to provide the level of services set forth in the application, the Commission may revoke or suspend the permit for that event or other permits held by that applicant or permit holder for future events until such time as the applicant or permit holder establishes to the Commission's satisfaction that procedures are in existence to assure the safety and welfare of patrons to the event.

104.3-11. Any revocation, suspension, denial or other decisions made under this Chapter shall be subject to review under the provisions of the Administrative Review Act, Ch. 110, Section 264, et seq., Illinois Revised Statutes.

SECTION 2. This ordinance shall be in full force and effect on the first day of the third month following its passage and due publication.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 190, SECTION 190-2 AND ADDITION OF NEW SECTION 190-12 IMPOSING FURTHER SANCTIONS FOR IMPROPER SUPERVISION OF MINORS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on November 28, 1984 and introduced by Aldermen Miguel A. Santiago (31st Ward), Fred B. Roti (1st Ward), Edward R. Vrdolyak (10th Ward), Patrick M. Huels (11th Ward), John S. Madrzyk (13th Ward), Frank J. Brady (15th Ward), Robert J. Kellam (18th Ward), William F. Krystyniak (23rd Ward), Michael L. Nardulli (26th Ward), George J. Hagopian (30th Ward), Terry M. Gabinski (32nd Ward), Richard F. Mell (33rd Ward), William J. P. Banks (36th Ward), Frank A. Damato (37th Ward), Thomas W. Cullerton (38th Ward), Anthony C. Laurino (39th Ward), Patrick J. O'Connor (40th Ward), Roman C. Pucinski (41st Ward), Bernard J. Hansen (44th Ward), Gerald M. McLaughlin (45th Ward), Jerome M. Orbach (46th Ward), Eugene C. Schulter (47th Ward) and Bernard L. Stone (50th Ward) to amend Municipal Code Chapter 190, Section 190-2 and by adding a new Section 190-12 to impose further sanctions for improper supervision of minors, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said proposed ordinance, which failed to pass, reads as follows:

WHEREAS, The amount of deadly or serious violence inflicted upon children in the City of Chicago has reached epidemic proportions; and

WHEREAS, This increased violence is largely the result of escalating gang activity in the City of Chicago; and

WHEREAS, The City of Chicago has an obligation to address this problem in every way possible; now, therefore,

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

SECTION 1. Chapter 190, Section 190-2 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in italics, as follows:

190-2. It shall be unlawful for any person under the age of seventeen years to be present at, or upon any public assembly, building place, street or highway, in the city between the hours of 11:30 P.M. Friday and 6:00

A.M. Saturday, or between the hours of 11:30 P.M. Saturday and 6:00 A.M. Sunday, or between the hours of 10:30 P.M. and 6:00 A.M. on any other day of the week, unless accompanied and supervised by a parent, legal guardian or other responsible companion at least twenty-one years of age approved by a parent or legal guardian, or unless engaged in some occupation or business in which such child may lawfully engage under the statutes of this state.

Any police officer finding a child violating the provisions of this section shall warn the child to desist immediately from such violation and shall promptly report the violation to his superior officer who shall cause a written notice to be served upon the parent, guardian, or person in charge of such child, setting forth the manner in which this section has been violated. Any parent, guardian, or person in charge of such child who shall knowingly permit such child again to violate the provisions of this section after receiving notice of the first violation shall be fined not less than [five] *Twenty-five* Dollars nor more than One Hundred Dollars for each offense.

In lieu of fine payment, any parent, guardian, or person in charge of such child who knowingly permits such child to violate the provisions of this section after receiving notice of the first violation may be required to submit full restitution by monetary payment or property repairs to the victim or victims damaged as a result of the violation of this section.

SECTION 2. Chapter 190 of the Municipal Code of Chicago is hereby amended by adding a new Section 190-12, entitled "Improper Supervision of a Minor" as follows:

Any parent, legal guardian or other person who commits improper supervision of a child when he knowingly permits a child in his custody or control under the age of seventeen years to associate with known thieves, burglars, felons, narcotic addicts or other persons of ill repute, visit a place of prostitution, commit a lewd act, commit an act tending to break the peace or violate Chapter 190, Section 190-2 of the Municipal Code of Chicago.

A person shall be fined Twenty-Five Dollars for a first violation of this section. A person shall be fined Fifty Dollars for a second violation of this section. A person shall be fined One Hundred Dollars for a third or subsequent violations of this section.

SECTION 3. This ordinance shall be effective immediately from and after its passage.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 190 BY ADDITION OF NEW SECTION 190-7.1 REQUIRING SPECIFIED AUTHORIZATION FOR RELEASE OF CERTAIN MINORS HELD IN CUSTODY.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on March 2, 1982 and introduced by Alderman Robert Shaw (9th Ward) to amend Municipal Code Chapter 190 by adding a new Section 190-7.1 to require specified authorization for release of certain minors held in custody, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said proposed ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 190 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 190-7.1, and to read as follows:

190-7.1. Whenever a minor shall be held without a warrant, and when there is reasonable cause to believe that said minor is a member of a street gang and has committed a crime, then such minor shall not be released from custody until the arresting officer has received, in writing, authorization for such release from his superior officer or district commander.

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

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193 BY ADDITION OF NEW SECTION 193-1.7 DESIGNATING PENALTIES FOR ASSAULT OF ELDERLY PERSONS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on January 14, 1982 and introduced by Aldermen Louis P. Farina (36th Ward), Fred B. Roti (1st Ward), William Barnett (2nd Ward), Lawrence Bloom (5th Ward), Joseph G. Bertrand (7th Ward), Marian Humes (8th Ward), Patrick M. Huels (11th Ward), Aloysius Majerczyk (12th Ward), John S. Madrzyk (13th Ward), Edward M. Burke (14th Ward), Frank Brady (15th Ward), Eloise Barden (16th Ward), Allan Streeter (17th Ward), Robert T. Kellam (18th Ward),

Michael Sheahan (19th Ward), Niles Sherman (21st Ward), Frank Stemberk (22nd Ward), William O. Lipinski (23rd Ward), Walter Shumpert (24th Ward), William Carothers (28th Ward), Danny K. Davis (29th Ward), Terry Gabinski (32nd Ward), Jose Martinez (33rd Ward), John C. Marcin (35th Ward), Thomas J. Casey (37th Ward), Thomas W. Cullerton (38th Ward), Ivan M. Rittenberg (40th Ward), Roman Pucinski (41st Ward), Julian Merlo (44th Ward), Richard S. Clewis (45th Ward), Ralph H. Axelrod (46th Ward), Eugene C. Schulter (47th Ward), Marion K. Volini (48th Ward), David D. Orr (49th Ward) and Bernard L. Stone (50th Ward) to amend Municipal Code Chapter 193 by adding a new Section 193-1.7 to define and establish penalties involving assault of the elderly, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said proposed ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 193 of the Municipal Code of Chicago is hereby amended by adding a new section pertaining to the following:

193-1.7. There is hereby created the offense of assault of the elderly. A person commits assault of the elderly when he engages in conduct which places a person over the age of 60 years or older in reasonable apprehension of receiving a battery. For the purpose of this offense, battery shall be defined in accordance with the language of Illinois Revised Statutes, Chapter 38-12-3. On conviction of this offense a mandatory imprisonment sentence of not less than 90 days nor more than 180 days.

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

Failed To Pass -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS REQUESTED TO HOLD HEARINGS ON CHICAGO POLICE DEPARTMENT'S METHODS FOR IDENTIFYING AND CODING OF CRIME AND RESULTANT VALIDITY OF REPORTED CRIME RATE.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on January 7, 1982 and introduced by Aldermen David D. Orr (49th Ward), Marion K. Volini (48th Ward), Danny K. Davis (29th Ward), Lawrence S. Bloom (5th Ward), Allan Streeter (17th Ward), Frank D. Stemberk (22nd Ward), and Martin J. Oberman (43rd Ward) calling for a committee hearing to investigate the Chicago Police Department's handling of crime statistics, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The City Council of the City of Chicago is responsible for determining the allocation of funds for the Chicago Police Department; and

WHEREAS, The coherent allocation of funds to any department requires a careful evaluation of needs; and

WHEREAS, The funding needs of a police department are in large part dependent upon the rate of crime; and

WHEREAS, The method used for identifying and coding crime affects the validity of the reported rate; and

WHEREAS, A major Chicago television news department has made public the results of their investigative unit's report concerning the Chicago Police Department's handling of crime reporting; and

WHEREAS, That investigation has resulted in charges regarding the "Killing of Crime" statistics; and

WHEREAS, Those charges specifically make allegations that the Police Department consciously attempts to misrepresent the seriousness of certain crimes as a means of controlling the level of the reported crime rate; and

WHEREAS, It is also alleged that a number of serious crimes are not followed up by police investigations for similar reasons; and

WHEREAS, These charges therefore point out the possibility that the actual crime rate is in fact unknown at present; now, therefore,

Be It Resolved, That the members of the City Council of the City of Chicago do hereby request that the Committee on Police, Fire and Municipal Institutions investigate the aforementioned charges and report back to the full Council; and

Be It Further Resolved, That it is the recommendation of this Council that said Committee hold public hearings on this matter in order to allow both private citizens and public officials an opportunity to present testimony.

Failed To Pass -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS URGED TO INVESTIGATE ALLEGED FINANCIAL SUPPORT BY PUBLIC OFFICIALS OF CRIMINAL GANG KNOWN AS EL RUKNS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on September 28, 1983 and introduced by Aldermen David D. Orr (49th Ward) and Lawrence S. Bloom (5th Ward) calling for a committee hearing to investigate gang activity in Chicago, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, It has been reported by the *Chicago Sun-Times* that the criminal gang known as the El Rukns may have been given thousands of dollars by certain elected officials; and

WHEREAS, The citizens of the City of Chicago have paid millions of dollars in taxes for the very purpose of eliminating the activities of criminal gangs; and

WHEREAS, The elected public officials of the City of Chicago have been charged with the vital responsibility of protecting the health, welfare, and safety of our citizens; and

WHEREAS, If the charges of financial support by public officials to the criminal gang known as the El Rukns are based in fact, the citizens of Chicago have been cheated and endangered; now, therefore,

Be It Resolved, That the City Council Committee on Police, Fire and Municipal Institutions immediately begin a thorough investigation of any

financial support or connection between public officials and the El Rukns gang; and

Be It Further Resolved, That the Committee on Police, Fire and Municipal Institutions cooperate with and assist the Cook County State's Attorney's Office in its investigation of possible criminal violations.

Failed To Pass -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS REQUESTED TO HOLD HEARINGS REGARDING CHANGE OF CERTAIN CHICAGO FIRE DEPARTMENT EMPLOYEES FROM PREVAILING RATE TO SALARY SCHEDULE POSITIONS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on May 11, 1983 and introduced by Alderman Robert T. Kellam (18th Ward) calling for a committee hearing to determine if the rights of certain employees of the Chicago Fire Department were violated when salary rate adjustments were made for certain positions, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The seventy-six (76) employees of the Fire Communications Section, Bureau of Support Services, Chicago Fire Department listed under the titles of:

Director of Fire Communication
Chief Fire Dispatcher
Assistant Chief Fire Dispatcher
Senior Fire Dispatcher
Fire Dispatcher
Fire Dispatcher Aide

were removed from prevailing rate positions approximately two (2) years ago without their knowledge and consent and changed to a salary schedule in a class grade; and

WHEREAS, Having been represented by Local No. 9 of the Electrical Union up until that time and receiving prevailing rates, they are now on a salary schedule; and

WHEREAS, The salary schedule is in some cases at $28,392.00 per year as compared to the prevailing rate of $17.05 per hour or approximately $34,000.00 per year; now, therefore,

Be It Resolved, That the Committee on Police, Fire and Municipal Institutions hold hearings on this matter to determine if the rights of these aforementioned employees have been violated.

Failed To Pass -- COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS REQUESTED TO INVESTIGATE POSSIBLE LEGAL INFRACTIONS COMMITTED BY OFFICE OF MUNICIPAL INVESTIGATIONS AND BOARD OF MUNICIPAL INVESTIGATIONS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on June 30, 1982 and introduced by Aldermen Clifford P. Kelley (20th Ward) and Marian Humes (8th Ward) requesting an investigation into possible abuses by the Office of Municipal Institutions, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, On 30 December 1980, the operation of the Office of Professional Review was assumed by the Office of Municipal Investigations; and

WHEREAS, Since its inception in 1980, the Office of Municipal Investigations has usurped the powers granted to it by the City Council in its efforts to reveal charges of wrongdoing that in most cases could not be substantiated by other law enforcement agencies; and

WHEREAS, More recently, the Office of Municipal Investigations may have violated two provisions of its enabling ordinance, specifically Chapter 25, Sections 25-44 and 25-46, which prevent the Office of Municipal Investigations from investigating any member of the legislative branch of government and provides that the investigatory files and reports of the Office of Municipal Investigations will remain confidential and not be divulged to any agency or person other than a law enforcement agency respectively; and

WHEREAS, The City Clerk has not received any reports on the activities of the Office of Municipal Investigations that are required by ordinance to be submitted quarterly to the City Council, thus constituting yet a third serious infraction; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council assembled in meeting this 30th day of June, 1982, A.D., that we do hereby request that the Committee on Police, Fire, Personnel and Municipal Institutions conduct an investigation to determine whether the Office of Municipal Investigations and the Board of Municipal Investigations have acted properly and within the limits of the law and to examine whether additional legislative safeguards are warranted to insure the integrity of the Office of Municipal Investigations.

Failed To Pass -- COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS REQUESTED TO HOLD HEARINGS ON REPORTED DELAYS IN EMERGENCY PARAMEDIC SERVICE TO CHICAGO HOUSING AUTHORITY FACILITIES.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on March 30, 1982 and introduced by Alderman Tyrone T. Kenner (3rd Ward) calling for a hearing concerning emergency paramedic service in housing developments, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The Fire Department's Paramedic Division is charged with the responsibility of responding to emergency medical assistance calls from all the citizens of Chicago, when properly notified; and

WHEREAS, It has been reported in the local media and in complaints to the Alderman's office that there has been a pattern of failure to respond to calls for emergency vehicles in the Chicago Housing Authority; and

WHEREAS, It was reported in the media and to the Aldermanic office, complaints of a specific case relating to the death of James Mallard in which there were allegations that 45 minutes passed between the time of the initial calls to 911 for assistance until the victim was transported to the local hospital; now, therefore,

Be It Resolved, That the Committee on Police, Fire, Personnel and Municipal Institutions conduct public hearings forthwith into the question of Emergency Paramedic Service in housing developments with a view towards specific recommendations to remedy the problem, if verified.

Failed To Pass -- COMMITTEE ON POLICE AND FIRE REQUESTED TO CONDUCT HEARINGS ON RECENT TRANSFER OF POLICE OFFICERS TO CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on September 11, 1985 and introduced by Aldermen Richard Mell (33rd Ward) and Miguel A. Santiago (31st Ward) calling for a hearing to determine the reasons for reassignment of police officers to O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The Chicago Police Department recently reassigned tactical unit police officers from high crime Chicago neighborhoods to traffic details at O'Hare International Airport, which is not a high crime area; and

WHEREAS, Tactical unit police officers are highly trained and skilled in the detection of violent street crime activities, such as those perpetuated by street gangs, drug peddlers, rapists, murders and burglars; and

WHEREAS, Since tactical unit police officers have been reassigned from their duties in the 31st and 33rd Wards, the incidence of violent crimes has increased and Chicagoans living in these wards have become justly angry at the reduction of highly skilled and effective police protection; and

WHEREAS, The Superintendent of Police has failed to explain why tactical unit police have been transferred from high crime areas to O'Hare Airport, where they direct traffic and issue parking citations, but do not combat violent crime; now, therefore,

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

SECTION 1. That the tactical unit police officers reassigned to traffic control duties at O'Hare International Airport be immediately transferred to police districts in the 31st and 33rd Wards to resume their normal duties of prevention and detection of violent street crime.

SECTION 2. That the City Council Committee on Police and Fire conduct hearings immediately to determine the reasons for the reassignment of tactical unit police officers to O'Hare International Airport in the face of rising crime rates in Chicago neighborhoods and to report to the full City Council with recommendations for corrective action.

SECTION 3. That this resolution shall be effective immediately after its due passage and publication.

Failed To Pass -- CITY COUNCIL URGED TO INVESTIGATE ACTIONS OF MR. JAMES MAURER, EXECUTIVE DIRECTOR OF OFFICE OF MUNICIPAL INVESTIGATIONS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on July 30, 1981 and introduced by Aldermen Marian Humes (8th Ward) and Clifford P. Kelley (20th Ward) calling for a City Council investigation into the Office of Municipal Investigations, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, Chapter 25 of the Municipal Code of the City of Chicago established an Office of Municipal Investigations, and through the Appropriation Ordinance funded such an office; and

WHEREAS, Chapter 25, Section 25-44 specifically states that the Office of Municipal Investigations may on its own initiative, conduct investigations concerning the performance of City employees with respect to operating procedures to ensure fair, impartial and efficient service by City employees; and that the investigatory power of the Office of Municipal Investigations shall not extend to the legislative branch or staffs, and employees of the legislature, elected public officials in the performance of their duties as elected public officials, nor separate and distinct taxing bodies within the City of Chicago; and

WHEREAS, In an informational brochure under the signatures of Mayor Jane Byrne and James Maurer, Executive Director of the Office of Municipal Investigations, the Chicago Transit Authority is listed as an agency not under the jurisdiction of the Office of Municipal Investigations; and

WHEREAS, On the morning of July 14, 1981, James Maurer presented at the Chicago Transit Authority Central Counting Facility, a card identifying him as an official of the Office of Municipal Investigations, and after a first refusal, gained entry through persistence and subsequently toured the facility; and

WHEREAS, James Maurer, Director of the Office of Municipal Investigations returned to the Chicago Transit Authority on the afternoon of July 14, 1981, accompanied by the media and other persons and witnessed the filming of the interior of the Central Counting Facility; and

WHEREAS, James Maurer, Director of the Office of Municipal Investigations participated in an investigation outside the scope and jurisdiction of the powers granted to that office by Chapter 25 of the Municipal Code of the City of Chicago; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 30th day of July, 1981, A. D., that we immediately conduct an investigation of the actions of James Maurer, Executive Director of the Office of Municipal Investigations as an operative outside of his jurisdiction.

Failed To Pass -- SUPERINTENDENT OF POLICE REQUESTED TO ORGANIZE SPECIAL UNIT TO COMBAT GRAFFITI.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on June 6, 1984 and introduced by Aldermen Aloysius A. Majerczyk (12th Ward), Fred B. Roti (1st Ward), Thomas W. Cullerton (38th Ward), Gerald M. McLaughlin (45th Ward), David D. Orr (49th Ward) and Bernard L. Stone (50th Ward) requesting the Superintendent of Police to organize a special unit to combat graffiti, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, Neighborhoods throughout our City are confronted with innumerable problems brought about by the almost daily proliferation of graffiti on public and private property; and

WHEREAS, The problems of graffiti are equally threatening to the public safety and welfare as are other problems kept under control by the Department of Police of the City of Chicago; and

WHEREAS, It is therefore fitting and proper that the Department of Police give special attention to ending once and for all the many problems which are created by the proliferation of graffiti throughout our City; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the Superintendent of Police of the City of Chicago to create a special unit under his jurisdiction, such unit being organized, staffed and operated exclusively for the purpose of controlling and, if possible, ending once and for all the problems of graffiti which plague the many neighborhoods of our City.

Failed To Pass -- ACTING SUPERINTENDENT OF POLICE URGED TO DESIGNATE PUBLIC PARKS AS SPECIAL POLICE BEATS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on May 11, 1983 and introduced by Alderman Roman C. Pucinski (41st Ward) urging the Acting Superintendent of Police to designate public parks as special police beats, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The Better Government Association and others have called attention to the security problem in the Chicago Park System; and

WHEREAS, It is a matter of common knowledge that most parks in Chicago suffer grave problems and extensive vandalism because of lax security; and

WHEREAS, This lack of security denies to the people of Chicago the full enjoyment of their parks; and

WHEREAS, Such lack of security denies young children full use of the parks because they are driven away by older youngsters; and

WHEREAS, Our senior citizens are unable to enjoy fully the use of the parks because of gang violence and personal attacks on senior citizens; and

WHEREAS, This deplorable situation has denied the full enjoyment of the parks by our citizens of all ages; now, therefore,

Be It Resolved, That the Mayor of Chicago and the Acting Police Superintendent are urged by the Chicago City Council to designate each of the City's 577 public parks as a special police beat and assign at least one police officer from 4:00 P.M. to Midnight, seven days per week; and

Be It Further Resolved, That it is further the desire of the Chicago City Council that such additional numbers of Police Officers, as the Acting Superintendent deems necessary, be assigned to the larger parks; and

Be It Further Resolved, That it is hoped that in selecting police officers for duty in the parks, special consideration be given to the selection of police officers who enjoy working with young people; and

Be It Further Resolved, That it is further urged that such police officers assigned to parks be provided with three-wheel motorcycles, where possible, so that such police officers can cover wider areas of the park while on duty.

Failed To Pass -- DESIGNATION OF 5101 SOUTH WENTWORTH AVENUE AS "LEMON WORKS, JR. POLICE AREA HEADQUARTERS BUILDING".

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on January 16, 1986 and introduced by Aldermen Bobby Rush (2nd Ward), Fred B. Roti (1st Ward), Dorothy Tillman (3rd Ward), Timothy C. Evans (4th Ward), Lawrence S. Bloom (5th Ward), Eugene Sawyer (6th Ward) and Clifford Kelley (20th Ward), designating the building at 5101 South Wentworth Avenue as the "Lemon Works, Jr. Police Area Headquarters Building", begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

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

SECTION 1. The Chicago Police Area Headquarters Building located at 5101 South Wentworth Avenue, Chicago, Illinois, shall be hereinafter known as the "Lemon Works, Jr. Police Area Headquarters Building".

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

Failed To Pass -- EXTENSION OF FILING DATE FOR RE-REGISTRATION OF FIREARMS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on October 20, 1983 and introduced by Aldermen Michael F. Sheahan (19th Ward), Fred B. Roti (1st Ward), Edward R. Vrdolyak (10th Ward), Patrick M. Huels (11th Ward), Clifford P. Kelley (20th Ward), Roman C. Pucinski (41st Ward), Eugene C. Schulter (47th Ward) and Marion K. Volini (48th Ward) to extend the date for re-registration of firearms, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

WHEREAS, The City of Chicago's new gun control ordinance went into effect on April 9, 1982; and

WHEREAS Section 11.1-7b of said ordinance states: "Any firearm currently registered must be re-registered pursuant to this Chapter and in accordance with rules, regulations and procedures prescribed by the Superintendent. An application to re-register such firearm shall be filed within 180 days from the effective date of this Chapter"; and

WHEREAS, The gun re-registration was extended on July 18, 1983, until October 30, 1983; and

WHEREAS, The extension granted to the public to re-register their firearms has been shortened due to the unanticipated processing problems incurred through no fault of the City of Chicago; now, therefore,

Be It Ordained, By the Mayor and members of the Chicago City Council in meeting assembled October 20, 1983 that the date when firearms currently registered must be re-registered is extended to December 31, 1983.

Failed To Pass -- APPOINTMENT OF TASK FORCE TO INVESTIGATE COMMON CORRIDOR BUILDINGS IN EDGEWATER AND UPTOWN COMMUNITIES WITH VIEW TOWARDS RECLASSIFICATION, INSPECTION AND LICENSING OF SAME.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on March 16, 1981 and introduced by Alderman Marion K. Volini (48th Ward) calling for the formation of a task force to investigate common corridor buildings in the Edgewater and Uptown communities, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, A disastrous fire swept through the Royal Beach Hotel, a common corridor building at 5523 North Kenmore Avenue, on March 15, 1981, taking nineteen lives and causing many injuries to residents; and

WHEREAS, Less than fourteen months ago, two tragic fires occurred in this same area, at 5406 North Winthrop Avenue and 5443 North Winthrop Avenue, taking ten lives; and

WHEREAS, A great many residents in the Royal Beach Hotel, and 50 other common corridor buildings, are handicapped persons, former mental patients, and ex-alcoholics; and

WHEREAS, By the nature of its occupancy, these buildings are actually hotels, boarding houses, or extended care facilities; and

WHEREAS, The apartment buildings are actually operating as said hotels, boarding houses, or extended care facilities, without appropriate inspections or licensing; and

WHEREAS, Residential buildings housing these persons need to have special inspectional services to obtain compliance with fire, health and safety standards; and

WHEREAS, Residential buildings housing these persons need to have skilled personnel on the premises to aid residents in times of emergencies; and

WHEREAS, Common corridor buildings in Edgewater and Uptown present special hazards to building residents, and to the community at-large, as evidenced by these horrible fires; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby call upon the Mayor to appoint a task force, composed of representatives of the Department of Inspectional Services and the Fire Department, to investigate the common corridor buildings in Edgewater and Uptown, and to determine whether these buildings, by nature of their occupancy, should be inspected and licensed as hotels, boarding houses, or extended care facilities; and

Be It Further Resolved, That the task force report its findings to the City Council, at which time recommendations may be made to the appropriate city and state agencies regarding inspection and licensing provisions that need to be adopted to protect residents and the community at-large from fires and other disasters.

Failed To Pass -- REQUEST FOR PUBLIC HEARINGS TO INVESTIGATE NONENFORCEMENT OF ORDINANCE PROHIBITING STREET PROSTITUTION.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on November 13, 1981 and introduced by Alderman Ralph H. Axelrod (46th Ward) calling on the City Council to hold hearings to determine the reasons for nonenforcement of a Municipal Code amendment to combat street prostitution, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, On June 20, 1979, the City Council of the City of Chicago unanimously passed an ordinance to amend Section 192-5.2 to more effectively combat street prostitution; and

WHEREAS, This amendment is to date still legal and binding and has been hailed by law enforcement authorities as a valuable additional tool in the curtailment of street solicitation for the purpose of prostitution; and

WHEREAS, As of this date, this amendment seems to be very rarely used, and totally ignored by the courts; now, therefore,

Be It Resolved, That the members of the City Council in meeting this 13th day of November, 1981, do hereby request that a public hearing be held to determine the reasons for non-use of this amendment as adopted.

Failed To Pass -- VARIOUS STATE AND LOCAL AGENCIES URGED TO WORK TOWARD BRINGING "SURVIVE ALIVE HOUSE" PROGRAM TO ILLINOIS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on January 16, 1986 and introduced by Alderman Micheal F. Sheahan (19th Ward) urging that the "Survive Alive House" program be instituted in Illinois, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, Each year 6,000 Americans die in fires, of which 82% of these fires are in private homes; and

WHEREAS, Children under the age of 13 account for more than half of the fire deaths; and

WHEREAS, In the City of Chicago there were 122 residential fire deaths for 1985; and

WHEREAS, In November and December of 1985 alone, 21 children under the age of 18 were victims of these fires; and

WHEREAS, Chicago Region P.T.A. is now in the process of establishing a program called "Survive Alive House"; and

WHEREAS, The "Survive Alive House" is a unique fire-safety program for children developed in Mishawaka, Indiana by the P.T.A.; and

WHEREAS, The "Survive Alive House" will teach children as well as seniors and the handicapped techniques that will help them survive in case fire should strike their homes; and

WHEREAS, Hundreds of children have already gone through the "Survive Alive House" program in Mishawaka, Indiana; and

WHEREAS, Parents whose children have already participated in the "Survive Alive House" program state that their children have been saved (in fires) because of what they learned; now, therefore,

Be It Resolved, That the Mayor and members of the City Council do hereby urge the Governor, Mayor, City Council, Fire Department, P.T.A., Local Unions, Community Groups, Archdiocese of Chicago, and the Board of Education to work in a concerted effort to bring a "Survive Alive House" program to the City of Chicago and the State of Illinois.

Failed To Pass -- APPOINTMENT OF INVESTIGATIVE COMMITTEE TO ALLOCATE FUNDS FOR HIRING OF ADDITIONAL POLICE PERSONNEL.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Tuesday, April 16, 1991, having had under consideration a proposed resolution originally referred to committee on March 2, 1982 and introduced by Alderman Michael F. Sheahan (19th Ward) calling for additional hiring of 1,000 police officers, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Chicago Police Department is one of the most outstanding law enforcement agencies in the United States; and

WHEREAS, The Chicago Police Department Personnel have always given the citizens of the City outstanding service; and

WHEREAS, There were approximately 14,300 police officers in 1975; and

WHEREAS, There are approximately 12,000 sworn police personnel in 1982; and

WHEREAS, There has been a decline in police officers and an increase in violent crimes; and

WHEREAS, The Chicago Police Department's motto is "We Serve and Protect"; now, therefore,

Be It Resolved, By the Mayor and the City Council that an investigating committee of the City Council be appointed for the purpose of allocating the necessary funds to hire additional police personnel; and

Be It Further Resolved, That this committee present its recommendations to the Mayor and the City Council for the hiring of 1,000 additional police officers.

Failed To Pass -- AMENDMENT OF AGREEMENT WITH FRATERNAL ORDER OF POLICE, CHICAGO LODGE NUMBER SEVEN BY CLARIFYING MEDICAL BENEFITS AVAILABLE TO POLICE PERSONNEL AND THEIR ELIGIBLE DEPENDENTS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Tuesday, April 16, 1991, having had under consideration a proposed ordinance originally referred to committee on October 31, 1984 and introduced by The Honorable Harold Washington amending the agreement between the City of Chicago and the Fraternal Order of Police relating to health care, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

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

SECTION 1. The ordinance adopted October 18, 1984, on pages 9353 through 9412 of the Journal of Proceedings of the City Council, which approved an agreement between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, is hereby amended by adding the attached Memorandum of Understanding relating to the Medical Care Plan as an addendum to said ordinance.

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

Memorandum of Understanding attached to this ordinance reads as follows:

Memorandum Of Understanding.

This Memorandum of Understanding is entered into by and between the City of Chicago, an Illinois municipal corporation (referred to as the Employer) and Chicago Lodge No. 7, Fraternal Order of Police (herein called the Lodge), pursuant to Executive Order No. 84-4, dated July 5, 1984.

Whereas, Executive Order No. 84-4 (herein the "Order") was issued by the Mayor of the City of Chicago to provide for hospital and medical coverage, dental and optical coverage for eligible employees of the City of Chicago and their eligible dependents (herein the "Plan"); and

Whereas, Section 3 of said Order provides for coverage and eligibility of officers represented by the Lodge and their eligible dependents as specified in labor agreements and/or memoranda of understanding; and

Whereas, The Employer and Lodge have entered into a Labor Agreement, specifically the current Collective Bargaining Agreement (herein the "Labor Agreement"), providing for such fringe benefit coverage; and

Whereas, Pursuant to good-faith negotiations, the Employer and Lodge seek and agree to clarify and modify as hereinbelow set forth the extent to which the provisions of such Order and the Medical Care Plan therein contemplated shall apply to the officers represented by the Lodge and their eligible dependents;

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

1. The provisions of the Order and of the City of Chicago Medical Care Plan for Employees, both of which are appended hereto, shall apply to officers represented by the Lodge and their eligible dependents except as specifically modified herein.

2. In the event of a conflict between the Order and/or the Plan and the Labor Agreement, the terms of the Labor Agreement shall control.

3. Eligible dependents of officers covered by the Labor Agreement are defined as those dependents set forth in Section 4 of the Order; provided, however, that Section 4C of said Order shall not apply to the officers covered by the Labor Agreement and provided further, that Section 4B shall be modified to delete the clause "hired before August 1, 1984".

4. Instead of the last sentence of Section 4 of the Order, the following sentence shall apply to the officers covered by the Labor Agreement: Upon the submission of said affidavit, dependents shall be presumed eligible to participate in the Plan and shall receive Plan coverage; provided, that if the Benefits Manager subsequently determines that the statements in the affidavit are not true and sends written notice to the officer within 60 days of receipt of the affidavit, then such dependent(s) may be deemed to have been ineligible and the Employer may recoup or offset the full amount of any benefit payments theretofore made; provided further, that any determination to recoup or offset any payments may be appealed by the officer as set forth in paragraph 5 below, and shall not become final until exhaustion of the procedures provided for in paragraph 5 below.

5. In the event of a dispute as to eligibility of an officer or eligibility of a dependent or a dispute as to coverage, said dispute may be submitted to and resolved pursuant to the provisions of Article 9 of the Labor Agreement, after exhaustion of the review procedure referred to in Sections 12 through 14 of the Order.

6. No officer covered by the Agreement shall suffer any loss or reduction in benefits due to the inaccessibility of the Employee Benefits Advisor in the Benefits Management Office due to telecommunications equipment failures in the Benefits Management Office.

7. Plan benefits otherwise available to an officer and/or dependent shall also be available and paid for at medical clinics, whether affiliated or unaffiliated with a hospital, so long as the service provider is licensed and acting within the scope of his or her license.

8. Where an employee and/or his or her spouse is responsible for two or more eligible dependent groups, the maximum deductible for the family unit shall be two $100 deductibles per year.

9. The Plan does not provide for or require, but shall not be deemed to prohibit, approval of claims for coverage of mail order prescriptions obtained through sources related to particular disease foundations, other than the single service authorized or to be authorized under the Plan. The Employer may, at its option, and in its sole and absolute discretion, consider such claims.

10. Notwithstanding anything in the Plan to the contrary, medical care benefits otherwise available will be provided for any charges incurred for surgical procedures designed to help an individual lose weight where such surgical procedure is medically necessary.

11. This Memorandum of Understanding shall be deemed to be a part of the Labor Agreement.

Dated at Chicago, Illinois, this 8th day of October, 1984.

For The Lodge: City of Chicago:

(Signed) John M. Dineen _____

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 11 BY ADDITION OF NEW SECTIONS 11-9.1 THROUGH 11-9.14 TO CREATE POSITION OF POLICE BOARD ADMINISTRATIVE LAW JUDGE.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed ordinance originally referred to committee on October 25, 1989 and introduced by Aldermen Robert Shaw (9th Ward) and Ernest Jones (20th

Ward) to create the position of Police Board Administrative Law Judge for a fixed six-year term, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

WHEREAS, Justice delayed is justice denied; and

WHEREAS, There exists a backlog of cases and dispositions before the Chicago Police Board; and

WHEREAS, It is in the interest of police officers and indeed the entire public that an efficient and expeditious disposition to complaints against police officers goes immediately into effect; now, therefore,

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

SECTION 1. That Chapter 11 of the Municipal Code of Chicago be and the same is hereby amended by inserting therein, in their proper numerical sequence, the following new sections:

11-9.1. There is hereby created the position of Chicago Police Board Administrative Law Judge, to be appointed by the Mayor upon recommendation of the Chicago Police Board. Said appointment shall be with the advice and consent of the City Council and shall be for a term of six years.

11-9.2. The Administrative Law Judge shall be a licensed attorney of this State in good standing and shall be paid such reasonable compensation as shall be established by ordinance from time to time on a full-time or per diem basis.

11-9.3. The Mayor shall appoint one or more Administrative Law Judges as needed for the disposition of disciplinary cases filed before the Chicago Police Board by the Superintendent of Police.

11-9.4. The Administrative Law Judge shall exercise original jurisdiction over complaints filed before the Board by the Superintendent and under authority commonly exercised by a trial judge sitting in Cook County, Illinois and shall be empowered to administer oaths, take evidence and conduct hearings, and to make findings of law and fact on matters properly brought before said Administrative Law Judge by the complaint of the Superintendent of Police.

11-9.5. The Administrative Law Judge shall control the cases assigned to him or her and shall control the docket in order to provide for the speedy adjudications of matters before such Administrative Law Judge or Judges and shall enter from time to time such orders upon parties as necessary to those ends.

11-9.6. The Administrative Law Judge shall have authority upon finding validity in specific complaints to terminate the employment of, or to provide for such lesser punishment as justice deems proper to, any person charged with a violation of the Rules and Regulations of the Chicago Police Board or of such orders promulgated by the Superintendent of Police for the administration and operation of the Police Department.

11-9.7. Any punishment other than termination issued by the Administrative Law Judge shall be deemed the decision of the Chicago Police Board. Appeal from said decision shall be with the Circuit Court of Cook County, Illinois pursuant to law.

11-9.8. A decision by the Administrative Law Judge to terminate employment of a member of the Police Department for having been convicted of a felony or of a crime involving moral turpitude shall also be deemed as the decision of the Chicago Police Board, and appeal from said decision shall be with the Circuit Court of Cook County, Illinois pursuant to the law.

11-9.9. A decision by the Administrative Law Judge to terminate the employment of a police employee for possession or use of a controlled substance shall also be deemed as the decision of the Chicago Police Board, and appeals shall lie with the Circuit Court of Cook County as provided by law.

11-9.10. A decision to terminate a police employee for any other reason shall be appealable to the Chicago Police Board by a Petition for Review asking the Board to review the Record and to set a date for oral arguments. The petition shall be filed within 5 days of said Administrative Law Judge's decision and the Board shall review the trial transcript and provide a date for oral arguments before no less than 3 board members within 45 days of said filing. The Board shall issue its decision affirming or modifying the decision of the Administrative Law Judge within 20 days after oral arguments have been taken. Thereafter, appeal shall be to the Circuit Court of Cook County, Illinois pursuant to law.

11-9.11. All discovery shall be concluded within 45 days of the filing of a complaint before the Chicago Police Board unless extended for good cause.

11-9.12. Trial shall commence 60 days after the filings of the complaint unless continued for good cause, and continuances shall be granted only for good cause as allowable under the Code of Civil Procedure of Illinois to include the filing of affidavits.

11-9.13. The Administrative Law Judge shall issue a decision and penalty, if appropriate, upon the closing of proofs or after a finding the judge may thereafter hear matters in mitigation or aggravation if deemed necessary in the discretion of the Administrative Law Judge. Within 10 days of the last hearings, the Administrative Law Judge shall file the written decision stating the charges, and then the penalty, period of suspension or termination awarded. Time for review shall commence from the time of receipt of the written decision.

11-9.14. The Administrative Law Judge shall weigh the creditability of witnesses and evidence and shall make a decision based upon the preponderance of the evidence. The Superintendent of Police shall have the duty of going forward and establishing a prima facie case for the violation of any rule, regulation or general order or other order or procedure of the Police Department as is generally required of a plaintiff in a civil matter. The respondent police officer shall thereafter present such evidence as is generally presented by a defendant in a civil matter.

SECTION 2. This ordinance shall go into effect upon its passage, and all disciplinary matters after the passage of this ordinance shall be heard in accordance with its terms. Matters now pending but in which no testimony has been heard shall be assigned an Administrative Law Judge; matters

partially heard shall be heard in accordance with the law heretofore in effect.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 190, SECTION 190-2 BY INCREASING FINES IMPOSED ON PARENTS OR LEGAL GUARDIANS OF CHILDREN FOUND IN VIOLATION OF CURFEW REGULATIONS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed ordinance originally referred to committee on September 22, 1988 and introduced by Alderman Sheneather Y. Butler (27th Ward) to increase fines for curfew violations, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Section 190-2 of the Municipal Code of Chicago be and the same is hereby amended by striking therefrom certain language appearing in brackets below and by adding thereto certain language in italics below, as follows:

190-2. It shall be unlawful for any person under the age of seventeen years to be present at, or upon any public assembly, building, place, street or highway, in the city between the hours of 11:30 P.M. and 6:00 A.M. Saturday, or between the hours of 11:30 P.M. and 6:00 A.M. Sunday, or between the hours of 10:30 P.M. and 6:00 A.M. on any other day of the week, unless accompanied and supervised by a parent, legal guardian, or other responsible companion at least twenty-one years of age approved by a parent or legal guardian, or unless engaged in some occupation or business in which such child may lawfully engage under the statutes of this state.

Any police officer finding a child violating the provisions of this section shall warn the child to desist immediately from such violation and shall promptly report the violation to his superior officer who shall cause a written notice to be served upon the parent, guardian, or person in charge of such child, setting forth the manner in which this section has been violated. [Any parent, guardian, or person in charge of such child who shall knowingly permit such child again to violate the provisions of this section after receiving notice of the first violation shall be fined not less than Five Dollars nor more than One Hundred Dollars for each offense.]

Any parent, guardian, or person in charge of a child found in violation of this section shall be fined not less than Twenty Dollars nor more than Fifty Dollars for the first three such violations. The parent, guardian, or person in charge of a child found violating the provisions of this section a fourth time shall be required to perform not less than five hours nor more than

fifteen hours of community service. Upon completion of such community service, the child, with parent, guardian, or person in charge of such child, shall be required to undergo monthly counseling by the Chicago Department of Human Services or delegate agency for a period of four months.

All fines imposed under this section shall be forwarded to the Department of Human Services to defray the cost of counseling and program function.

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

Failed To Pass -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS URGED TO INVESTIGATE ALLEGED ACTS OF DISCRIMINATION WITHIN CHICAGO FIRE DEPARTMENT.

The Committee on Police and Fire submitted the following report:

CHICAGO, April 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to committee on September 9, 1987 and introduced by Alderman Robert Shaw (9th Ward) calling for an investigation into alleged acts of discrimination within the Chicago Fire Department, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, Discrimination because of race or sex is against the law and cannot be tolerated, especially in City government; and

WHEREAS, There have been an alarmingly increasing number of allegations that discrimination due to race and sex has been practiced at several locations of the Chicago Fire Department; and

WHEREAS, Particularly worthy of scrutiny are an allegation of female harassment and reports of racial harassment, as well as thievery at the Fire Department's Repair Shop at 31st and Sacramento; and

WHEREAS, In addition to these specific allegations, there is some evidence of non-compliance with Appendix G of the Collective Bargaining Agreement between the City and the Firefighters Union, specifically in the disproportionate numbers of Blacks being hired or promoted; now, therefore,

Be It Resolved, That the City Council Committee on Police, Fire and Municipal Institutions immediately hold public hearings into allegations of discrimination occurring within the Chicago Fire Department, and call upon the Fire Commissioner and his deputies to explain specific allegations of racial and sex discrimination as well as the disproportionate numbers of minorities being hired or promoted by the department.

Failed To Pass -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS URGED TO HOLD PUBLIC HEARINGS ON ALLEGED ACTS OF HARRASSMENT BY POLICE OFFICERS STATIONED AT CHICAGO MIDWAY AIRPORT.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to the committee on September 23, 1987 and introduced by Aldermen Robert Shaw (9th Ward), Marlene C. Carter (15th Ward), Anna R. Langford (16th Ward), Allan Streeter (17th Ward), Ernest Jones (20th Ward) and Jesse Evans (21st Ward) calling for a hearing on alleged acts of bigotry by police personnel at Midway Airport, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution,which failed to pass, reads as follows:

WHEREAS, An alarming situation seems to have been brewing at Midway Airport over some period of time; and

WHEREAS, On April 19, 1987, an alderman and her family were unwarrantedly subjected to verbal and physical abuse by Chicago Police Officers on duty at Midway Airport. During the time when said alderman and her family were routinely loading their cars with baggage, a Chicago policeman confronted her with violent and embarrassing language and subjected some of her family to search and arrest for no apparent reason; and

WHEREAS, Press coverage of this outrageous incident has encouraged other citizens to report similar behavior by Chicago police personnel at Midway Airport: most incidents involving white police harassment of Black travelers at Midway; and

WHEREAS, In these supposedly enlightened times, such unconscionable insensitivity on the part of Chicago police personnel charged with the promotion of public welfare cannot be condoned and must end at once, while the perpetrators of such behavior should be severely reprimanded; now, therefore,

Be It Resolved, That the City Council Committee on Police, Fire and Municipal Institutions immediately schedule public hearings on the reports of harassment of a segment of the public by Chicago Police Officers at Midway Airport, inviting to these hearings the Superintendent of Police, the Director of the Office of Professional Standards and representatives of the Internal Affairs Division, for the purpose of answering public testimony and seeking an end to the outrage occasioned by such flagrant violation of the public trust.

Failed To Pass -- REQUEST FOR HEARINGS ON PROCEDURES AND PROCESSES USED IN ADMINISTERING CHICAGO POLICE DEPARTMENT SERGEANTS EXAMINATION.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, having had under consideration a proposed resolution originally referred to committee on September 11, 1985 and introduced by Aldermen Patrick M. Huels (11th Ward), John S. Madrzyk (13th Ward) and Michael F. Sheahan (19th Ward) to require the Commissioner of Personnel to testify and explain the procedure and process of the Chicago Police Department Sergeants Examination, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The Department of Personnel, in conjunction with the Chicago Police Department had administered the sergeants exam on Saturday, September 7, 1985; and

WHEREAS, Criteria for eligibility had not yet been explicitly stated for those applicants that wish to be police sergeants; and

WHEREAS, In light of the current controversy that had surrounded the recent firefighters exam, the Department of Personnel must now indicate how a candidate will be selected for the final list of sergeants; and

WHEREAS, The City Council Committees on Police and Fire, and Administration Reorganization and Personnel, should require that the Commissioner of the Department of Personnel testify and explain the procedure and process of the police sergeants exam; now, therefore,

Be It Resolved, That we, the members of the City Council of Chicago, gathered on this eleventh day of September in 1985, do hereby urge that these joint committees hold hearings concerning the police sergeants examination.

Failed To Pass -- SUPERINTENDENT OF POLICE REQUESTED TO ESTABLISH PROGRAM TO REACTIVATE RETIRED POLICE PERSONNEL UNDER SPECIAL CIRCUMSTANCES OR SITUATIONS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to committee on November 16, 1988 and introduced by Alderman Robert Shaw (9th Ward) requesting the Superintendent of Police to hire retired police personnel and restore their powers under special circumstances or situations, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, Chicago is one of the world's largest cities with an inner city population in constant need of increased police protection; and

WHEREAS, Adequate security, which is mandatory in the assurance and protection of public safety and welfare, is not always possible given the number of active police personnel in proportion to the actual population of the city; and

WHEREAS, It behooves the leaders of this great city to explore every avenue in assuring adequate security to all residents of and visitors to our city; now, therefore,

Be It Resolved, That the Superintendent of Police is hereby memorialized to establish a program whereby he may rehire retired police personnel, restoring their police powers, for any special situations or circumstances where he and other city leaders determine a great need; and

Be It Further Resolved, That the City Council Committee on Police, Fire, and Municipal Institutions hold public hearings to determine those areas in

which retired police personnel, upon reactivation, could be of the greatest service.

Failed To Pass -- ESTABLISHMENT OF ANTI-GANG PATROLS IN AREAS ADJACENT TO SCHOOLS AND SCHOOL PROPERTY.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed ordinance originally referred to committee on April 1, 1987 and introduced by Alderman Juan Soliz (25th Ward) to establish anti-gang patrols in areas adjacent to schools and school property, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said ordinance, which failed to pass, reads as follows:

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

SECTION 1. There is hereby established within each Chicago Police District a special afternoon patrol unit which would operate in areas surrounding gang-troubled schools within that district. Said patrol unit shall consist of sworn Police personnel and shall operate between the hours of 1:00 P.M. and 5:00 P.M. on school days and be operative each day in which the gang-troubled school is in session.

SECTION 2. Each school within the City of Chicago shall be equipped with a sign every 500 linear yards around its borders, which sign shall read, in letters not less than three inches in height:

THIS AREA IS PATROLLED BY THE CHICAGO POLICE DEPARTMENT IN SUPPORT OF THE ILLINOIS SAFE SCHOOLS ACT OF 1986.

SECTION 3. In addition to any other records provided by this code and by state law, the Chicago Police Department shall maintain a separate and distinct record of arrests and prosecutions made pursuant to the Illinois Safe Schools Act of 1986.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

Failed To Pass -- CREATION OF COMMISSION ON MUNICIPAL TESTING TO REVIEW POLICE DEPARTMENT PROMOTION PROCEDURES.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a resolution originally referred to committee on March 8, 1989 and introduced by Aldermen Michael F. Sheahan (19th Ward) and Robert Kellam (18th Ward) to create a Commission on Municipal Testing, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The present system used to promote members of the Chicago Police Department to the rank of Sergeant and Lieutenant has lead to a disproportionate number of complaints and legal actions by members of the Chicago Police Department and its free standing representatives; and

WHEREAS, The method of standardizing tests for Sergeants and Lieutenants has led to allegations of improprieties and discriminatory actions against qualified applicants seeking promotions; and

WHEREAS, As a result, morale within the ranks of the Chicago Police Department is at a low ebb due to the standardized testing procedure and may be adversely affecting the efficiency of the department; and

WHEREAS, A final judicial determination as to the legality of any standardized testing procedure has yet to be decided in the United States Appellate Court; therefore leaving a question as to the legality and constitutionality of the City of Chicago's present stance regarding interdepartmental promotions at the Sergeant and Lieutenant levels; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby authorize the creation of the "Commission on Municipal Testing" to examine, investigate and make unbiased binding recommendations concerning the city's testing procedures to all interested parties; and

Be It Further Resolved, That the Commission on Municipal Testing include representatives from the Fraternal Order of Police Chicago Lodge No. 7, the Chicago Sergeants Association, the Chicago Lieutenants Association; also the Chairman of the Committee on Finance, the Chairman of the Committee on Budget and Government Operations, the Department of Personnel, the Corporation Counsel, two private sector examination experts, two experts from an accredited college or university, and three aldermen to be selected by the Chairman of the Police and Fire Committee, who will serve as temporary chairmen until a permanent chairman can be selected by the body.

Failed To Pass -- CHICAGO POLICE DEPARTMENT URGED TO DEVELOP EFFECTIVE PHYSICAL FITNESS TRAINING PROGRAM.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to committee on July 29, 1987 and introduced by Aldermen Danny K. Davis (29th Ward), Eugene Sawyer (6th Ward), William M. Beavers (7th Ward), Marlene Carter (15th Ward), Allan Streeter (17th Ward), Ed H. Smith (28th Ward) and Percy Giles (37th Ward) urging the Chicago Police Department to develop an effective physical fitness training program, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, Mental alertness, physical alertness and physical agility are all desirable characteristics for an effectively functioning member of the Chicago Police Department; and

WHEREAS, The Chicago Police Department does not currently have physical fitness testing as a mandated or voluntary part of its in-service training program within departmental guidelines; and

WHEREAS, Without some built-in and on-going program of activities and testing, it is impossible to determine the fitness status of Police officers as it relates to health maintenance, cardiovascular endurance and the ability to handle various levels of stress; and

WHEREAS, It is vitally important to the City of Chicago to have a Police Department which meets minimum fitness requirements for the most effective performance of their duties; now, therefore,

Be It Resolved, That the Chicago Police Department develop an effective physical fitness training program; and

Be It Further Resolved, That the Chicago City Council generate the resources necessary for program implementation so that the City of Chicago may be able to maintain its reputation of having one of the finest police forces in the nation.

Failed To Pass -- LAW ENFORCEMENT AGENCIES URGED TO MAINTAIN ANONYMITY OF PERSONS REGISTERING COMPLAINTS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to committee on June 14, 1989 and introduced by Alderman Robert Shaw (9th Ward) memorializing the Chicago Police Department and all other law enforcement agencies operating in the City to ensure anonymity for persons registering complaints with police, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The proliferation of crime and criminal behavior in our urban communities has become a cause of intense concern on the part of all law-abiding citizens; and

WHEREAS, Persons who observe crimes or who are suspicious of the existence of criminal behavior must be encouraged to bring forth their observations and suspicions to law enforcement agencies as speedily and as safely as possible; and

WHEREAS, There are many instances when Chicago policemen respond to a complaint by openly visiting the complainant first and thus alerting possible wrongdoers not only of their own presence but also of the source of the complaints which brought them out. This is a threat to the complainants and discourages them from ever notifying the police again, due to possible repercussions from wrongdoers; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the Chicago Police Department and all law enforcement agencies operating in the City to delay identification of complainants as long

as feasible to insure their anonymity and safety, and when responding to a complaint, to first investigate the person or persons or premises against which the complaint is made, and only afterward to contact the complainant.

Failed To Pass -- CONSIDERATION OF MOTION TO AMEND ORDINANCE WHICH WOULD ESTABLISH MINIMUM NUMBER OF POLICE OFFICERS ASSIGNED TO ALL NIGHT BASEBALL GAMES AT WRIGLEY FIELD.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a motion originally referred to committee on February 25, 1988 and introduced by Aldermen Eugene C. Schulter (47th Ward) and Bernard J. Hansen (44th Ward) to amend an ordinance which would assign at least fifty additional police officers to all night baseball games at Wrigley Field, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed motion transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed motion transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said motion, which failed to pass, reads as follows:

I move to amend, the proposed ordinance allowing night games at Wrigley Field by adding to Section 4, subparagraph a the following language in italics below:

SECTION 4.

(a) Public Safety and Order. On or before June 1, 1988, the Superintendent of Police shall develop and implement a public safety and order plan designed to ensure that sufficient police personnel are assigned to preserve public safety and order in the neighborhood surrounding Wrigley Field when baseball games are played and in particular, for up to two hours after each night game at Wrigley Field. The plan shall also make provision for adequate police protection in and around the Addison elevated station and on elevated trains. *There shall be at least 50 Chicago police officers assigned to all night baseball games.*

Failed To Pass -- REQUEST FOR LEGAL OPINION ON PLACEMENT OF OUTDOOR BASKETBALL HOOPS IN PUBLIC ALLEYS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a communication originally referred to committee on May 29, 1985 and submitted by Mrs. Verna Kay Hill regarding basketball attachments on garages in alleys, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said communication transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed communication transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said communication, which failed to pass, reads as follows:

To: Members of the Chicago City Council

Re: Basketball attachments on garages in alleys

This is to request action toward a legal decision on the attachment of loops on garages in alleys and the implementation of such action as soon as possible.

Aldermen have been contacted and the only action is conversation that is timely and non-productive. Requests from police to stop excessive noise and

profanity go unanswered. Homeowners have purchased homes for enjoyment, relaxation and some peace from the busy community and have paid taxes to provide for playgrounds, with no intention of living in the midst of these playgrounds. Some reasons for this request are: damage and defacing of garages and fences; jumping fences breaks them down, bicycles are hooked into the framework; and jumping into surrounding yards after balls ruins plants and can cause break-ins also. Balls have gone as far as windows and porches and people do not want invasion of their private property. Many homeowners cannot enjoy their back porches or yards because of an assembly of persons from all areas, each with a ball, coming to an area with a loop attached to someone's garage to "play ball" when there is a public park nearby. Those seeking relaxation in their homes are subjected to the constant bouncing of all these balls, excessive radio playing, vile profanity and yelling. Those playing ball are of all ages and many have no respect for the surrounding homeowners. Owners of the property with the garage attachment say they have the right to put it there, it is their property, but it is causing confusion and damage to the area, and when such complaints go unheeded some type of revengeful eruption will occur. Many of those surrounding this nuisance are afraid to complain because of repercussion from the players and suffer the noise and damage. This also affects the incentive of those who try to keep up their property, when faced with such intrusion. Those playing bring their fast food containers and cans and bottles and toss them into surrounding yards. Garbage cans are bent and rolled around the alley. Girls join the players and keep the noise far into the night many times. A block club cannot always be effective, as some don't bother because of previous efforts to no avail and others live far enough away from most of the noise.

It is hoped that some decision to prohibit such attachments can be made soon, so as to prevent such ill-effects in a community, and not cause neighbor violence, also let players know what parks are for.

Some of the citizens who had permitted these loops on their garages have seen the damage and voluntarily removed them in many areas of the city. Some don't even communicate when neighbors request their cooperation and don't even answer the door. Therefore a legal decision is much needed.

Failed To Pass -- REQUEST FOR HEARINGS ON PROCEDURES USED IN ADMINISTERING CHICAGO POLICE OFFICERS EXAMINATION.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to committee on September 11, 1985 and introduced by Aldermen Michael F. Sheahan (19th Ward), John S. Madrzyk (13th Ward)and Patrick M. Huels (11th Ward), to request public hearings on the procedures used in administering examination for Chicago Police Officers, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The City of Chicago, Department of Personnel, recently administered an exam for police officers; and

WHEREAS, The Chicago Police Department needs the best qualified personnel; and

WHEREAS, The Department of Personnel had not indicated how a candidate will be selected for the final list; and

WHEREAS, The Department of Personnel must follow the merit process of hiring the most qualified persons; and

WHEREAS, The Chicago City Council Committees of Police and Fire and Administration, Reorganization and Personnel should require that the Commissioner of Personnel shall testify and explain the procedure and process of the police exam; now, therefore,

Be It Resolved, That we, the members of the Chicago City Council, gathered here this eleventh day of September, 1985, urge that hearings be held concerning the Police Department exam.

Failed To Pass -- SUPERINTENDENT OF POLICE AND DEPARTMENT OF HEALTH URGED TO INSTITUTE DRUG TESTING PROGRAM FOR CITY COUNCIL MEMBERS, STAFF AND ALL CITY CONTRACTUAL EMPLOYEES.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to committee on November 18, 1987 and introduced by Alderman Sheneather Y. Butler (27th Ward) to urge the Superintendent of Police and Department of Health to institute a drug testing program for City Council members, staff and contractual employees, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The prevalence of drugs in our society has contributed greatly to the increase in crime, unemployment, the poverty rate, and in many of this country's related social and economic problems; and

WHEREAS, It is in the utmost interest of public safety and welfare to assure that the use of recreational drugs is not in any way permitted in government, and in the running of the City of Chicago; now, therefore,

Be It Resolved, That the Superintendent of Police and the Department of Health are hereby memorialized to institute a drug testing program for all aldermen, all members of the staff of the City Council, and all persons under contract to the City of Chicago, and to require that any person found with recreational drugs in his or her system seek immediate counseling and, if necessary, treatment.

Failed To Pass -- REQUEST FOR HEARINGS TO DETERMINE FEASIBILITY OF ESTABLISHING PROGRAM FOR VIDEO SURVEILLANCE ON PUBLIC STREETS.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held Monday, April 22, 1991, having had under consideration a proposed resolution originally referred to committee on March 9, 1988 and introduced by Alderman Juan M. Soliz to (25th Ward) calling for hearings to determine the feasibility of establishing a video surveillance program on public streets, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, Chicago Police Department statistics indicate the existence of several high crime areas in the City, including Area 4, which comprises a large part of the 25th Ward; and

WHEREAS, Parks, schools, elevated train platforms and neighborhood corners are all prime targets where persons congregate, and where criminal activities may take place; and

WHEREAS, Police remain a major deterrent to the criminal process, the ratio of police to criminals is still overwhelmingly in favor of the criminals. There are not sufficient numbers of police personnel available on a 24-hour basis to monitor criminal activity at any given location, especially when such activity is taking place; and

WHEREAS, Though the addition of extra police personnel may be called for, vast numbers would have to be added to control criminal activity in these so-called high crime areas; and

WHEREAS, Technological advancement now exists which we could utilize to monitor and therefore control and eventually discourage criminal activities on public ways and in public places; now, therefore,

Be It Resolved, That a Joint Committee of the City Council, made up of the Committee on Police, Fire and Municipal Institutions and the Committee on Human Rights and Consumer Protection, immediately hold hearings to determine the feasibility of the initiation and development of a program of video surveillance on public streets, using as a test area that portion of the City of Chicago known as Area 4, setting up a network of closed-circuit television cameras to monitor and record all activity at sites which police have determined to have the highest crime history, and thereby to create much-needed neighborhood safe zones for the protection of community residents and the public at large; and

Be It Further Resolved, That said Joint Committee shall call upon representatives from the Chicago Police Department and all other such law enforcement agencies, as well as members of the public and representatives of electronic industries, and such other citizens as the committee shall select, to provide information concerning the possibilities of video surveillance; and

Be It Further Resolved, That sound principles of human rights should govern any discussions, plans, programs and operational intentions of video surveillance on public streets and in public places, to include but not be limited to the following:

1. All details of the video camera plan should be made public.

2. The plan should be as specific as possible. Consistent with the requirements of Title III of the United States Omnibus Crime Control and Safe Streets Act, the plan should set forth:

a. the areas of surveillance;

b. the incidence of crime;

c. the goals of surveillance;

d. the duration of surveillance; and

e. the offenses which might be deterred.

3. The areas proposed for surveillance should have demonstrably high street crime compared to other areas of the City such that a compelling need for the cameras is shown and that it is extremely likely that such crimes will re-occur in the area. Other investigative and enforcement procedures should have been tried and failed, such as increased police personnel, crime watch or similar programs.

4. A public hearing should be held before the installation of cameras to solicit comments and suggestions from the community.

5. There should be a showing that most residents of the target community support surveillance, and the community should be able to veto the proposal if there are widespread objections by neighborhood citizens, merchants or residents.

6. Notice of the surveillance should be clearly and conspicuously posted, and all cameras should be clearly identified to the community; and

Be It Further Resolved, That upon determining the feasibility of such a video surveillance program, said Joint Committee shall submit a report to the Council and to the Budget Director listing all projected annual costs of such program, to the end that monies for the initiation and development of a video surveillance program in Area 4 may be included in the City's Annual Appropriation Ordinance for the Year 1989, and provable success would bring about expansion of such program throughout the City in future years.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

AUTHORIZATION FOR IMPOSITION OF SERVICE CHARGE FOR 1991 TASTE OF CHICAGO FESTIVAL AND ESTABLISHMENT OF PROCEDURES FOR SELECTION OF CONTRACTOR TO SUPPLY SECURITY FOR ALL 1991 CITY FESTIVALS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman John S. Madrzyk (13th Ward) authorizing the imposition of a service charge at the 1991 Taste of Chicago Festival and the selection of a contractor to supply security at the 1991 festivals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said ordinance, as passed, reads as follows:

WHEREAS, The City of Chicago ("City") is a home rule municipality as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through its Mayor's Office of Special Events ("M.O.S.E."), desires to conduct Taste of Chicago to take place in and around Grant Park for an eight-day period commencing Thursday, June 27, 1991, and ending Thursday, July 4, 1991, providing for the sale of food, beverages and souvenirs in conjunction with public entertainment ("Taste of Chicago"); and

WHEREAS, The City also desires to conduct other festivals in 1991, including but not limited to, the Chicago Gospel Festival on June 8 and 9, 1991; the Chicago Blues Festival on June 14, 15 and 16, 1991; the Chicago Country Music Festival on July 20 and 21, 1991; Venetian Night on August 9, 1991; the Chicago Jazz Festival on August 29 through September 1, 1991; and Viva! Chicago Festival on September 7 and 8, 1991; to take place on various City streets, providing for the sale of food, beverages and souvenirs in conjunction with public entertainment; and

WHEREAS, The Taste of Chicago and the other festivals (collectively "the Festivals") will promote the public interest by providing vital recreation for the citizens of the City, and bring together large numbers of people from every segment of society and every area of the City to meet and share in common social experiences; and

WHEREAS, The Festivals also are a unique opportunity to promote tourism in the City and to generate business and employment opportunities for Chicago residents, all of which are in the public interest; and

WHEREAS, M.O.S.E. desires to fund a portion of the cost of conducting Taste of Chicago through a service charge on the coupons used to purchase food and beverages at Taste of Chicago; now, therefore,

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

SECTION 1. M.O.S.E. is hereby authorized to impose a service charge of fifty cents ($.50) on the purchase of each booklet, sheet or other group of nine (9) coupons redeemable for food and beverages at Taste of Chicago. Such service charge shall be applied to the cost incurred by the City in presenting, promoting and producing Taste of Chicago, including without limitation, increased security; expanded entertainment, programming, production and marketing; increased maintenance operation; increased restroom facilities; inclusion of dining areas and picnic tables; expanded public relations efforts both regionally and nationally; and the inclusion of a recycling program. In addition, any balance remaining from the service charge revenues after payment of the above-referenced cost of Taste of Chicago shall be applied to the cost incurred by the City for various other festivals and public events.

SECTION 2. In order to engage a contractor to provide security services at the Festivals in a manner more expedient than pursuant to the procedures of the Municipal Purchasing Act for cities of 500,000 or more population, the Director of the Mayor's Office of Special Events ("Director") and the Purchasing Agent or their duly authorized representatives are hereby authorized: (a) to solicit at least two contractors to provide security services; (b) to select a contractor to perform such services based on the following criteria: previous experience at events comparable in size and scope to the Festivals, capability to perform such services satisfactorily and contract cost; and (c) to negotiate with the selected contractor the terms of a contract for the performance of such services. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Purchasing Agent and the Director or their designated representatives are hereby authorized to enter into and execute a contract between the City and the selected contractor, containing such terms as may be required by law, executive order or deemed appropriate or necessary by the Purchasing Agent. The Director shall cause executed copies of the foregoing agreement(s) to be placed on file with the City Comptroller to be made available for public review.

SECTION 3. This ordinance shall take immediate effect upon its passage and approval.

Re-Referred -- PERMISSION FOR TRAFFIC CLOSURES ON PORTIONS OF SUNDRY STREETS FOR VARIOUS SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration eleven (11) proposed orders (referred to your committee on March 15 and April 12, 1991) to close to traffic portions of sundry streets for various special events, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed orders to the Department of Public Works.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed orders were *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Re-Referred -- PERMISSION TO CONDUCT SUNDRY EVENTS ON PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration six (6) proposed orders (referred to your committee on March 15 and April 12, 1991) to conduct sundry events on portions of specified streets, begs leave to recommend that Your Honorable Body *Re-Refer* the said proposed orders to the Department of Public Works.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed orders were *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Re-Referred -- PERMISSION GRANTED TO 57TH STREET ART FAIR TO CONDUCT ART FAIR ON PORTIONS OF EAST 57TH STREET, SOUTH KIMBARK AVENUE AND EAST 56TH STREET.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a proposed order to conduct an art fair on portions of specified streets, begs leave to recommend that Your Honorable Body *Re-Refer* the said proposed order to the Department of Public Works.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed order was *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Re-Referred -- PERMISSION GRANTED TO HYDE PARK-KENWOOD COMMUNITY CONFERENCE TO CONDUCT ART FAIR ON PORTION OF EAST 57TH STREET.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a proposed order to conduct an art fair on a portion of East 57th Street, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed order to the Department of Public Works.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed order was *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170 OF MUNICIPAL CODE OF CHICAGO BY EXCLUDING 46TH WARD FROM PROVISIONS PROHIBITING PARKING OF PICKUP TRUCKS AND VANS ON RESIDENTIAL STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 15, 1991) a proposed ordinance amending Section 9-64-170 of the Municipal Code of the City of Chicago pertaining to the parking of larger vehicles to include the 46th Ward, begs leave to recommend 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 9-64 of the Municipal Code of Chicago is hereby amended in Section 9-64-170(a) by deleting the bracketed language and adding the language in italics as follows:

9-64-170 (a) It shall be unlawful to park any truck, tractor, semi-trailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided however, that in the 12th, 14th, 23rd [and], 40th *and 46th* Wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to his place of residence and the vehicle bears a special parking permit issued in accordance with this subsection. The owner shall apply for a special permit for such parking from the alderman of the ward in which he resides. The Commissioner of Public Works shall issue a permit upon receipt of a completed application, payment of a $25.00 annual fee, and upon passage and publication of a City Council order authorizing the issuance of the permit. A permit issued under this subsection shall be valid until the 30th of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the city vehicle tax sticker. If a residential parking zone restriction is in effect at the owner's place of residence, a residential parking permit shall also be required in accordance with Section 9-64-090.

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

AMENDMENT OF TITLE 9, CHAPTER 68, SECTION 040 OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING STANDING OR PARKING OF CHARTER BUSES IN DESIGNATED AREAS NEAR WRIGLEY FIELD.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 15, 1991) a proposed ordinance amending Section 9-68-040 of the Municipal Code of the City of Chicago pertaining to the operation of charter buses near Wrigley Field, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-68-040 of the Municipal Code of Chicago is hereby amended by adding a new subsection 9-68-040(j) to read as follows:

9-68-040. * * * * *

(j) It shall be unlawful to stand or park a privately owned bus with its motor running in an area designated pursuant to subsection (a) or (e) of this section. Any person who violates this subsection shall be subject to a fine of not less than $250 nor more than $500 for each offense.

SECTION 2. This ordinance shall be in full force and effect 30 days after passage.

AMENDMENT OF TITLE 9, CHAPTERS 40, 64 AND 92 OF MUNICIPAL CODE OF CHICAGO PERTAINING TO DISPOSITION OF UNCLAIMED IMPOUNDED MOTOR VEHICLES.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 15, 1991) a proposed ordinance amending Title 9, Chapters 40, 64 and 92 of the Municipal Code of the City of Chicago pertaining to the disposition of unclaimed impounded motor vehicles, begs leave to recommend that Your Honorable Body do *Pass* the proposed 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit under the Illinois Constitution and as such may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The disposition of unclaimed impounded motor vehicles is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. Chapter 9-92 of the Municipal Code of Chicago is hereby amended in Section 9-92-100 by adding the language in italics and deleting the language in brackets as follows:

9-92-100. *(a) Whenever an abandoned, lost, stolen, or other impounded motor vehicle remains unclaimed by the registered owner or other person entitled to possession for a period of 15 days after notice has been given pursuant to Section 9-92-070(a) or (b), the* [The] Superintendent of Police or the Commissioner of Streets and Sanitation shall authorize the disposal

or other disposition of *such* unclaimed vehicles as provided in *this Section.* [Sections 4-208 and 4-209 of the Illinois Vehicle Code as amended.]

(b) Impounded motor vehicles which remain unclaimed after notice has been provided pursuant to Section 9-92-070 shall be disposed, pursuant to the provisions of the "Municipal Purchasing Act for cities of 500,000 or more population", to a person licensed as an automotive parts recycler, rebuilder or scrap processor under Chapter 5 of the Illinois Vehicle Code; provided, however, that such vehicles having a value that substantially exceeds its scrap value may be disposed of in accordance with subsections (c) or (d) of this Section.

(c) Where the Superintendent of Police or Commissioner of Streets and Sanitation determines that an unclaimed impounded vehicle has a value substantially in excess of the scrap value of such vehicle, he may cause it to be sold at public auction to a person licensed as an automotive parts recycler, rebuilder or scrap processor. Notice of the time and place of the sale shall be posted in a conspicuous place for at least 10 days prior to the sale on the premises where the vehicle has been impounded. At least 10 days prior to the sale the Superintendent or Commissioner shall cause a notice of the time and place of the sale to be sent in the same manner as the notice sent pursuant to Section 9-92-070 to the registered owner, lienholder or other person entitled to possession of the vehicle. Such notice shall contain a complete description of the vehicle to be sold and the steps that must be taken by any legally entitled person to reclaim such vehicle.

In those instances where the notification specified in Section 9-92-070 has been returned by postal authorities due to the addressee having moved, or being unknown at the address obtained from the registration records of the State, the sending of a second notice shall not be required.

(d) The Superintendent of Police is authorized to reserve for the city's use such unclaimed impounded vehicles for which notice has been sent pursuant to Section 9-92-070, as the various departments of the city may require. Any vehicle reserved for such purpose shall be added to the list of the respective department's fleet of vehicles.

SECTION 2. Chapter 9-40 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-40-071 to read as follows:

9-40-071. No operator of a vehicle, other than an emergency vehicle or authorized service vehicle, shall drive upon any sidewalk, lawn area, playground area, asphalt area or upon or through a firelane within or adjacent to any Chicago Housing Authority Development not designated for such use.

SECTION 3. Chapter 9-64 of the Municipal Code of Chicago is hereby amended in Section 9-64-090(b) by adding the language in italics as follows:

9-64-090. * * * * *

(b) It shall be unlawful to park any unauthorized vehicle in violation of signs erected or maintained pursuant to this section *or any other ordinance or city council order which establishes and defines a residential permit parking order zone for which permits are issued pursuant to Section 9-67-020 or other ordinance.*

SECTION 4. This ordinance shall be in full force and effect upon its passage and publication.

AMENDMENT OF TITLE 9, CHAPTER 76, SECTION 190 OF MUNICIPAL CODE OF CHICAGO BY REQUIRING DISPLAY OF OWNERSHIP AND WEIGHT MARKINGS ON SECOND DIVISION VEHICLES OPERATED FOR COMMERCIAL OR INDUSTRIAL PURPOSES.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 12, 1991) a proposed ordinance amending Section 9-76-190 of the Municipal Code of the City of Chicago pertaining to the display of markings indicating the ownership and weight of specified vehicles, begs leave to recommend that Your Honorable Body do *Pass* the proposed 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 9-76 of the Municipal Code of Chicago is hereby amended in Section 9-76-190 by adding the language in italics as follows:

9-76-190. No second division vehicle *designed and used for carrying or pulling freight or cargo in the furtherance of a commercial or industrial enterprise* shall be operated upon a roadway unless there is painted or otherwise firmly affixed to both sides of such vehicle, in a color or colors vividly contrasting to the color of the vehicle, the name and address of the owner thereof and the maximum empty weight of such vehicle.

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

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (March 29, 1989, October 31, December 19, 1990, January 11, February 6 and March 15, 1991) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160, of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance And Hours
West Argyle Street (South side)	From a point 105 feet west of North Marine Drive, to a point 25 feet west thereof -- at all times (91-0020);
East Balbo Drive (North side)	From a point 58 feet east of South Wabash Avenue, to a point 18 feet east thereof -- at all times (91-0091);
West Belmont Avenue	At 5027 (handicapped loading zone) at all times;
North California Avenue (West side)	From a point 22 feet south of West Lyndale Street, to a point 25 feet south thereof (90-1893);
South Canal Street (West side)	From a point 20 feet south of West Taylor Street, to a point 140 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-0093);
West Cermak Road (North side)	From a point 243 feet west of South Rockwell Street, to a point 22 feet west thereof -- 7:00 A.M. to 5:30 P.M. -- Monday through Friday (91-0089);

Public Way	Distance And Hours
North Dearborn Street (East side)	From a point 30 feet south of East Erie Street, to a point 80 feet south thereof -- loading zone/tow-away zone -- at all times (private benefit) (91-0130);
North Dearborn Parkway (West side)	From a point 105 feet north of West Division Street, to a point 47 feet north thereof -- loading zone/tow-away zone -- at all times (private benefit) (91-0233);
West Diversey Avenue (South side)	From a point 40 feet east of North Mason Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 7:30 P.M. (91-0088);
North Kedzie Avenue (West side)	From a point 50 feet south of West Augusta Boulevard, to a point 75 feet south thereof -- loading zone/tow-away zone (91-0023);
North Lakewood Avenue (East side)	From a point 200 feet south of North Lincoln Avenue, to a point 72 feet south thereof -- at all times (90-1864);
South Marquette Avenue (West side)	From a point 20 feet north of East 84th Street, to a point 25 feet north thereof -- at all times (91-0246);
North Neva Avenue (West side)	From a point 150 feet south of West Grand Avenue, to a point 25 feet south thereof -- at all times (91-0087);
West Randolph Street (South side)	From a point 20 feet west of North Halsted Street, to a point 50 feet west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (91-0092);

Public Way	Distance And Hours
North Rush Street (East side)	From a point 58 feet north of East Huron Street, to a point 100 feet north thereof -- loading zone/tow-away zone -- at all times (private benefit) (90-1580);
North Wabash Avenue (East side)	From a point 6 feet north of East Chicago Avenue, to a point 25 feet north thereof -- at all times (private benefit) (91-0234);
North Wells Street (West side)	From a point 138 feet south of West Chicago Avenue, to a point 22 feet south thereof -- loading zone/tow-away zone -- at all times (private benefit) (91-0085);
West Willow Street (South side)	From a point 20 feet east of North Halsted Street, to a point 25 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-0230);
West Wrightwood Avenue (South side)	From a point 20 feet east of North Sheffield Avenue, to a point 25 feet east thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (91-0231);
West 21st Street (North side)	From a point 30 feet east of South Ashland Avenue, to a point 40 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;
West 83rd Street (South side)	From a point 88 feet east of South Homan Avenue, to a point 55 feet east thereof -- handicapped loading zone (91-0041).

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

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed September 28, 1967, Council Journal of Proceedings page 949, which reads:

"West Cermak Road (north side) from a point 125 feet east of South Federal Street, to a point 65 feet east thereof"

by striking:

"125 feet east of South Federal Street, to a point 65 feet east thereof -- no parking anytime"

and inserting in lieu thereof:

"West Cermak Road (north side) from a point 150 feet east of South Federal Street, to a point 50 feet east thereof -- no parking handicapped loading zone -- at all times (91-0042)".

SECTION 2. Repeal ordinance passed May 10, 1989, Council Journal of Proceedings page 951, which reads:

"East 79th Street (northeast side) from a point 259 feet east of South State Street, to a point 25 feet thereof -- loading zone -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday (90-1897)".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

RESTRICTION AND AMENDMENT OF VEHICLUAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (July 31, October 3, 31, December 19, 1990, January 11 and February 6, 1991) proposed ordinances to restrict and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Restriction Of Vehicular Traffic Movement To Single Direction.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits And Direction
First east-west alley	North of 2500 West Fullerton Avenue, from North Maplewood Avenue to North Campbell Avenue -- easterly;
First east-west alley	North of West Higgins Avenue, between North Oriole Avenue and North Ottawa Avenue -- westerly;
South Homan Avenue	From West Cermak Road to West 23rd Street -- northerly;
East-west alley	Between West Logan Boulevard and West Schubert Avenue, from North Talman Avenue to North Washtenaw Avenue -- westerly;
North Springfield Avenue	From West Byron Street to West Irving Park Road -- northerly;
First east-west alley	North of West 47th Street, from South Sacramento Avenue to South Albany Avenue -- westerly.

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

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed March 21, 1990, Council Journal of Proceedings page 13464, which reads:

"South Ada Street, from West 113th Place to West 117th Street"

by striking:

"West 117th Street"

and inserting in lieu thereof:

"West 115th Street; and South Ada Street, from West 116th Street to West 117th Street -- southerly (90-1459)".

SECTION 2. Amend ordinance dated September 15, 1976, Council Journal of Proceedings page 3693, which reads:

"West Fletcher Street, from North Clark Street to the first alley -- westerly"

by striking the above and inserting in lieu thereof:

"West Fletcher Street, from North Clark Street to North Sheffield Avenue -- westerly (90-1882)".

SECTION 3. Amend ordinance passed September 12, 1990, Council Journal of Proceedings pages 21047 -- 21048 related to North Nordica Avenue, from West Foster Avenue to West Gunnison Street, by inserting:

"From West Foster Avenue to the first alley north of West Gunnison Street -- southerly (91-0109)".

SECTION 4. Amend ordinance passed February 26, 1986, Council Journal of Proceedings page 28163, which reads:

"South Winchester Avenue, from West 55th Street to West 59th Street -- single direction -- southerly"

by striking:

"West 59th Street"

and inserting in lieu thereof:

"first alley north of West 59th Street (91-0026)".

SECTION 5. Amend ordinance passed September 22, 1988, Council Journal of Proceedings page 17805, which reads:

"South Winchester Avenue, from West 59th Street to West 74th Street -- single direction -- southerly"

by striking the above and inserting in lieu thereof:

"South Winchester Avenue, from West 59th Street to the first alley north of West 69th Street; and South Winchester Avenue, from West 69th Street to West 74th Street -- southerly (91-0027)".

SECTION 6. This ordinance shall take effect and be in force from and after its passage and publication.

REPEAL OF PARKING METERS ON PORTION OF NORTH KEDZIE AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 31, 1990) a proposed ordinance to repeal parking meters on a portion of North Kedzie Avenue, begs leave to recommend 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Repeal of parking meters at 2544 through 2554 North Kedzie Avenue (90-1077).

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

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (April 25, May 16, June 27, July 12, 31, September 12, October 3, 31, November 7, 14, 28, 29, December 5, 12, 19, 1990, January 11, February 6 and March 15, 1991) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Section 64 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way in the area indicated:

Public Way	Area
South Dorchester Avenue (West side)	From a point 141 feet south of East 48th Street property line, to a point 25 feet south thereof (90-1046).

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

Prohibition Of Parking At All Times.
(Except For Handicapped)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
South Avalon Avenue	At 7921 -- Handicapped Permit 5267;
West Belden Avenue	At 631 -- Handicapped Permit 5280;

Public Way	Area
West Belden Avenue	At 2425 -- Handicapped Permit 5262;
North Bernard Street	At 4303 -- Handicapped Permit 5137;
South Blackstone Avenue	At 9140 -- Handicapped Permit 5451;
South Calumet Avenue	At 8821 -- Handicapped Permit 4985;
South Central Park Avenue	At 2525 -- Handicapped Permit 5106;
West Dakin Street	At 5400 -- Handicapped Permit 5478;
South Dobson Avenue	At 7936 -- Handicapped Permit 5257;
North Drake Avenue	At 4054 -- Handicapped Permit 5135;
West Drummond Place	At 3436 -- Handicapped Permit 5239;
South East End Avenue	At 7817 -- Handicapped Permit 5072;
South Fairfield Avenue	At 5531 -- Handicapped Permit 5092;
West Fletcher Street	At 5031 -- Handicapped Permit 5125;
West Granville Avenue	At 1236 -- Handicapped Permit 5153;
South Green Street	At 8432 -- Handicapped Permit 5100;
South Greenwood Avenue	At 7915 -- Handicapped Permit 5452;

Public Way	Area
North Hoyne Avenue	At 3414 -- Handicapped Permit 5152;
West Iowa Street	At 1833 -- Handicapped Permit 5307;
North Keating Avenue	At 2932 -- Handicapped Permit 5124;
North Kedvale Avenue	At 2037 -- Handicapped Permit 5133;
South Kedvale Avenue	At 4724 -- Handicapped Permit 5418;
South Keeler Avenue	At 5641 -- Handicapped Permit 5268;
North Kenneth Avenue	At 3336 -- Handicapped Permit 5138;
South Kenneth Avenue	At 5940 -- Handicapped Permit 5091;
South Kolin Avenue	At 1217 -- Handicapped Permit 5156;
South Kolmar Avenue	At 5630 -- Handicapped Permit 5088;
South Kostner Avenue	At 5343 -- Handicapped Permit 5303;
South Laporte Avenue	At 4523 -- Handicapped Permit 5170;
North Lawler Avenue	At 547 -- Handicapped Permit 5145;
North Lawler Avenue	At 1409 -- Handicapped Permit 5279;
South Leavitt Street	At 3634 -- Handicapped Permit 5351;

Public Way	Area
North Lotus Avenue	At 1623 -- Handicapped Permit 5126;
North Maplewood Avenue	At 2745 -- Handicapped Permit 5240;
South Mason Avenue	At 5311 -- Handicapped Permit 5419;
North McVicker Avenue	At 4133 -- Handicapped Permit 5313;
North McVicker Avenue	At 5316 -- Handicapped Permit 5201;
North Meade Avenue	At 2162 -- Handicapped Permit 5141;
South Meade Avenue	At 5335 -- Handicapped Permit 5458;
South Menard Avenue	At 6238 -- Handicapped Permit 5292;
West Montrose Avenue	At 6053 -- Handicapped Permit 5249;
North Natoma Avenue	At 3006 -- Handicapped Permit 5140;
West Nelson Street	At 4036 -- Handicapped Permit 5139;
West Newport Avenue	At 4919 -- Handicapped Permit 5147;
South Parnell Avenue	At 9615 -- Handicapped Permit 5101;
West Patterson Avenue	At 6124 -- Handicapped Permit 5314;
West Pensacola Avenue	At 5718 -- Handicapped Permit 5248;

Public Way	Area
South Peoria Street	At 6914 -- Handicapped Permit 5096;
West Pershing Road	At 3522 -- Handicapped Permit 5350;
South Ridgeland Avenue	At 7643 -- Handicapped Permit 5346;
West Rosement Avenue	At 2309 -- Handicapped Permit 5159;
North Rutherford Avenue	At 1807 -- Handicapped Permit 5144;
South St. Lawrence Avenue	At 4332 -- Handicapped Permit 5067;
South Sawyer Avenue	At 2509 -- Handicapped Permit 5181;
North Seeley Avenue	At 4846 -- Handicapped Permit 5151;
South Spaulding Avenue	At 1511 -- Handicapped Permit 5121;
South Spaulding Avenue	At 5655 -- Handicapped Permit 5089;
North Stave Avenue	At 2126 -- Handicapped Permit 5191;
North Tripp Avenue	At 4811 -- Handicapped Permit 5199;
South Troy Street	At 4519 -- Handicapped Permit 5290;
South Union Avenue	At 3008 -- Handicapped Permit 5169;
South Union Avenue	At 6951 -- Handicapped Permit 5098;

Public Way	Area
West Wallen Avenue	At 1701 -- Handicapped Permit 5154;
West Waveland Avenue	At 5239 -- Handicapped Permit 5146;
North Whipple Street	At 6736 -- Handicapped Permit 5318;
South Winchester Avenue	At 3632 -- Handicapped Permit 5289;
North Wood Street	At 1531 -- Handicapped Permit 5130;
South Woodlawn Avenue	At 9743 -- Handicapped Permit 5266;
West 23rd Street	At 2702 -- Handicapped Permit 5123;
West 33rd Street	At 1634 -- Handicapped Permit 5078;
West 39th Street	At 3524 -- Handicapped Permit 5349;
West 46th Place	At 2501 -- Handicapped Permit 5288;
West 59th Place	At 3310 -- handicapped permit;
West 71st Street	At 3419 -- Handicapped Permit 5291.

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed March 9, 1983, Council Journal of Proceedings page 16375, which reads:

"Cottage Grove Avenue, from East 112th Street to East 113th Street"

by striking:

"East 113th Street"

and inserting in lieu thereof:

"East 114th Street -- parking prohibited at all times -- trucks only (90-1805)".

SECTION 2. Repeal handicapped parking at all times at 5440 South Nordica Avenue, which passed April 20, 1988, Council Journal of Proceedings pages 12423 and 12427 (90-536).

SECTION 3. Amend ordinance passed July 28, 1961, Council Journal of Proceedings page 5361, which reads:

"South State Street (east side) from East 79th Street to a point 520 feet south thereof"

by striking:

"520 feet south thereof"

and inserting in lieu thereof:

"203 feet south thereof -- parking prohibited at all times (90-1611)".

SECTION 4. Repeal ordinance passed February 7, 1990, Council Journal of Proceedings page 11549, which reads:

"East 96th Street (both sides) from South Indiana Avenue to South Michigan Avenue -- parking prohibited at all times (91-0104)".

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
West Ainslie Street (South side)	From a point 70 feet west of North Kimball Avenue, to a point 50 feet west thereof -- no parking on school days -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (91-0123);
North Harlem Avenue (East side)	Between West Farragut Avenue and West Berwyn Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (91-0118);
West 91st Street (Both sides)	From South Paulina Street to South Beverly Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (91-0117);
East 105th Place (South side)	From South Cottage Grove Avenue to South Langley Avenue -- no parking on school days -- 8:00 A.M. to 4:30 P.M. (90-1808).

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

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Amend ordinance passed June 24, 1971, Council Journal of Proceedings page 635, which reads:

"West Carmen Avenue (both sides) from North Lotus Avenue to North Lockwood Avenue"

by striking:

"North Lockwood Avenue"

and inserting:

"North Long Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (91-0119)".

SECTION 2. Repeal ordinance passed April 11, 1956, Council Journal of Proceedings page 2481, which reads:

"North Harlem Avenue (east side) from West Wabansia Avenue to West Medill Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Saturday (91-0033)".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
North Ashland Avenue (West side)	From a point 100 feet south of West Waveland Avenue, to a point 50 feet south thereof -- thirty minutes -- Monday through Saturday -- 11:00 A.M. to 10:00 P.M. (91-0021);
South South Chicago Avenue (East side)	From a point 20 feet south of South Merrill Avenue, to a point 55 feet south thereof -- one hour -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (91-0240);
North Kimball Avenue (West side)	From West Ainslie Street to a point 115 feet south thereof -- one hour -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (91-0122);
South Paulina Street (East side)	From a point 30 feet south of West Jackson Boulevard, to a point 90 feet south thereof -- fifteen minutes -- at all times (91-0120);
West 61st Street (North side)	From South Pulaski Road to the first alley west thereof -- one-hour -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday (public benefit) (91-0034);
East 79th Street (North side)	From South Wabash Avenue to the first alley west thereof -- thirty minutes --- 6:00 A.M. to 6:30 P.M. -- Monday through Friday (90-1897).

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

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. That an ordinance passed December 8, 1982, on page 13964 of the Journal of Proceedings of said date, which reads:

"West Ainslie Street (south side) from North Kimball Avenue to the first alley west thereof"

be amended by striking:

"the first alley west"

and inserting in lieu thereof:

"70 feet west thereof -- thirty-minute parking -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (91-0121)".

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

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential parking, for the following locations:

Street	Limits
West Argyle Street (Both sides)	In the 5100 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
South Claremont Avenue (Both sides)	From West 62nd Street to first alley north of West 63rd Street -- Zone 282 -- at all times;
South Cornell Avenue	In the 7800 block -- at all times;
West Grace Street (North side)	From 5200 to 5252 -- Zone 330 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
North Knox Avenue	From 2200 to 2258 -- Zone 325 -- at all times;
North Newcastle Avenue (Both sides)	In the 4800 block -- at all times;
North Troy Street	In the 3000 block -- at all times;
West 22nd Place (Both sides)	From South Wolcott Avenue to South Wood Street -- extension to Zone 109 -- at all times;
East 89th Street	From South Chappel Avenue east to alley (south side only) -- at all times.

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend ordinance passed November 29, 1989, printed on pages 8313 -- 8316 of the Journal of Proceedings which reads:

"related to North Normandy Avenue (west side), from 2700 north to 2752"

by striking:

"at all times"

and inserting in lieu thereof:

"8:00 A.M. to 6:00 P.M. (90-1820)".

SECTION 2. Repeal Residential Permit Parking Zone 31 from South Wolcott Avenue to the first alley west on West 38th Street (south side only) (90-940).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drive/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, a portion of the below named street is hereby designated as service drive/diagonal parking, for the following location:

Street	Limits
North Harding Avenue (West side)	From West Fullerton Avenue to the first alley north thereof -- service drive/diagonal parking (91-0138).

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

ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF NORTH FOREST GLEN AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 6, 1991) a proposed ordinance to establish a speed limitation on portion of North Forest Glen Avenue, begs leave to recommend 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Street	Limits And Speed
North Forest Glen Avenue	Between North Elston Avenue and the bridge at Las Casas Avenue (91-0128).

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

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (December 19, 1990) proposed ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave to recommend 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as a traffic lane tow-away zones and that between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said routes:

Public Way	Limits And Times
South Menard Avenue (West side)	From a point 5 feet south of West Arthington Street, to a point 210 feet south thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (90-1872);

Public Way	Limits And Times
North Pine Grove Avenue (West side)	From a point 65 feet north of West Diversey Parkway, to a point 25 feet north thereof -- at all times (90-1863).

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

AUTHORIZATION FOR ERECTION AND AMENDMENT OF TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (June 27, July 31, September 12, October 3, 31, November 7, 28, December 5, 19, 1990, January 11 and February 6, 1991) proposed orders to erect and amend traffic warning signs and traffic control signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and orders 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Public Works be and he is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type Of Sign
South Aberdeen Street and West 88th Street	"All-Way Stop" signs (90-1515);
South Avenue J and East 108th Street	"All-Way Stop" signs (91-0071);
South Bennett Avenue and East 88th Street	"All-Way Stop" signs (91-0140);
South Buffalo Avenue and East 90th Street	"All-Way Stop" signs (91-0070);
North Campbell Avenue and West Walton Street	"All-Way Stop" signs (90-1899);
North Clifton Avenue and West Webster Avenue	"All-Way Stop" signs (91-0077);

Street	Type Of Sign
North Damen Avenue and West School Street	"All-Way Stop" signs (91-0078);
Stopping South Eggleston Avenue for West 114th Street	"Stop" signs (91-0006);
For north and southbound traffic on South Exchange Avenue at the intersection of East 72nd Street	"Stop" signs (90-1719);
South Franklin Street and West Huron Street	"All-Way Stop" signs (91-0202);
South Houston Avenue and East 131st Street	"All-Way Stop" signs (91-0069);
Stopping South Kedvale Avenue for West 25th Place	"One-Way Stop" sign (90-1835);
North Keystone Avenue and West Palmer Street	"All-Way Stop" signs (91-0060);
North Lamon Avenue and West George Street	"All-Way Stop" signs (90-1168);
North Lamon Avenue and West Nelson Avenue	"All-Way Stop" signs (91-0005);
Stopping North Lamon Avenue for West Wolfram Street	"One-Way Stop" sign (91-0004);
South Laporte Avenue and West 44th Street	"All-Way Stop" signs (90-784);
North Leavitt Street and West Lyndale Avenue	"All-Way Stop" signs (91-0061);
North Leclaire Avenue and West Nelson Street	"All-Way Stop" signs (91-0003);
North Magnolia Avenue and West Rosemont Avenue	"All-Way Stop" signs;

Street	Type Of Sign
South Maplewood Avenue and West 64th Street	"All-Way Stop" signs (91-0055);
Stopping North Marmora Avenue for West Henderson Street	"Two-Way Stop" signs (91-0065);
North Monitor Avenue and West Wabansia Avenue	"All-Way Stop" signs (91-0059);
Stopping South Mozart Avenue for West 46th Street	"Stop" signs (90-1321);
North Newcastle Avenue and West Altgeld Street	"All-Way Stop" signs (91-0062);
North Newcastle Avenue and West School Street	"All-Way Stop" signs (91-0075);
Stopping South Oglesby Avenue for East 72nd Street	"Stop" signs (91-0048);
North Oleander Avenue and West Barry Avenue	"All-Way Stop" signs (91-0063);
North Oriole Avenue and West Peterson Avenue	"All-Way Stop" signs (91-0190);
North Oriole Avenue and West Thorndale Avenue	"All-Way Stop" signs (91-0194);
North Overhill Avenue and West Rascher Avenue	"All-Way Stop" signs (91-0201);
Stopping South Peoria Street for West 104th Street	"Two-Way Stop" signs (90-1842);
South Richmond Street and West 54th Street	"All-Way Stop" signs (91-0054);
North Rutherford Avenue and West George Street	"All-Way Stop" signs (91-0074);
North St. Louis Avenue and West Leland Avenue	"All-Way Stop" signs (91-0187);

Street	Type Of Sign
Stopping South Short Street for South Hillock Avenue	"Two-Way Stop" signs (91-0051);
Stopping South Stewart Avenue for West 114th Street	"Stop" signs (91-0007);
South Troy Street and West 57th Street	"All-Way Stop" signs (91-0052);
Stopping South Trumbull Avenue (southbound) for West 23rd Street (westbound)	"Stop" signs (90-1644);
West Van Buren Street and South Kildare Avenue	"All-Way Stop" signs (91-0058);
West Wellington Avenue and North Oak Park Avenue	"All-Way Stop" signs (91-1179);
Stopping South Yale Avenue for West 117th Street	"Stop" signs (90-1732);
Stopping westbound West 29th Street only and stopping South Normal Avenue for West 29th Street	"Stop" signs (91-0002);
Stopping West 43rd Street for South Lamon Avenue	"Stop" signs (90-995);
Stopping West 43rd Street for South Keating Avenue	"Stop" signs (90-1120);
Stopping West 44th Street for South Knox Avenue	"Stop" signs (90-1119);
Stopping West 44th Street for South Lamon Avenue	"Two-Way Stop" signs (90-785);
Stopping West 45th Street for South Kilpatrick Avenue	"Two-Way Stop" signs (90-1172);
Stopping West 45th Street for South Sawyer Avenue	"Stop" signs (91-0011);

Street	Type Of Sign
West 60th Street and South Central Park Avenue (west of tracks)	"All-Way Stop" signs (90-1726);
Stopping West 64th Street for South Meade Avenue	"Stop" signs (90-1738);
Stopping West 91st Street for South Justine Street	"Two-Way Stop" signs (91-0010);
Stopping West 94th Street for South Union Avenue	"Stop" signs (90-1794);
Stopping East 116th Street for South Prairie Avenue	"Two-Way Stop" signs (91-0050);

Amendment Of Traffic Warning Signs.

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

SECTION 1. That an ordinance heretofore passed by the City Council establishing "Stop" signs in the directions specified below on public ways between the limits indicated, be and the same is hereby amended by striking therefrom the following:

East 85th Street and South Langley Avenue (east and westbound)	"Stop" signs;

and inserting in lieu thereof:

East 83rd Street and South Langley Avenue (east and westbound)	"Stop" signs (90-1826).

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

Erection Of Traffic Closure Signs.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to close to traffic signs at the following locations:

Street	Limits
South Langley Avenue	From East 90th Place to East 91st Street, close on school days from 7:50 A.M. to 8:10 A.M. and 2:05 P.M. to 2:25 P.M. providing all provisions of Section 9-12-040 are fully complied with (90-1434);
West 53rd Street	From South Sawyer Avenue (3243 west) to South Spaulding Avenue (3300 west) close on school days from 2:15 P.M. to 2:45 P.M. (90-1069).

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

Installation Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to install the following signs at the below listed locations:

Public Way	Type Of Sign
Ashland Avenue to Throop Street and the south line of the Eisenhower Expressway to Monroe Street (was omitted from the February 6, 1991 Council Journal)	"Peddlers Are Prohibited From Operating" signs;
Alley bounded by North Kimball Avenue, North Bernard Avenue, West Ainslie Street and West Argyle Street (was omitted from the February 6, 1991 Council Journal)	"Caution -- Children Playing" signs;
South St. Lawrence Avenue and East 79th Street (southwest and northeast corners)	"No Loitering" signs (90-1778);
On East 31st Street, between South Dr. Martin Luther King, Jr. Drive and South Lake Shore Drive	"No Motorcycles Or Motor Driven Cycle Shall Be Driven From 11:30 P.M. To 6:00 A.M." signs;
On East 75th Street, from South Langley Avenue to South Cottage Grove Avenue (both sides)	"No Loitering" signs (90-1814);
West 95th Street, at South Oakley Avenue for westbound traffic (was omitted from the February 6, 1991 Council Journal)	"U-Turn Permitted" signs.

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

ESTABLISHMENT OF WEIGHT LIMITATIONS ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (February 6, 1991) proposed ordinances to establish the allowable weight limit of trucks and commercial vehicles on portions of designated streets, begs leave to recommend 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.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 72, Section 030 of the Municipal Code of the City of Chicago, limits of the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limits And Maximum Load
West Carmen Avenue	From North Kimberly Avenue to North Kolmar Avenue -- 5-tons (91-0112);
North Lemont Avenue	From West Devon Avenue to West Rosemont Avenue -- 5-tons (91-0111).

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

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Laurino moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred to your committee (December 9, 1987, September 22, 1988, March 21, June 27, September 12, 31, October 3, 31, November 7, 14, 28, December 5, 19, 1990, January 11, February 6 and March 15, 1991) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

West Byron Street	At 5012;
South Christiana Avenue	At 7934;
North Fremont Street	At 2133;
East Hyde Park Boulevard	At 1016 (90-1543);
North Linder Avenue	At 4759;
South Massasoit Avenue	At 6130;
North Monticello Avenue	At 408 -- 412;
South State Street	At 11821;
West Wilson Avenue	At 5532 (90-0204);
West 23rd Place	At 2728;
West 35th Street	At 2124;
East 54th Street	At 1019 (90-1698);

East 55th Place	At 1400 (90-1764);
East 55th Place	At 1450 (90-1763);
West 110th Place	At 1133.

Parking Prohibited During Specified Hours:

South Wood Street	From West 104th Street to West 104th Place -- 8:00 A.M. to 10:00 A.M. (90-1774);
East 85th Street (North side)	From South St. Lawrence Avenue to South Langley Avenue -- 8:00 A.M. to 4:00 P.M. (90-1807).

Loading Zones:

South Ashland Avenue	At 2023 -- 9:00 A.M. to 12:00 Noon and 4:00 P.M. to 7:00 P.M. -- Monday through Saturday;
South Blackstone Avenue	At 5313 (90-1900);
North California Avenue	At 2216 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (90-1893);
North Halsted Street	At 2911 -- at all times (90-1021);
West Howard Avenue	At 1529 -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday (90-1769);
West Lawrence Avenue	At 4316 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (91-0086);
South Dr. Martin Luther King, Jr. Drive	At the end of the bus stop to the front door of the church at 7956 -- 10:00 A.M. to 6:00 P.M. -- Sundays only (90-1572);
North Rockwell Street	At 1554 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (90-1206);

South Sacramento Avenue	At 6311 -- at all times (90-1219);
East 56th Street (North side)	From a point 20 feet west of Hyde Park Boulevard, to a point 25 feet west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (91-0247);
West 63rd Street	At 3206 -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (9-090).

Weight Limitations:

South Avalon Avenue	At 9500 -- 9900 (east/west and north/south) -- 5 tons (90-1759);
South Dobson Avenue	At 9500 -- 9900 (east/west and north/south) -- 5 tons (90-1757);
South Greenwood Avenue	At 9500 -- 9900 (east/west and north/south) -- 5 tons (90-1755);
South University Avenue	At 9500 -- 9900 (east/west and north/south) -- 5 tons (90-1758);
South Woodlawn Avenue	At 9500 -- 9900 (east/west and north/south) -- 5 tons (90-1759).

Speed Limitations:

South Homan Avenue	From West 107th Street to West 111th Street -- 20 miles per hour (90-1634);
South Jeffery Boulevard	From East 87th Street to East 90th Street -- 70 miles per hour (91-0293).

Residential Parking Signs:

North Dearborn Street (West side)	Between West Walton Street and West Oak Street -- 7:30 A.M. to 4:00 P.M. -- all school days (90-377).

Single Direction Signs:

North Central Park Avenue	Between West Carmen Avenue and West Foster Avenue -- northerly;
West 25th Place	From South Lowe Avenue to South Wallace Street -- easterly (90-0108).

Miscellaneous Signs:

The entrance of north/south alley between	South Avenue L and South Avenue M, on East 99th Street -- "No Outlet -- Do Not Enter" signs (91-0129);
West Pershing Road (eastbound)	At South St. Louis Avenue on northwest/southwest corners -- "No Outlet" (90-1288);
West 38th Place	At South St. Louis Avenue on northwest/southwest corners -- "No Outlet" (90-1287);
South Walden Parkway	At West 103rd Street and West 104th Street -- "Deaf Children Crossing" signs (90-1280);
East 43rd Street	At 1163 -- "No Public Consumption Of Liquor" signs (90-848);
West Fletcher Avenue (alley located)	At 4800 -- "Curb Your Dog" sign (91-0270);
East 55th Place	At 1450 -- "Merge" sign (90-1780).

Slow -- School Crossing Signs:

South Lamon Avenue	At 4340 and 4410 South Laporte Avenue (90-843);

West Monroe Street (Both sides)	At 3100 block (91-0038);
North Sawyer Avenue	At 620 (91-0124);
West Van Buren Street	At 1900 (91-0126);
West Wolfram Street	At 4825 (90-1631);
East 55th Street	And West Woodlawn Avenue (91-0295);
West 102nd Place	At 1518 (90-1438).

Traffic Lane Tow-Away Zone Signs:

North Franklin Street (West side)	From West Couch Place to West Lake Street -- at all times (91-0217);
West Lake Street (South side)	From North Franklin Street to North Wacker Drive -- at all times (91-0219);
East Wacker Place (South side)	From North Wabash Avenue to North Michigan Avenue -- 9:00 A.M. to 1:00 P.M. -- Monday through Saturday (91-0096).

Traffic Warning Signs:

(January 11, 1991) "Three-Way Stop" signs -- West Ardmore Avenue and North Jersey Avenue (91-0012);

(February 6, 1991) "No Turn On Red -- 7:00 A.M. to 7:00 P.M." signs -- northwest/southeast corners of North Austin Avenue and West Foster Avenue (91-0113);

(February 6, 1991) "Four-Way Stop" signs -- West Belden Avenue and North Central Park Avenue (91-0073);

(February 6, 1991) "Stop" sign -- South Bennett Avenue, stopping northbound traffic at East 87th Street (91-0049);

(October 31, 1990) "Stop" signs -- north/southbound traffic on South Beverly Avenue at West 97th Street (90-1485);

(February 6, 1991) "Stop" signs -- east/westbound traffic on West Bryn Mawr Avenue at North McVicker Avenue (91-0067);

(February 6, 1991) "Stop" sign -- West Bryn Mawr Avenue at North Spaulding Avenue (91-0066);

(September 12, 1990) "No Right Turn" signals -- South Cottage Grove Avenue at East 50th Place (90-1296);

(December 19, 1990) "Stop" signs -- east/westbound traffic on West Diversey Parkway at North Lakewood Avenue (90-1845);

(December 19, 1990) "Stop" sign -- South Dorchester Avenue at East 55th Street on the northwest corner (90-1825);

(October 3, 1990) "Stop" sign -- South Hamlin Avenue at West 53rd Street (90-1335);

(February 6, 1991) "Four-Way Stop" signs -- North Hiawatha Avenue and North Leoti Avenue (91-0076);

(November 7, 1990) "Stop" signs -- east/westbound traffic on East Hyde Park Boulevard at South Blackstone Avenue (90-1647);

(March 15, 1991) "Stop" signs -- east/westbound traffic on West Lake Street at North Mayfield Avenue (90-0157);

(November 14, 1990) "Stop" sign -- South Lamon Avenue at West 49th Street (90-1681);

(July 31, 1990) "Two-Way Stop" signs -- South Dr. Martin Luther King, Jr. Drive at East 30th Street stopping north/southbound traffic (90-983);

(September 12, 1990) "Stop" signs -- north/southbound traffic on South Nordica Avenue at West 52nd Street (90-1316);

(March 15, 1991) "Four-Way Stop" signs -- North Oriole Avenue and West Clarence Avenue (91-0191);

(October 3, 1990) "Stop" sign -- "T" alley bounded by South Peoria Street, South Green Street, West 94th Street and West 95th Street (90-1333);

(October 31, 1990) "Stop" sign -- South Perry Avenue and West 96th Street (90-1494);

(February 6, 1991) "Four-Way Stop" signs -- West Pratt Avenue and North Campbell Avenue (91-0079);

(January 11, 1991) "Stop" signs -- east/westbound traffic on West Pratt Boulevard at North Francisco Avenue (91-0009);

(February 6, 1991) "No Turn On Red -- 7:00 A.M. to 7:00 P.M." signs -- West Pratt Avenue and North Kedzie Avenue (90-0114);

(February 6, 1991) "Stop" sign -- North Rutherford Avenue at West George Street (91-0064);

(October 31, 1990) "Stop" signs -- north/southbound traffic on South State Street at 120th Street (90-1475);

(December 5, 1990) "Stop" signs -- north/southbound traffic on South State Street at east/west 120th Street (90-1783);

(February 6, 1991) "Stop" sign -- South Vernon Avenue at East 70th Street (91-0056);

(October 31, 1990) "Stop" signs -- north/southbound traffic on South Vincennes Avenue at West 85th Street (90-1493);

(December 19, 1990) "All-Way Stop" signs -- West Wabansia Avenue and North Damen Avenue (90-1851);

(December 19, 1990) "All-Way Stop" signs -- West Wrightwood Avenue and North Burling Street (90-1855);

(July 31, 1990) "No Left Turn" sign -- 31st and South Trumbull Avenue (90-1004);

(October 31, 1990) "Stop" sign -- West 38th Street at South Damen Avenue (90-1481);

(September 12, 1990) "No Right Turn" sign -- northwest corner of East 50th Place at South Cottage Grove Avenue to control traffic going south on South Cottage Grove Avenue (90-1297);

(October 3, 1990) "Stop" sign -- West 51st Street at South Menard Avenue (90-1336);

(October 31, 1990) "All-Way Stop" signs -- West 53rd Street and South Menard Avenue (90-1518);

(October 3, 1990) "Three-Way Stop" signs -- West 54th Street and South Avers Avenue (90-1369);

(September 12, 1990) "Four-Way Stop" signs -- West 54th Street and South Kedvale Avenue (90-1315);

(November 14, 1990) "Stop" signs -- east/westbound traffic on West 54th Street at North Latrobe Avenue (90-1680);

(October 31, 1990) "Stop" sign -- westbound traffic on East 55th Street at South Blackstone Avenue (90-1469);

(October 31, 1990) "Stop" sign -- westbound traffic on East 55th Street at South Dorchester Avenue (90-1468);

(September 12, 1990) "Four-Way Stop" signs -- West 64th Street and South Meade Avenue (90-1167);

(October 31, 1990) "Stop" signs -- east/westbound traffic on East 83rd Street at South Escanaba Avenue (90-1472);

(October 31, 1990) "Stop" signs -- east/westbound traffic on East 83rd Street at South Houston Avenue (90-1471);

(November 28, 1990) "Stop" signs -- east/westbound traffic on East 83rd Street at South Michigan Avenue (90-1721);

(November 14, 1990) "Three-Way Stop" signs -- East 87th Street and South Clyde Avenue (90-1686);

(October 31, 1990) "Three-Way Stop" signs -- West 99th Street for east/westbound traffic and South Throop Street for southbound traffic (90-1514);

(November 28, 1990) "Two-Way Stop" signs -- east/westbound traffic at West 107th Street and South St. Louis Avenue (90-1728).

Amend Parking Prohibited At All Times:

Amend ordinance to move 1901 West Grand Avenue to 100 feet up -- bus stop (91-0125).

Amend Parking Prohibited -- Traffic Lane Tow-Away Zone:

Removal of 103rd and Vincennes Avenue to 103rd and Cottage Grove Avenue -- 3:00 A.M. to 7:00 A.M. from December 1, 1990 through April 1, 1991 (90-1082).

Removing Enforcement Duties To Non-Police Officer Employees:

Formation of a panel to investigate feasibility of removing the enforcement duties for vehicle parking violations encompassed in Title 9 of the Code on evening and night shifts to non-police officer employees.

Permanent Street Sweeping Signs On Residential Streets:

Permanent street sweeping signs on residential streets and also for Chicago police to stop issuing parking citations for street sweeping where temporary signs are posted.

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

ESTABLISHMENT OF TAXICAB STAND NUMBER 609 ON PORTION OF SOUTH WACKER DRIVE. (UPPER LEVEL)

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 22, 1991.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred December 5, 1990) to establish Taxicab Stand No. 609 on South Wacker Drive (upper level) along the west curb, from a point 20 feet south of the building line of West Jackson Boulevard, to a point 50 feet south thereof, 2 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which was transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 609	On South Wacker Drive (upper level) along the west curb, from a point 20 feet south of the building line of West Jackson Boulevard, to a point 50 feet south thereof, 2 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be be punished by a fine of not more than Two Hundred Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

ESTABLISHMENT OF TAXICAB STAND NUMBER 610 ON PORTION OF EAST HURON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 22, 1991.

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 December 5, 1990) to establish Taxicab Stand No. 610 on East Huron Street, along the north curb, from a point 20 feet west of the west building line of North Michigan Avenue, to a point 60 feet west thereof, 3 vehicles, begs leave to recommend that Your

Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand to be known by the designated number, for the number of vehicles stated, at the following location:

Stand No. 610	On East Huron Street, along the north curb, from a point 20 feet west of the west building line of North Michigan Avenue, to a point 60 feet west thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said

taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 599 ON PORTION OF EAST HURON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 22, 1991.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred January 11, 1991) to amend Taxicab Stand No. 599 on East Huron Street, along the south curb, from a point 20 feet west of the west building line of North Michigan Avenue, to a point 100 feet west thereof, 5 vehicles, to read: On East Huron Street, along the south curb, from a point 35 feet west of the west building line of North Michigan Avenue, to a point 40 feet west thereof, 2 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on June 27, 1990, pages 17761 -- 17762 of the Journal of Proceedings establishing the following taxicab stand:

Stand No. 599	On East Huron Street, along the south curb, from a point 20 feet west of the west building line of North Michigan Avenue, to a point 100 feet west thereof, 5 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"from a point 20 feet west of the west building line of North Michigan Avenue, to a point 100 feet west thereof, 5 vehicles"

and inserting in lieu thereof the following language:

"from a point 35 feet west of the west building line of North Michigan Avenue, to a point 40 feet west thereof, 2 vehicles".

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

ERECTION OF BUS PASSENGER SHELTER ON PORTION OF NORTH PULASKI ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 22, 1991.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed order to install a bus passenger shelter at 5000 North Pulaski Road, begs leave to recommend that Your Honorable Body *Pass* the said proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City of Chicago is hereby authorized and directed to erect a bus shelter at 5000 North Pulaski Road.

CHICAGO TRANSIT AUTHORITY REQUESTED TO ERECT BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 22, 1991.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration nine (9) proposed orders (which were referred on December 5, 19, 1990, January 11, February 6 and April 22, 1991), to install bus passenger shelters at various locations, begs leave to recommend that Your Honorable Body *Pass* the said proposed orders which are transmitted herewith.

These recommendations were concurred in unanimously by members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being part of the order):

South Blue Island Avenue At West 18th Street.

Ordered, That the City Council 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 on the northwest corner of South Blue Island Avenue at the intersection of West 18th Street.

2775 North Lake Shore Drive.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter at approximately 2775 North Lake Shore Drive (west).

South Loomis Street And South Blue Island Avenue.

Ordered, That the City Council 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

on the southeast corner of South Loomis Street and South Blue Island Avenue.

South Michigan Avenue At East 14th Street.

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 bus passenger shelters for north and southbound passengers on South Michigan Avenue at the intersection of East 14th Street.

West Touhy Avenue And North Albany Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northeast corner of West Touhy Avenue and North Albany Avenue.

3616 South Wentworth Avenue.

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, southbound, in front of 3616 South Wentworth Avenue.

7500 Block Of North Western Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus

passenger shelter either directly on C.T.A. turnabout property and/or public right-of-way east side of North Western Avenue directly across from the Howard/Western Shopping Center (7500 block North Western Avenue).

West 18th Street At South Blue Island Avenue.

Ordered, That the City Council 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 on the northeast corner of West 18th Street at the intersection of South Blue Island Avenue (for westbound traffic).

West 47th Street And South Racine Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on West 47th Street and South Racine Avenue, northeast corner, for westbound and southbound passengers.

ESTABLISHMENT OF SIGHTSEEING BUS STAND ON PORTION OF EAST FIELD PLAZA DRIVE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 22, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, having had under consideration an ordinance (which was referred December 19, 1990) to establish a sightseeing bus stand for Chicago Motor Coach Company, on East Field Plaza Drive (southside) from a point 180 feet east of South Lake

Shore Drive, to a point 200 feet east thereof, tow zone, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a sightseeing bus stand for the Chicago Motor Coach Company, 750 South Clinton Street, upon the following public way in the area indicated:

Public Way	Area
East Field Plaza Drive (South side)	From a point 180 feet east of South Lake Shore Drive, to a point 200 feet east thereof -- tow zone.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

CHICAGO TRANSIT AUTHORITY REQUESTED TO RELOCATE INFORMATION BUS SIGN TO NORTHWEST CORNER OF SOUTH PERSHING ROAD AND EAST GILES AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 22, 1991.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a resolution (which was referred on December 5, 1991) to consider the relocation of a Chicago Transit Authority information bus sign from the northeast corner of Pershing Road and Giles Avenue to the northwest corner of Pershing Road and Giles Avenue, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

This recommendation was concurred in unanimously by the members of

the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said resolution as adopted:

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

SECTION 1. That the Chicago Transit Authority is memorialized to give consideration to the relocation of a C.T.A. information bus sign as follows:

From:

Northeast corner of Pershing Road and Giles Avenue

To:

Northwest corner of Pershing Road and Giles Avenue.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 3, 1991.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* forty-five (45) proposed ordinances transmitted herewith (referred on April 12, 1991) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

ABP Midwest, Inc. (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, Inc., 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 200 West Adams Street. Said sidewalk cafe areas shall be fifty-eight (58) and twenty-nine (29) feet in length and both areas shall be eleven point five (11.5) feet, respectively, in width, for a total of one thousand and one (1,001) square feet and shall begin six (6) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation of the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 5:00 P.M.

Compensation: $1,402.00/Seating: 60.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of

Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability,

which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Adlin, Inc. (Doing Business As Mucho Gusto Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Adlin, Inc., doing business as Mucho Gusto 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 700 North Dearborn Street. Said sidewalk cafe area shall be twenty-nine (29) feet six (6) inches in length and ten (10) feet ten (10) inches in width for a total of three hundred eighteen (318) square feet and shall begin six (6) feet from the face of the curb line along North Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 11:00 P.M.

Compensation: $573.00/Seating: 24.

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 April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and

restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Berto's, Inc. (Doing Business As Berto's Pizzeria).

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

SECTION 1. Permission and authority are hereby given and granted to Berto's, Inc., doing business as Berto's Pizzeria, 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 1011 West Irving Park Road. Said sidewalk cafe area shall be fifty-three (53) feet in length and seven (7) feet nine (9) inches in width for a total of three hundred seventy-one (371) square feet and shall begin six (6) feet from the face of the building line along West Irving Park Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight.

Compensation: $300.00/Seating: 30.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein

required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Big Dog, Inc. (Doing Business As The Cactus Lounge).

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

SECTION 1. Permission and authority are hereby given and granted to Big Dog, Inc., doing business as The Cactus Lounge, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 404 South Wells Street. Said sidewalk cafe area shall be twenty-seven (27) feet in length and nine (9) feet in width, for a total of two hundred forty-three (243) square feet and shall begin six (6) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 12:00 Midnight.
Sunday, 12:00 Noon to 12:00 Midnight.

Compensation: $341.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1,

in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no

later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Borgese, Ltd. (Doing Business As The Last Act Company).

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

SECTION 1. Permission and authority are hereby given and granted to Borgese, Ltd., doing business as The Last Act Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1615 North Wells Street. Said sidewalk cafe areas shall be five point five (5.5) feet and six point five (6.5) feet, respectively, in length and both areas shall be four (4) feet, respectively, in width for a total of forty-eight (48) square feet and shall begin eight point five (8.5) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 8.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City

of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Burger King Corporation (Doing Business As Burger King).
(24 -- 26 South Michigan Avenue)

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

SECTION 1. Permission and authority are hereby given and granted to Burger King Corporation, doing business as Burger King, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 24 -- 26 South Michigan Avenue. Said sidewalk cafe area shall be forty-one (41) feet in length and sixteen (16) feet in width for a total of six hundred fifty-six (656) square feet and shall begin fourteen (14) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 9:00 P.M.
Saturday and Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: $2,546.00/Seating: 36.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Burger King Corporation (Doing Business As Burger King).
(112 South State Street)

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

SECTION 1. Permission and authority are hereby given and granted to Burger King Corporation, doing business as Burger King, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 112 South State Street. Said sidewalk cafe area shall be sixteen (16) feet in length and eight (8) feet in width for a total of one hundred twenty-eight (128) square feet and shall begin six (6) feet from the face of the corner of the subway access along South State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 9:00 P.M.
Saturday and Sunday, 9:00 A.M. to 7:00 P.M.

Compensation: $497.00/Seating: 8.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property

damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

The Chicago Egg Company, Inc. (Doing Business As The West Egg Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to The Chicago Egg Company, Inc., doing business as The West Egg Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 620 North Fairbanks Court. Said sidewalk cafe area

shall be thirty-one (31) feet in length and eleven (11) feet in width, for a total of three hundred twenty-six (326) square feet and shall begin ten (10) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 9:00 P.M.
Friday and Saturday, 8:00 P.M. to 10:00 P.M.

Compensation: $587.00/Seating: 32.

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 April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee files proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Coach House Cafe, Inc. (Doing Business As Albert's Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Coach House Cafe, Inc., doing business as Albert's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 52 West Elm Street. Said sidewalk cafe area shall be sixteen (16) feet in length and seven (7) feet in width, for a total of one hundred twelve (112) square feet and shall begin seven (7) feet from the face of the curb line along West Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is

covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Deli On Dearborn (Doing Business As Deli On Dearborn Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Deli on Dearborn, doing business as Deli on Dearborn Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 723 South Dearborn Street. Said sidewalk cafe area shall be thirty-seven (37) feet in length and eight (8) feet in width for a total of two hundred ninety-six (296) square feet and shall begin six (6) 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 Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: $415.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance

company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Delizioso, Inc. (Doing Business As Panino's).

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

SECTION. 1. Permission and authority are hereby given and granted to Delizioso, Inc., doing business as Panino's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 7 West Kinzie Street. Said sidewalk cafe area shall be thirty-three (33) feet in length and nine (9) feet six (6) inches in width, for a total of three hundred fourteen (314) square feet and shall begin eight (8) feet from the face of the curb line along West Kinzie 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 6:30 P.M.

Compensation: $565.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Fast A Food, Inc. (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, Inc., 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 area shall be fourteen (14) feet in length and nine (9) feet six (6) inches in width, for a total of one hundred thirty-four (134) square feet and shall begin seven (7) feet six (6) inches from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 8.

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 April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit

with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee files proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Forgiveness, Inc. (Doing Business As FX 1100).

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

SECTION 1. Permission and authority are hereby given and granted to Forgiveness, Inc., doing business as FX 1100, 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 1100 North State Street. Said sidewalk cafe area shall be thirty (30) feet in length and twelve (12) feet in width for a total of three hundred sixty (360) square feet and shall begin six (6) feet from the face of the curb line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $648.00/Seating: 28.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Grand And Wells Tap, Inc. (Doing Business As Grand And 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, Inc., doing business as Grand and Tap, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 531 North Wells Street. Said sidewalk cafe area shall be forty-eight (48) feet in length and nine (9) feet in width, for a total of four hundred thirty-two (432) square feet and shall begin six (6) feet eight (8) inches from the face of the building and two (2) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: $778.00/Seating: 32.

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 April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee files proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Hyatt Corporation (Doing Business As Mrs. O'Leary's River Edge Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Hyatt Corporation, doing business as Mrs. O'Leary's River Edge 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 151 East Wacker Drive. Said sidewalk cafe area shall be one hundred (100) feet in length and thirty (30) feet in width, for a total of three thousand (3,000) square feet and shall leave twelve (12) feet of clear space for pedestrian flow along the Chicago River Bank. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight.

Compensation: $11,640.00/Seating: 100.

The applicant must maintain landscaping and the surrounding improvements. Said sidewalk cafe must be built in accordance with the approved plans attached hereto as Exhibit A and made a part hereof. Upon termination of said permit, the applicant must replace and restore the property to its original condition.

The applicant will be allowed to place additional decorative umbrella tables along the grass areas east and west of the boundaries of the cafe. This is to allow for the casual stroller or anyone to be able to sit and enjoy this unique area. Said applicant will be responsible for maintaining these areas as well as the designated cafe area.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance

company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

[Exhibit "A" attached to this ordinance printed on page 924 of this Journal.]

Exhibit A

PLAN
HYATT REGENCY RIVER FRONT CAFE
HYATT REGENCY WEST
EAST WACKER DRIVE
UPPER LEVEL
MIDDLE LEVEL
LOWER LEVEL
SCULPTURE
SCULPTURE
± 650'-0"
MARK ZINNI ARCHITECTS, LTI
28 chicago ave. oak park illinois 60302 708/383-85

It's Natural, Inc. (Doing Business As It's Natural).

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

SECTION 1. Permission and authority are hereby given and granted to It's Natural, Inc., doing business as It's Natural, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 324 North Michigan Avenue. Said sidewalk cafe area shall be twelve (12) feet in length and ten (10) feet in width, for a total of one hundred twenty (120) square feet and shall begin ten (10) feet two (2) inches from the face of the curb line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 7:00 P.M.
Saturday and Sunday, 10:00 A.M. to 7:00 P.M.

Compensation: $864.00/Seating: 12.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by

the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged

to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Jake's Pup In The Ruf, Inc. (Doing Business As Jake's Pup In The Ruf).

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

SECTION 1. Permission and authority are hereby given and granted to Jake's Pup in the Ruf, Inc., doing business as Jake's Pup in the Ruf, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4401 North Sheridan Road. Said sidewalk cafe area shall be thirty (30) feet in length and ten (10) feet in width for a total of three hundred (300) square feet and shall begin nine (9) feet eight (8) inches from the face of the curb line along North Sheridan Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 9:00 P.M.

Compensation: $300.00/Seating: 25.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said

privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Mr. Jim Kontos (Doing Business As Tempo Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Jim Kontos, doing business as Tempo Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at One East Chestnut Street. Said sidewalk cafe area Number 1 shall be twenty-three (23) feet in length and fourteen (14) feet in width and area Number 2 shall be thirty-one (31) feet in length and fourteen (14) feet in width for a total of seven hundred fifty-six (756) square feet and shall begin six (6) feet from the face of the curb line along East Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $1,361.00/Seating: 71.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Las Mananitas, Inc. (Doing Business As Las Mananitas Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Las Mananitas, Inc., doing business as Las Mananitas 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 3523 North Halsted Street. Said sidewalk cafe area shall be sixty-five (65) feet in length and twelve (12) feet in width, for a total of seven hundred eighty (780) square feet and shall begin six (6) feet from the face of the curb line along West Brompton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight.

Compensation: $780.00/Seating: 34.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Le Bordeaux North, Inc. (Doing Business As Le Bordeaux).

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

SECTION 1. Permission and authority are hereby given and granted to Le Bordeaux North, Inc., doing business as Le Bordeaux, 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 900 North Franklin Street. Said sidewalk cafe area shall be thirty (30) feet in length and twelve (12) feet in width for a total of three hundred sixty (360) square feet and shall begin six (6) feet from the face of the curb line along West Locust Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 50.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Lincoln George Club Partners (Doing Business As The Elbo Room).

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln George Club Partners, doing business as The Elbo Room, 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 2871 North Lincoln Avenue. Said sidewalk cafe shall be forty-eight (48) feet in length and six (6) feet in width for a total of two hundred eighty-eight (288) square feet and shall begin six (6) feet six (6) inches 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:

Sunday through Thursday, 5:00 P.M. to 11:00 P.M.
Friday and Saturday, 5:00 P.M. to 12:00 Midnight.

Compensation: $300.00/Seating: 32.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Luciano's Food, Inc. (Doing Business As Luciano's).

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

SECTION 1. Permission and authority are hereby given and granted to Luciano's Food, Inc., doing business as Luciano'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 871 North Rush Street. Said sidewalk cafe area shall be thirty-one (31) feet in length and seven (7) feet in width, for a total of two hundred seventeen (217) square feet and shall begin nine (9) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $391.00/Seating: 20.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

The Market Gourmet Deli, Inc. (Doing Business As The Market Gourmet Deli).

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

SECTION 1. Permission and authority are hereby given and granted to The Market Gourmet Deli, Inc., doing business as The Market Gourmet 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 177 North Wells 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 eight (8) feet from the face of the curb line along West Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 5:00 P.M.

Compensation: $776.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said

removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

M. D. J. Corp. (Doing Business As Zanzibar).

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

SECTION 1. Permission and authority are hereby given and granted to M. D. J. Corp., doing business as Zanzibar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 731 North Dearborn Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and eight (8) feet in width for a total of two hundred eighty (280) square feet and shall begin eleven (11) feet from the face of the curb line along West Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $504.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Melrose Corporation (Doing Business As Melrose Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Melrose Corporation, doing business as Melrose 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 3233 North Broadway. Said sidewalk cafe area shall be sixty-six (66) feet in length and twelve (12) feet in width for a total of seven hundred ninety-two (792) square feet and shall begin six (6) feet from the face of the curb line along West Melrose Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight.

Compensation: $792.00/Seating: 45.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is

covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Melrose Restaurant West, Inc. (Doing Business As Melrose Restaurant West).

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

SECTION 1. Permission and authority are hereby given and granted to Melrose Restaurant West, Inc., doing business as Melrose Restaurant West, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 930 West Belmont Avenue. Said sidewalk cafe area shall be one hundred ten (110) feet in length and five (5) feet in width, for a total of five hundred fifty (550) square feet and shall begin six (6) feet from the face of the building line and is six (6) feet from the face of the curb line along North Wilton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 8:00 A.M. to 11:00 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight.

Compensation: $550.00/Seating: 44.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and

other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Meta-Mobile, Inc. (Doing Business As Green Street Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Meta-Mobile, Inc., doing business as Green Street Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 333 South Green Street. Said sidewalk cafe area shall be fifty-one (51) feet in length and seven (7) feet in width for a total of three hundred fifty-seven (357) square feet and shall begin eight (8) feet from the face of the curb line along South Green Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 12:00 Midnight.
Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: $300.00/Seating: 28.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Mexican Fiesta, Inc. (Doing Business As Papa Pete's).

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

SECTION 1. Permission and authority are hereby given and granted to Mexican Fiesta, Inc., doing business as Papa Pete'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 36 North Wells Street. Said sidewalk cafe area shall be thirty-eight (38) feet in length and eight (8) feet in width, for a total of three hundred and four (304) square feet and shall begin seven (7) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 9:00 P.M.

Compensation: $1,180.00/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is

covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

MGRE 1001, Inc. (Doing Business As Boogie's Diner).

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

SECTION 1. Permission and authority are hereby given and granted to MGRE 1001, Inc., doing business as Boogie's Diner, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 923 North Rush Street. Said sidewalk cafe area shall be seventy (70) feet in length and six (6) feet in width, for a total of four hundred twenty (420) square feet and shall begin seven (7) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $756.00/Seating: 36.

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 April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Moby Nick, Inc. (Doing Business As Kronies).

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

SECTION 1. Permission and authority are hereby given and granted to Moby Nick, Inc., doing business as Kronies, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for sidewalk cafes adjacent to its premises located at 18 East Bellevue Place. Said sidewalk cafe areas shall be twelve (12) feet and twenty (20) feet, respectively, in length and both areas ten (10) feet, respectively, in width, for a total of three hundred twenty (320) square feet and shall leave six (6) feet of clear space from the building line to the beginning of the cafe area along East Bellevue Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 11:00 P.M.

Compensation: $576.00/Seating: 30.

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 April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent

of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of

Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Mr. J. Restaurant, Inc. (Doing Business As Mr. J. Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Mr. J. Restaurant, Inc., doing business as Mr. J. 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 822 North State Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and eight (8) feet six (6) inches in width, for a total of two hundred ninety-eight (298) square feet and shall begin six (6) feet from the edge of the masonry wall along West Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $537.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Mr. Penguin, Inc. (Doing Business As Mr. Penguin).

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Penguin, Inc., doing business as Mr. Penguin, 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 162 East Superior Street. Said sidewalk cafe area shall be twenty-two (22) feet in length and seventeen (17) feet in width for a total of three hundred seventy-four (374) square feet and shall begin seven (7) feet three (3) inches from the face of the curb line 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, 8:00 A.M. to 11:00 P.M.

Compensation: $674.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Noor Enterprises, Inc. (Doing Business As Maxi's Take-Out).

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

SECTION 1. Permission and authority are hereby given and granted to Noor Enterprises, Inc., doing business as Maxi's Take-Out, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 32 North State Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and fourteen (14) feet in width, for a total of three hundred thirty-six (336) square feet and shall leave twenty-two (22) feet of clear space from the face of the curb line along North State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: $1,304.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset

Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Northside Cafe, Inc. (Doing Business As Northside Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Northside Cafe, Inc., doing business as Northside 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 1635 North Damen Avenue. Said sidewalk cafe area shall be fifty (50) feet in length and five (5) feet in width for a total of two hundred fifty (250) square feet and shall begin six (6) feet from the face of the curb line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight.

Compensation: $300.00/Seating: 28.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Pasta Joe's An Italian Experience, Inc. (Doing Business As Pasta Joe's).

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

SECTION 1. Permission and authority are hereby given and granted to Pasta Joe's an Italian Experience, Inc., doing business as Pasta Joe'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 4700 West Irving Park Road. Said sidewalk cafe area shall be fifty-two (52) feet in length and six (6) feet in width for a total of three hundred twelve (312) square feet and shall begin sixteen (16) feet from the face of the curb line along North Kilpatrick Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 40.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Pizzeria Uno, Inc. (Doing Business As Pizzeria Uno).

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

SECTION 1. Permission and authority are hereby given and granted to Pizzeria Uno, Inc., doing business as Pizzeria Uno, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 29 East Ohio Street. Said sidewalk cafe area shall be forty-two (42) feet in length and three (3) feet in width, for a total of one hundred twenty-six (126) square feet and shall begin ten (10) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 12.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is

covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Mr. Barry Potekin (Doing Business As Gold Coast Dogs).

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

SECTION 1. Permission and authority are hereby given and granted to Barry Potekin, doing business as Gold Coast Dogs, 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 418 North State Street. Said sidewalk cafe area shall be thirty (30) feet in length and six point five (6.5) feet in width for a total of one hundred ninety-five (195) square feet and shall begin six (6) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: $351.00/Seating: 25.

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 April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Renaissance Cafe, Inc. (Doing Business As The Renaissance Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Renaissance Cafe, Inc., doing business as The Renaissance 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 3508 North Broadway. Said sidewalk cafe area shall be ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet and shall begin nine (9) feet from the face of the curb line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:30 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 12.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Robert James, Ltd. (Doing Business As River North Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Robert James, Ltd., doing business as River North 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 750 North Franklin Street. Said sidewalk cafe area shall be fifty-three (53) feet in length and five (5) feet in width for a total of two hundred sixty-five (265) square feet and shall begin four (4) feet from the face of the building and five and one-half (5½) feet from the face of the curb line along North Franklin Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 6:30 P.M.

Compensation: $300.00/Seating: 20.

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 April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Speedy Ennui, Inc. (Doing Business As Speedy Ennui).

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

SECTION 1. Permission and authority are hereby given and granted to Speedy Ennui, Inc., doing business as Speedy Ennui, 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 6981 North Sheridan Road. Said sidewalk cafe area shall be thirty-eight (38) feet in length and twelve (12) feet in width for a total of four hundred fifty-six (456) square feet and shall begin seven (7) feet from the face of the building and six (6) feet from the face of the curb line along West Lunt Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 8:00 A.M. to 10:00 P.M.
Friday through Saturday, 8:00 P.M. to 12:00 Midnight.

Compensation: $311.00/Seating: 52.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

The 2nd Coast, Inc. (Doing Business As The 3rd Coast on Delaware).

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

SECTION 1. Permission and authority are hereby given and granted to The 2nd Coast, Inc., doing business as The 3rd Coast on Delaware, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 888 North Wabash Avenue. Said sidewalk cafe area Number 1 along Delaware Street shall be fifty-four (54) feet in length and eleven (11) feet six (6) inches in width for a total of six hundred twenty-one (621) square feet and shall begin ten (10) feet from the face of the curb line along Delaware Street. Said cafe area Number 2 along North Wabash Avenue shall be twenty-nine (29) feet in length and five (5) feet in width for a total of one hundred forty-five (145) square feet and shall begin seven (7) feet three (3) inches from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $1,379.00/Seating: 74.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit

with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Mr. James M. Straight And Mr. Marco A. Valdez (Doing Business As Marco's Paradise Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to James M. Straight and Marco A. Valdez, doing business as Marco's Paradise Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3358 North Sheffield Avenue. Said sidewalk cafe area shall be forty-two (42) feet in length and eleven (11) feet

ten (10) inches in width for a total of four hundred ninety-nine (499) square feet along West Roscoe Street. Said sidewalk cafe area shall begin six (6) feet from the face of the curb line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 8:00 A.M. to 11:00 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight.

Compensation: $340.00/Seating: 44.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

T.G.I. Friday's, Inc. (Doing Business As T.G.I. Friday's).

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

SECTION 1. Permission and authority are hereby given and granted to T.G.I. Friday's, Inc., doing business as T.G.I. Friday's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 153 East Erie Street. Said sidewalk cafe area shall be forty-five (45) feet four (4) inches in length and fourteen (14) feet in width for a total of six hundred thirty-four (634) square feet and shall begin eight (8) feet four (4) inches from the face of the curb line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $1,141.00/Seating: 38.

Alcoholic beverages shall not be served in sidewalk cafe area until 12:00 Noon.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Grantee certifies that they shall repair all holes in the public sidewalk adjacent to their premises forthwith.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Grantee shall not enclose said sidewalk cafe with a fence.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said

privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Theatre Lunan, Inc. (Doing Business As Arby's Roast Beef And Sbarro Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Theatre Lunan, Inc., doing business as Arby's Roast Beef and Sbarro 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 195 North Dearborn Street. Said sidewalk cafe area Number 1 shall be fifty-eight (58) feet six (6) inches in length and eight (8) feet six (6) inches in width for a total of four hundred ninety-eight (498) square feet and shall begin eight (8) feet from the face of

the curb line along North Dearborn Street. Said sidewalk cafe area Number 2 shall be eighteen (18) feet six (6) inches in length and eight (8) feet in width for a total of one hundred forty-eight (148) square feet and shall begin eight (8) feet from the face of the curb line along West Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:30 A.M. to 11:00 P.M.
Friday through Saturday, 10:30 A.M. to 12:00 Midnight.

Compensation: $2,507.00/*Seating:* 48.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

West Egg Cafe On State Street, Ltd. (Doing Business As West Egg Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to West Egg Cafe on State Street, Ltd., doing business as West Egg Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1139 -- 1141 North State Street. Said sidewalk cafe area shall be thirty-three (33) feet in length and eight (8) feet in width for a total of two hundred sixty-four (264) square feet and shall begin seven (7) feet from the face of the curb line along East Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $476.00/Seating: 50.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is

covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF SAUGANASH BUSINESS PARK SUBDIVISION ON PORTION OF WEST BRYN MAWR AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 3, 1991.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 28, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Sauganash Business Park Subdivision located on the south side of West Bryn Mawr Avenue east of North Kostner Avenue and having a frontage of 397.50 feet on West Bryn Mawr Avenue with a depth of approximately 1,330 feet and providing for the dedication of North Kildare Avenue, for Alter Group.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Sauganash Business Park Subdivision located on the south side of West Bryn Mawr Avenue east of North Kostner Avenue and having a frontage of 397.50 feet on West Bryn Mawr Avenue with a depth of approximately 1,330 feet and providing for the dedication of North Kildare Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat, for Alter Group (No. 10-39-90-1527).

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

[Plat attached to this ordinance printed on page 999 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF RESUBDIVISION IN BLOCK BOUNDED BY WEST 19TH PLACE, WEST CULLERTON STREET, SOUTH RACINE AVENUE AND SOUTH MAY STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 3, 1991.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 15, 1991) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Resubdivision located in the block bounded by West 19th Place, West Cullerton Street, South Racine Avenue on South May Street and having a frontage of 125 feet on West 19th Place and 125 feet on West Cullerton Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

(Continued on page 1000)

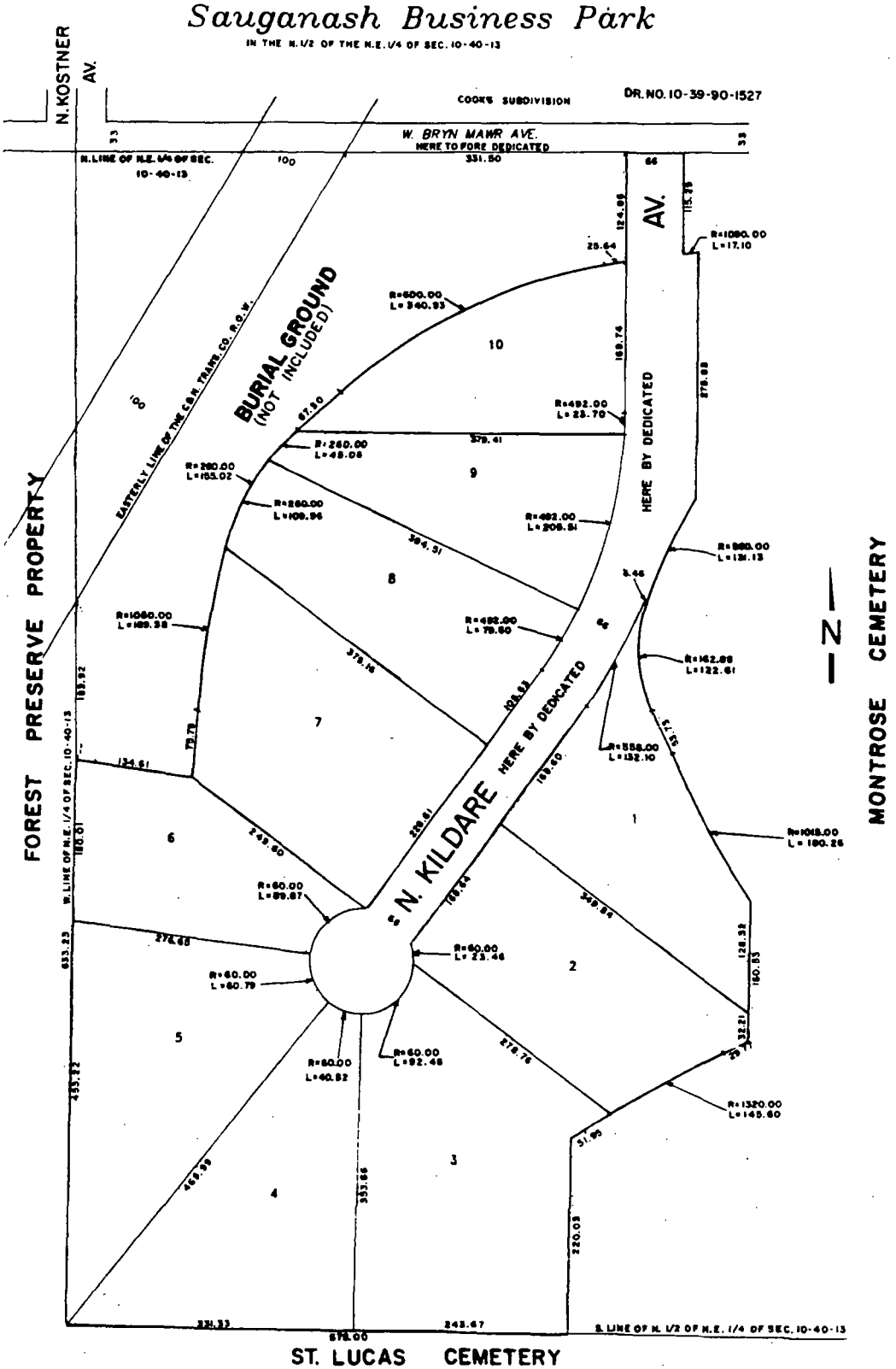
Ordinance associated with this plat printed on pages 996 through 998 of this Journal.

PROPOSED

PLAT OF SUBDIVISION

Sauganash Business Park

IN THE N. 1/2 OF THE N.E. 1/4 OF SEC. 10-40-13



(Continued from page 998)

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

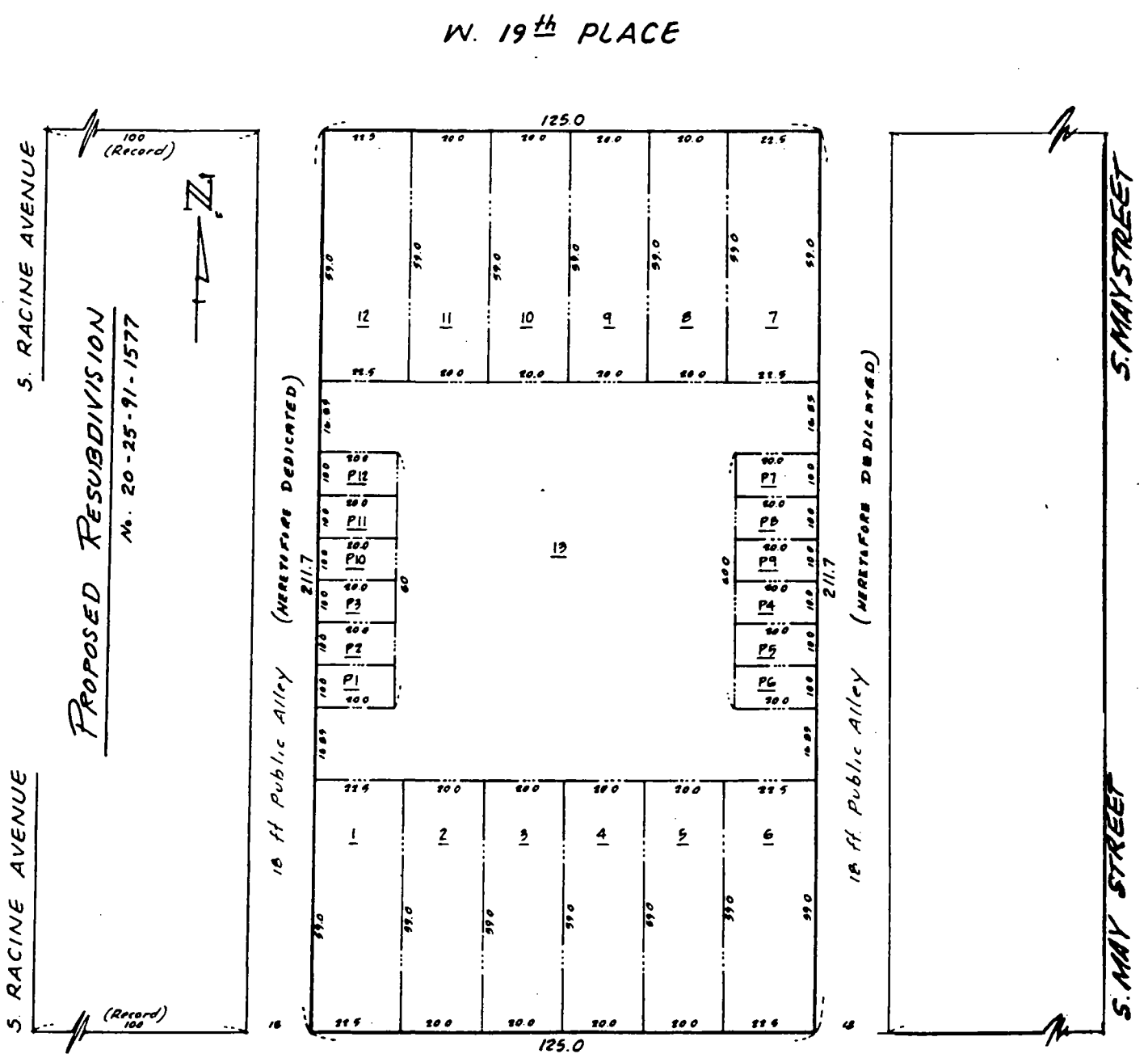
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Resubdivision located in the block bounded by West 19th Place, West Cullerton Street, South Racine Avenue on South May Street, having a frontage of 125 feet on West 19th Place and 125 feet on West Cullerton Street, as shown on the attached plat, when the necessary certificates are shown on said plat, for 18th Street Development Corporation and Pam Hallett and Associates (No. 20-25-91-1577).

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

[Plat attached to this ordinance printed on page 1001 of this Journal.]

Ordinance associated with this plat printed on pages 998 through 1000 of this Journal.



AUTHORIZATION FOR EXEMPTION OF RAMZI ORAHA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PROPERTY AT 2763 WEST LAWRENCE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 3, 1991.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 15, 1991) that pursuant to Section 10-20-220 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Ramzi Oraha of 2763 West Lawrence Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 2763 West Lawrence Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 10-20-220 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Ramzi Oraha of 2763 West Lawrence Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2763 West Lawrence Avenue.

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

HONORARY DESIGNATION OF PORTION OF WEST 89TH STREET AS "CAPTAIN WILLIAM J. HURLEY DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 3, 1991.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 15, 1991) pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of West 89th Street, between South Leavitt Street and South Hamilton Avenue, as "Captain William J. Hurley Drive".

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the name of West 89th Street between South Leavitt Street and South Hamilton Avenue and the same is hereby changed to "Captain William J. Hurley Drive".

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

HONORARY DESIGNATION OF PORTION OF WEST 93RD STREET AS "FATHER MYERS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 3, 1991.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred

on March 15, 1991) pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of West 93rd Street, between South Hamilton and South Hoyne Avenues, as "Father Myers Drive".

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the name of West 93rd Street between South Hamilton and South Hoyne Avenues be and the same is hereby changed to "Father Myers Drive".

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

HONORARY DESIGNATION OF PORTION OF WEST DEVON AVENUE AS "MOHAMMED ALI JINNAH WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 3, 1991.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 15, 1991) pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of West Devon Avenue, between Damen Avenue and Western Avenue as "Mohammed Ali Jinnah Way".

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of West Devon Avenue between Damen Avenue and Western Avenue as "Mohammed Ali Jinnah Way".

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

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on December 19, 1990, March 15, April 12, and May 20, 1991) for grants of privilege in public ways.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Atlas Electric Devices Company.

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

SECTION 1. Permission and authority are hereby given and granted to Atlas Electric Devices Company, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a six (6) inch conduit for aerial overpass of West Belle Plaine Avenue to permit on-line date and voice communications systems to be connected to new departmental offices. Said length of cable will be sixty-six (66) feet four (4) inches and connected to premises at 1800 West Belle Plaine Avenue and 1801 West Belle Plaine. 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 print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars ($216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due

and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall

be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

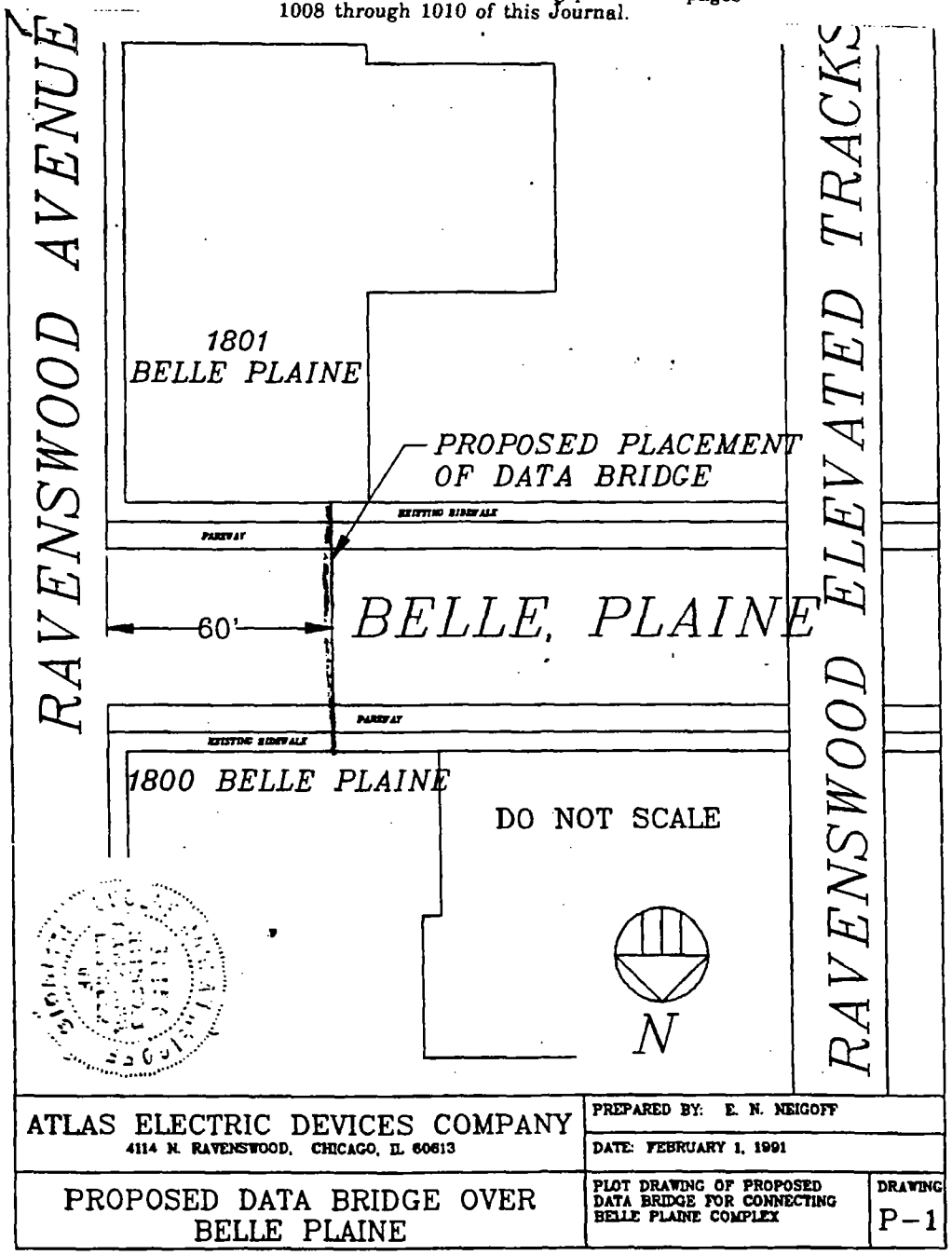
[Drawing attached to this ordinance printed on page 1011 of this Journal.]

Chicago Park District.

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

(Continued on page 1012)

Ordinance associated with this drawing printed on pages 1008 through 1010 of this Journal.



(Continued from page 1010)

SECTION 1. Permission and authority are hereby given and granted to the Chicago Park District, upon the terms and subject to the conditions of this ordinance, to operate and maintain a passive recreation area in the public way. Said occupation of space shall extend north from the north line of West Grace Street to the south line of West Irving Park Road along North Seminary Avenue for a total length of one thousand one hundred twenty-seven (1,127) feet in length. Said privilege shall occupy a maximum of fifty-one (51) feet in width of North Seminary Avenue. Authority herein given and granted shall be for a period of twenty-five (25) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print 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 Buildings, the Commissioner of Public Works and the Commissioner of General Services.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Ten and no/100 Dollars ($10.00). 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 grantee shall indemnify and hold and save the City of Chicago, its agents and employees harmless from any and all claims, liability, cost and expense, including actual attorney's fees, judgments, costs and damages, arising out of the grantee's use of or operations in the public way including any claim for nuisance, for improper use of the public way, for damage or destruction of property or for personal injuries to or deaths of persons.

SECTION 5. The permission and authority herein granted shall not be exercised unless and until a permit authorizing it shall have been issued by the Commissioner of General Services. Such permit shall be, at all times, subject to grantee's strict compliance with and performance of all the conditions and provisions of this ordinance, including the obligation to indemnify, keep and save harmless the City of Chicago, and its agents and employees.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided that grantee shall first file a written acceptance of this ordinance with the Commissioner of General Services and provided further, that proof of insurance and indemnification, as herein required, shall be first deposited with payment of the compensation to the Department of General Services.

[Drawing attached to this ordinance printed on page 1014 of this Journal.]

Chicago Theological Seminary.

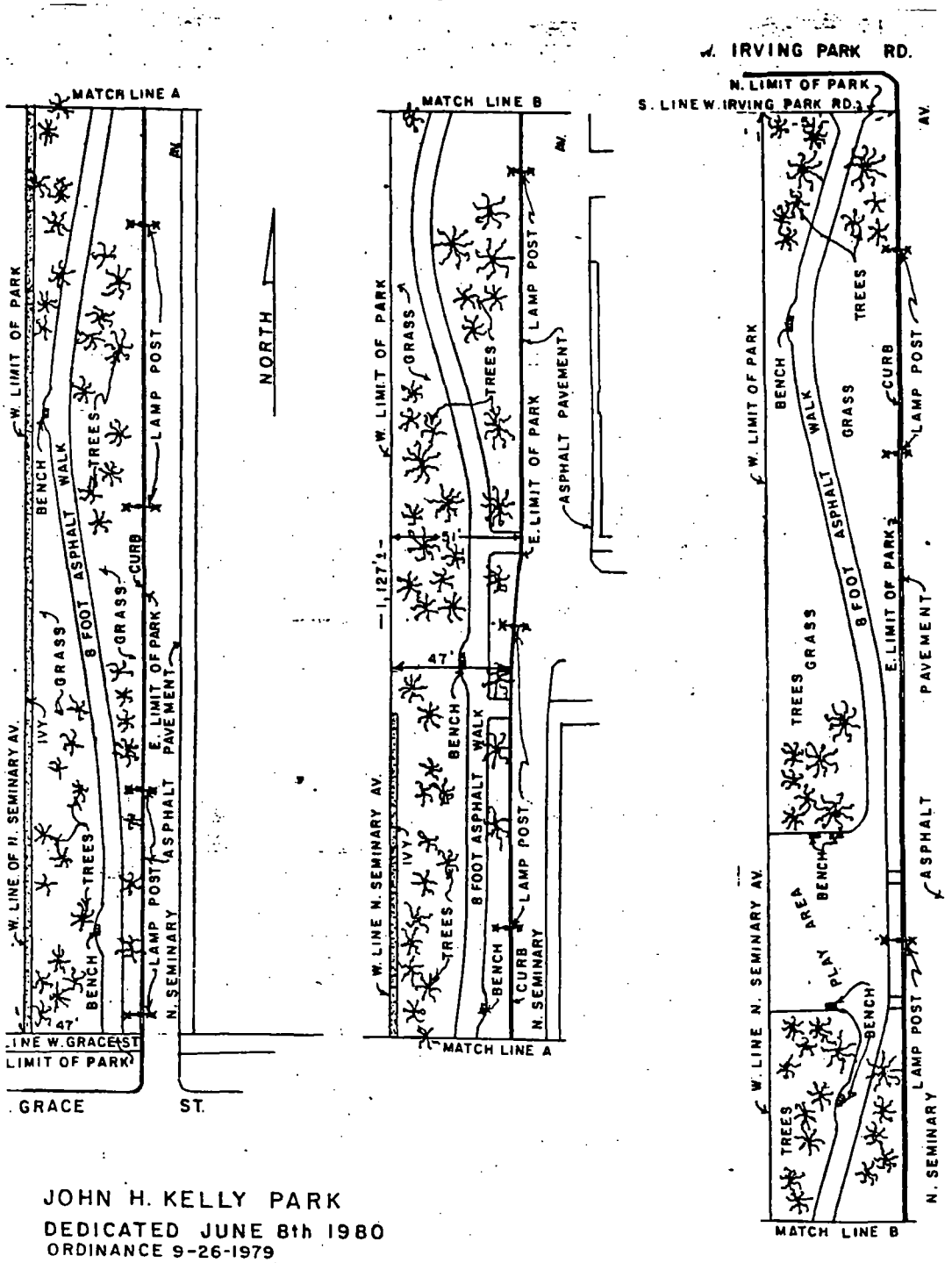
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Theological Seminary, upon the terms and subject to the conditions of this ordinance, to use as now constructed a three-foot public alley in the block bounded by East 57th Street, East 58th Street, South University Avenue and South Woodlawn Avenue, at a point forty-six (46) feet north of the north line of East 58th Street and a tunnel under and across same alley. Said ornamental structure or bridge shall not exceed twenty (20) feet in length nor six (6) feet in width on each level, shall be forty (40) feet in height, the lowest portion thereof being not less than sixteen (16) feet above the alley grade. Said tunnel shall not exceed four (4) feet five (5) inches in width and six (6) feet in depth for a length of twenty (20) feet at a point fifty (50) feet north of the north line of East 58th Street. Authority herein granted for a period of five (5) years from and after June 2, 1991.

The location of said privilege shall be as shown on print 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

(Continued on page 1015)

Ordinance associated with this drawing printed on pages 1010 through 1013 of this Journal.



JOHN H. KELLY PARK
DEDICATED JUNE 8th 1980
ORDINANCE 9-26-1979

(Continued from page 1013)

Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Fifty and no/100 Dollars ($750.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation,

alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1018 of this Journal.]

Commuter Rail Division Of The Regional Transportation Authority. (South Walden Parkway)

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

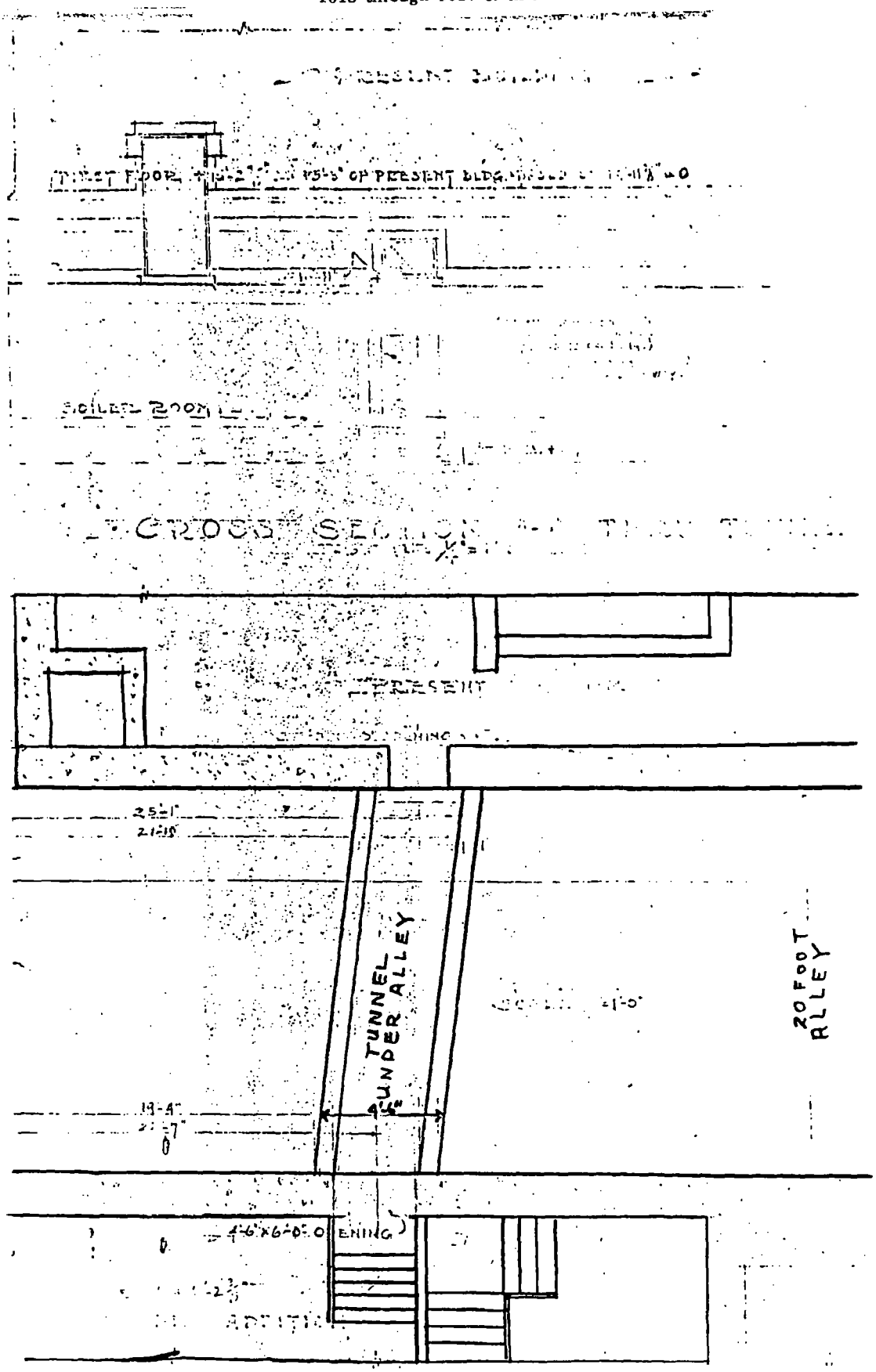
SECTION 1. Permission and authority are hereby given and granted to the Commuter Rail Division of the Regional Transportation Authority, hereinafter "Metra" or "grantee", upon the terms and subject to the conditions of this ordinance, to construct, maintain and operate one (1) commuter parking facility in the public way along South Walden Parkway between West 101st and West 102nd Streets. Said occupation of space shall be seven hundred (700) feet in length and eight (8) feet in width for a total of five thousand six hundred (5,600) square feet. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Three Hundred Seventy-one and no/100 Dollars ($1,371.00) 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,

(Continued on page 1019)

Ordinance associated with this drawing printed on pages 1013 through 1017 of this Journal.



(Continued from page 1017)

remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates

that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

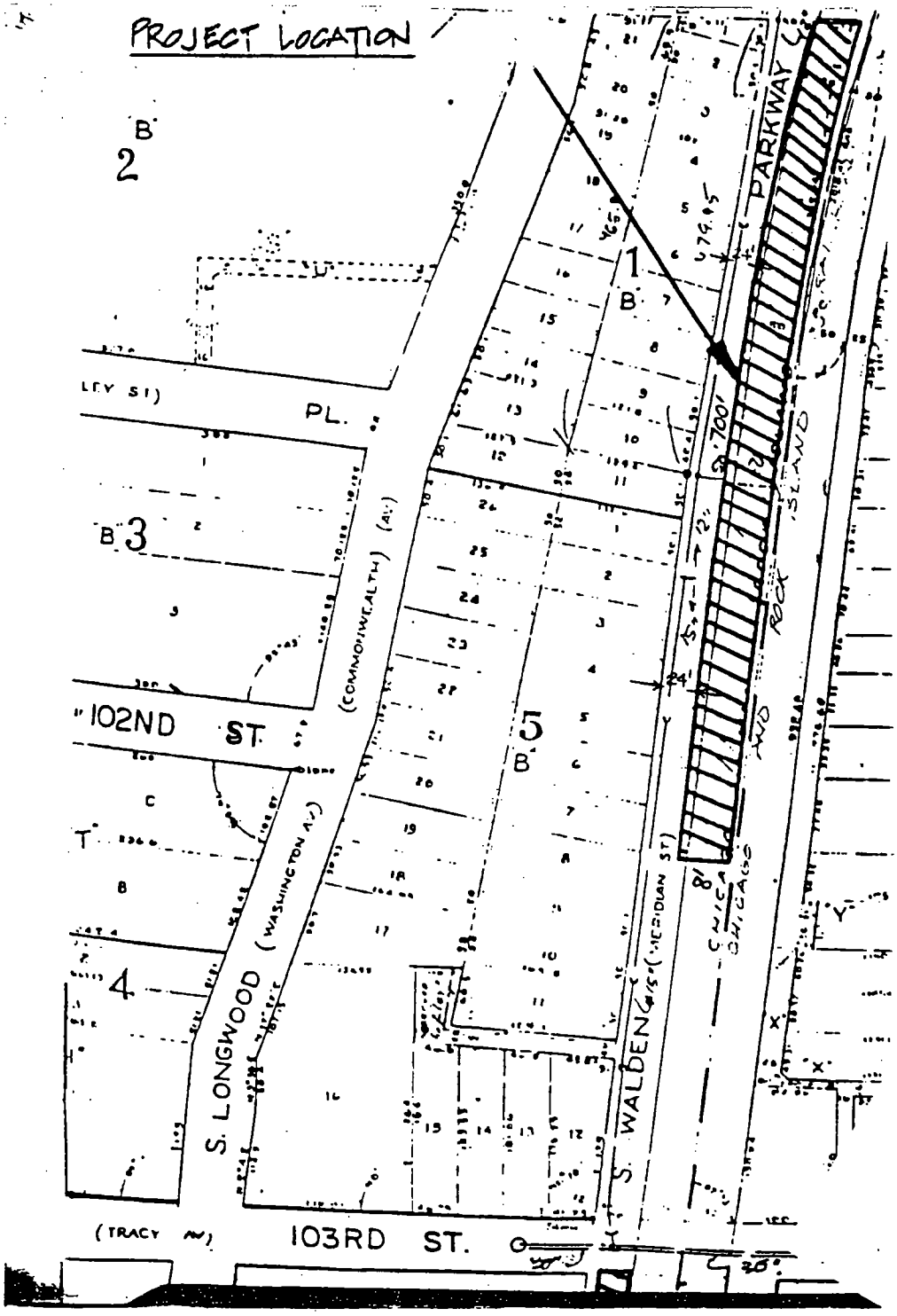
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1021 of this Journal.]

Ordinance associated with this drawing printed on pages 1017 through 1020 of this Journal.



Commuter Rail Division Of The Regional Transportation Authority. (West 119th Street And South Vincennes Avenue)

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

SECTION 1. Permission and authority are hereby given and granted to the Commuter Rail Division of the Regional Transportation Authority, hereinafter "Metra", to construct, maintain and operate one (1) commuter parking lot in the public way parallel to their railroad right-of-way north of West 119th Street and South Vincennes Avenue intersection. Said privilege shall occupy a portion of the public way along South Church Street, four hundred thirty (430) feet in length and forty (40) feet in width. Said privilege shall occupy six hundred fifty (650) square feet in length along the sixteen-foot wide north-south alley running north of West 119th Street, for a total of twenty-seven thousand six hundred (27,600) square feet. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Eight Hundred Seventy-seven and no/100 Dollars ($1,877.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or

expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the

Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1025 of this Journal.]

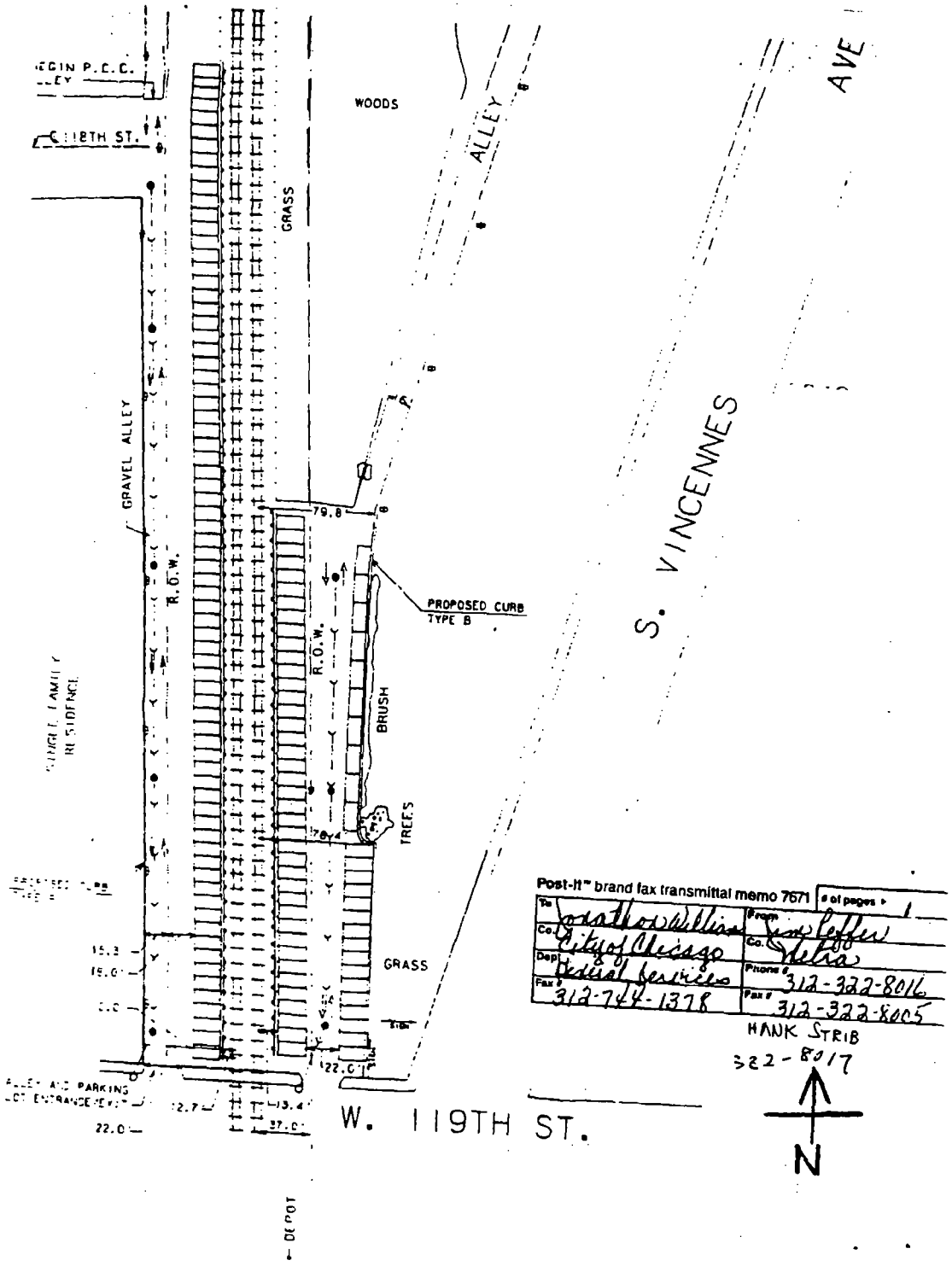
DeGraaf Fine Art, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to DeGraaf Fine Art, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way adjacent to the premises at 9 -- 13 East Superior Street. Said area shall be approximately forty (40) feet in length and six (6) feet in width for a total of two hundred forty (240) square feet and is between pedestrian sidewalk and curb sidewalk. Area is to be landscaped and then house sculpture pedestals. Authority herein granted for a period of five (5) years from and after date of passage.

(Continued on page 1026)

Ordinance associated with this drawing printed on pages 1022 through 1024 of this Journal.



Post-it™ brand fax transmittal memo 7671 | # of pages ▸ 1

To Jonathon Williams	From Jim Leffler
Co. City of Chicago	Co. Delta
Dept. Legislative Services	Phone # 312-322-8016
Fax # 312-744-1378	Fax # 312-322-8005

HANK STRIB
322-8017

(Continued from page 1024)

The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Two Hundred Twenty and no/100 Dollars ($2,220.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of

any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawings attached to this ordinance printed on pages 1029 through 1030 of this Journal.]

DePaul University.

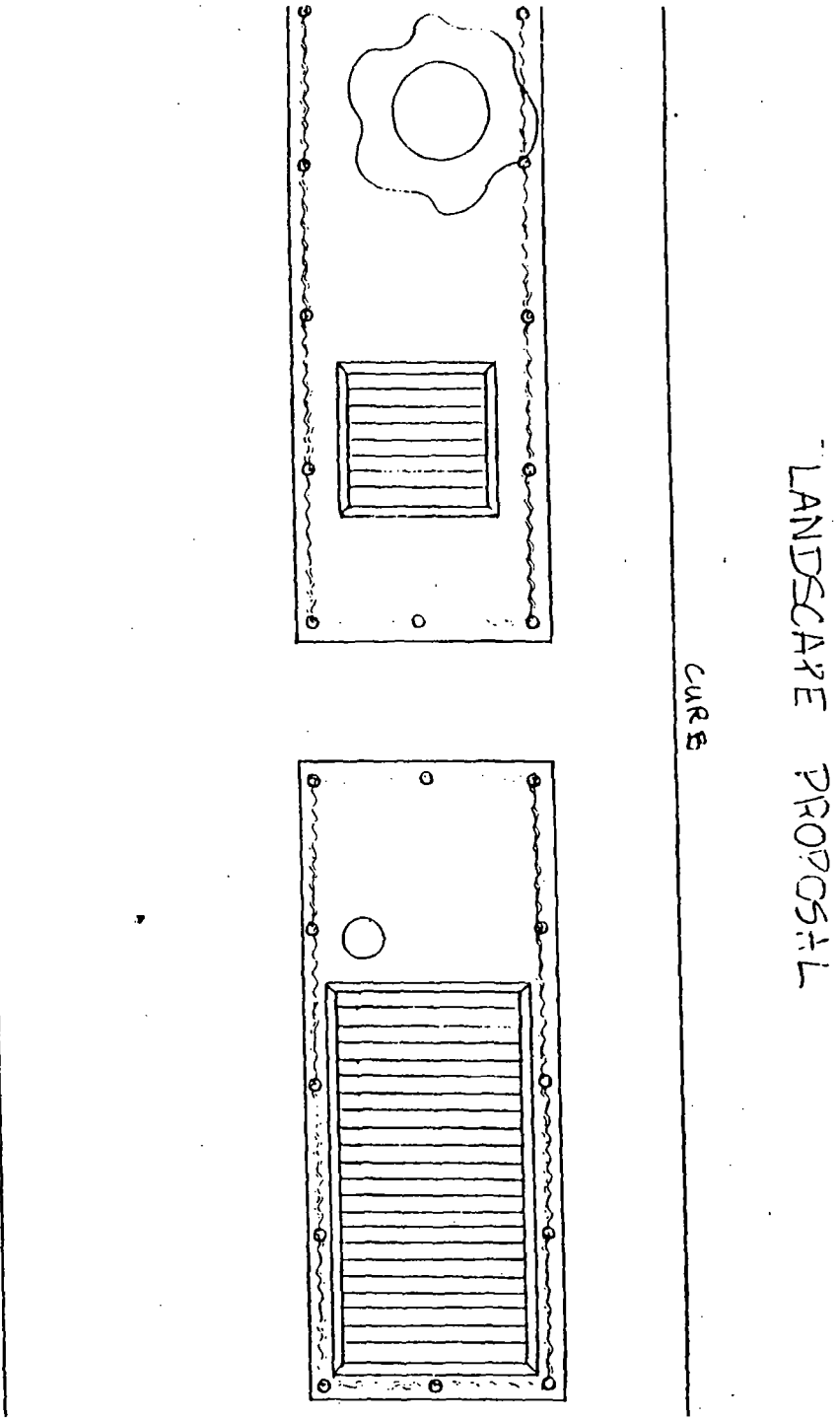
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to DePaul University, upon the terms and subject to the conditions of this ordinance, to install, maintain and use one two (2) inch conduit containing four (4) one-quarter inch coaxial communication cables and will exit the southeast corner of 2350 North Kenmore Avenue, running east approximately fifty (50) feet across and under the North Kenmore Avenue public way to the east curb line of North Kenmore Avenue, turning south approximately one hundred sixty-one (161) feet behind the east curb line of North Kenmore Avenue, fifteen (15) feet under the public parkway and sidewalk, entering the west basement elevation of 2315 North Kenmore Avenue. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

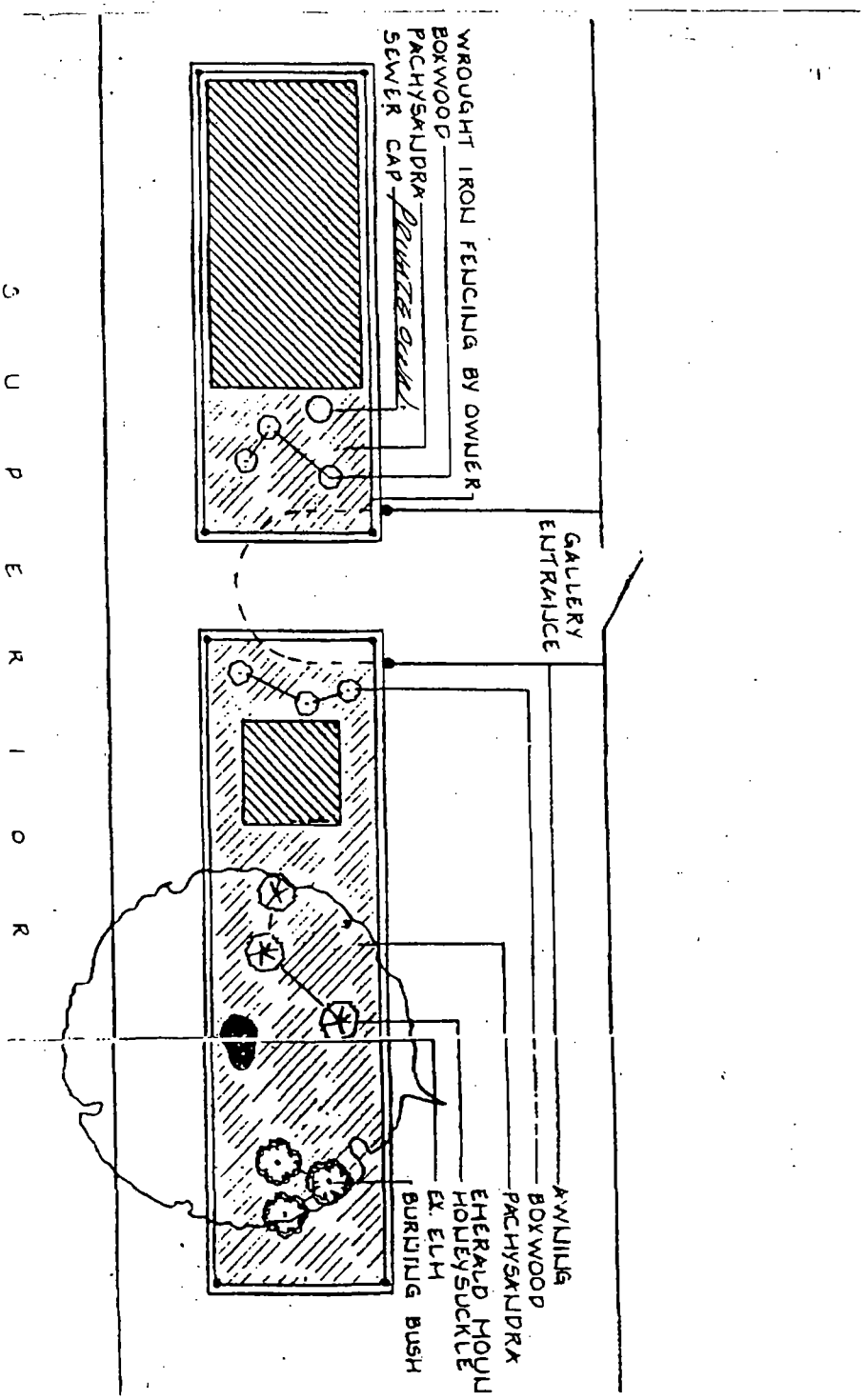
The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 1031)

Ordinance associated with this drawing printed on pages 1024 through 1028 *of this Journal.*



Ordinance associated with this drawing printed on pages 1024 through 1028 of this Journal.



(Continued from page 1028)

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Seventy-six and no/100 Dollars ($376.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall

be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

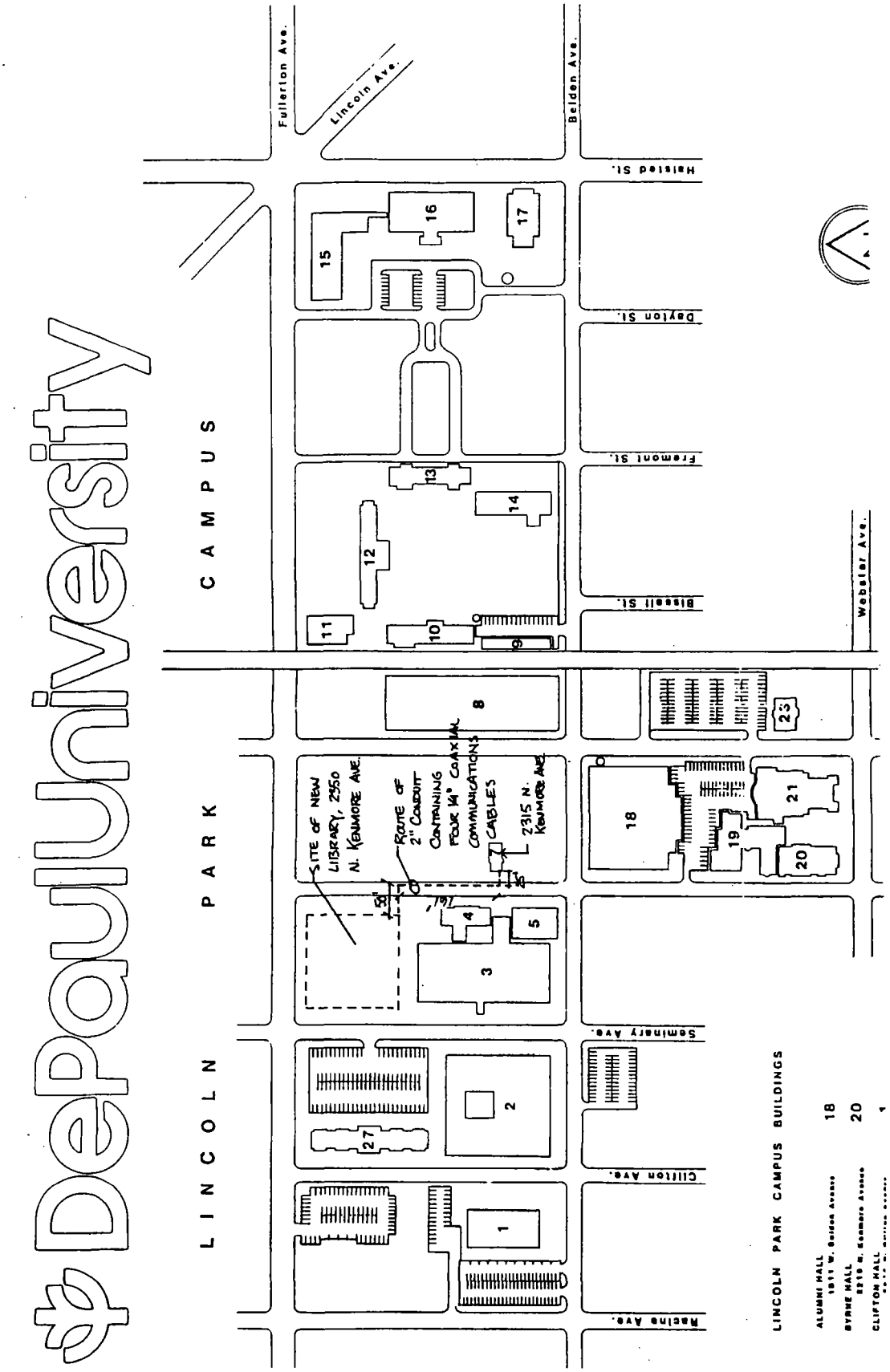
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1033 of this Journal.]

Ordinance associated with this drawing printed on pages 1028 through 1032 of this Journal.



Mr. Gus Gramouranis And Mr. Tony Micelli.

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Gus Gramouranis and Mr. Tony Micelli, upon the terms and subject to the conditions of this ordinance, to install a water pipe approximately 160 feet in length and 2 feet in width in the public way to provide water service into two metered services at 4149 North Wolcott Avenue and 4157 North Wolcott Avenue. Authority is 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 print 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 Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will

have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged

to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1037 of this Journal.]

The John Buck Management Group.

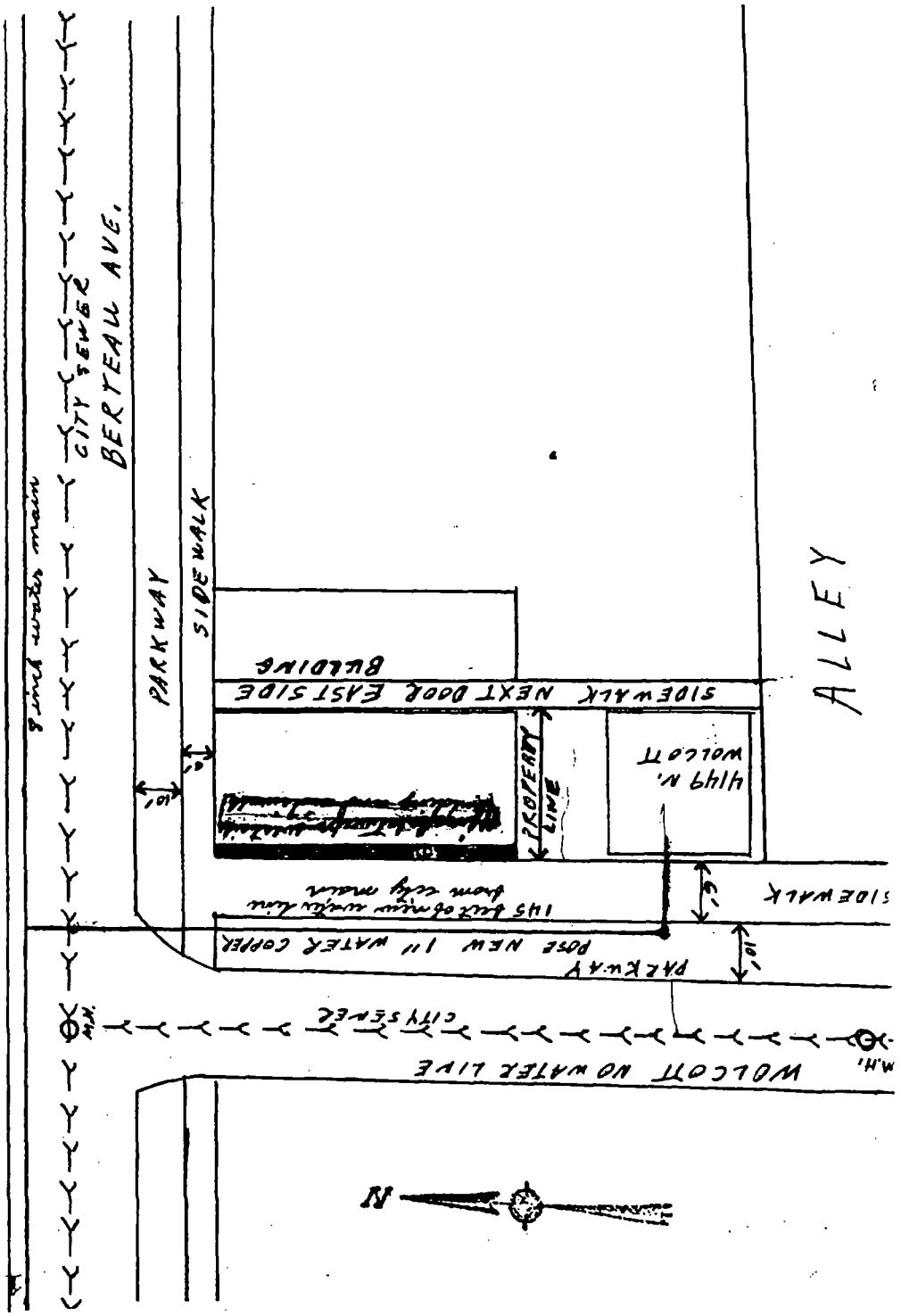
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The John Buck Management Group, a limited partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, an elevated walkway to be used as a pedestrian passage adjacent to the property known as 540 North Michigan Avenue. Said elevated walkway is one hundred thirty-one (131) feet in length and fifteen (15) feet in width. Said elevated walkway begins on the northwest corner of East Grand Avenue and North Michigan Avenue and proceeds in a westerly direction for a distance of one hundred thirty-one (131) feet along the said northerly side of East Grand Avenue. The above named privilege shall remain in effect for a period of five (5) years from and after November 13, 1990.

The location of said privilege shall be as shown on print 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

(Continued on page 1038)

Ordinance associated with this drawing printed on pages 1034 through 1036 of this Journal.



(Continued from page 1036)

Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Six Hundred Three and no/100 Dollars ($2,603.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation,

alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1041 of this Journal.]

Lincoln Meat Company.

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

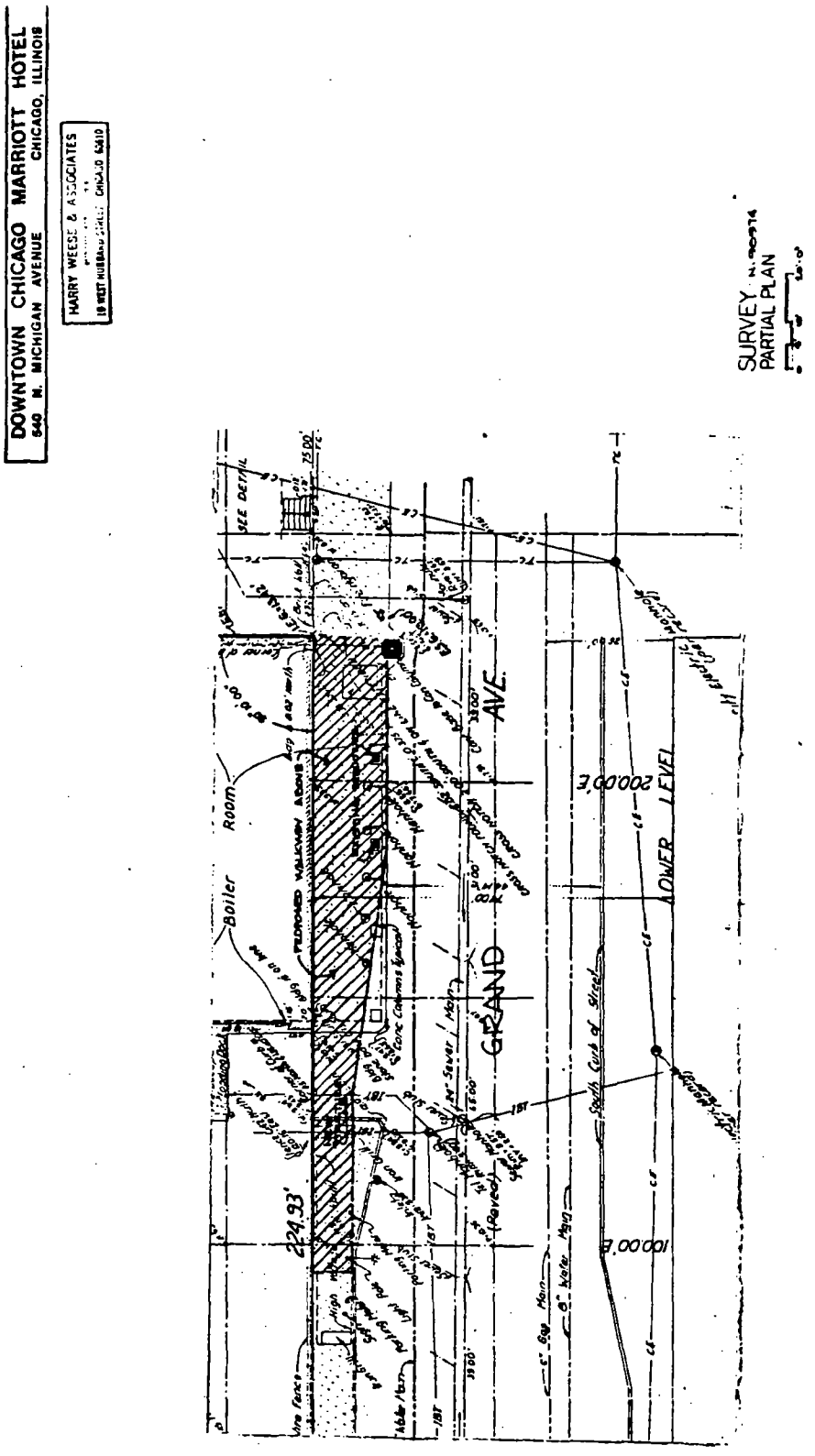
SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to Lincoln Meat Company, a corporation, to maintain and use as now constructed, a concrete bridge or runway not exceeding nine (9) feet in width over and across the eighteen (18) foot north-south public alley west of South Halsted Street at a point sixty-four (64) feet south of the south line of West 38th Street. Said bridge shall be not less than sixteen (16) feet above the surface of the public way adjacent to the premises located at South Halsted Street and West 38th Street. The authority herein granted shall exist for a period of five (5) years from and after April 21, 1991.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) 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

(Continued on page 1042)

Ordinance associated with this drawing printed on pages 1036 through 1040 of this Journal.



(Continued from page 1040)

payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates

that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

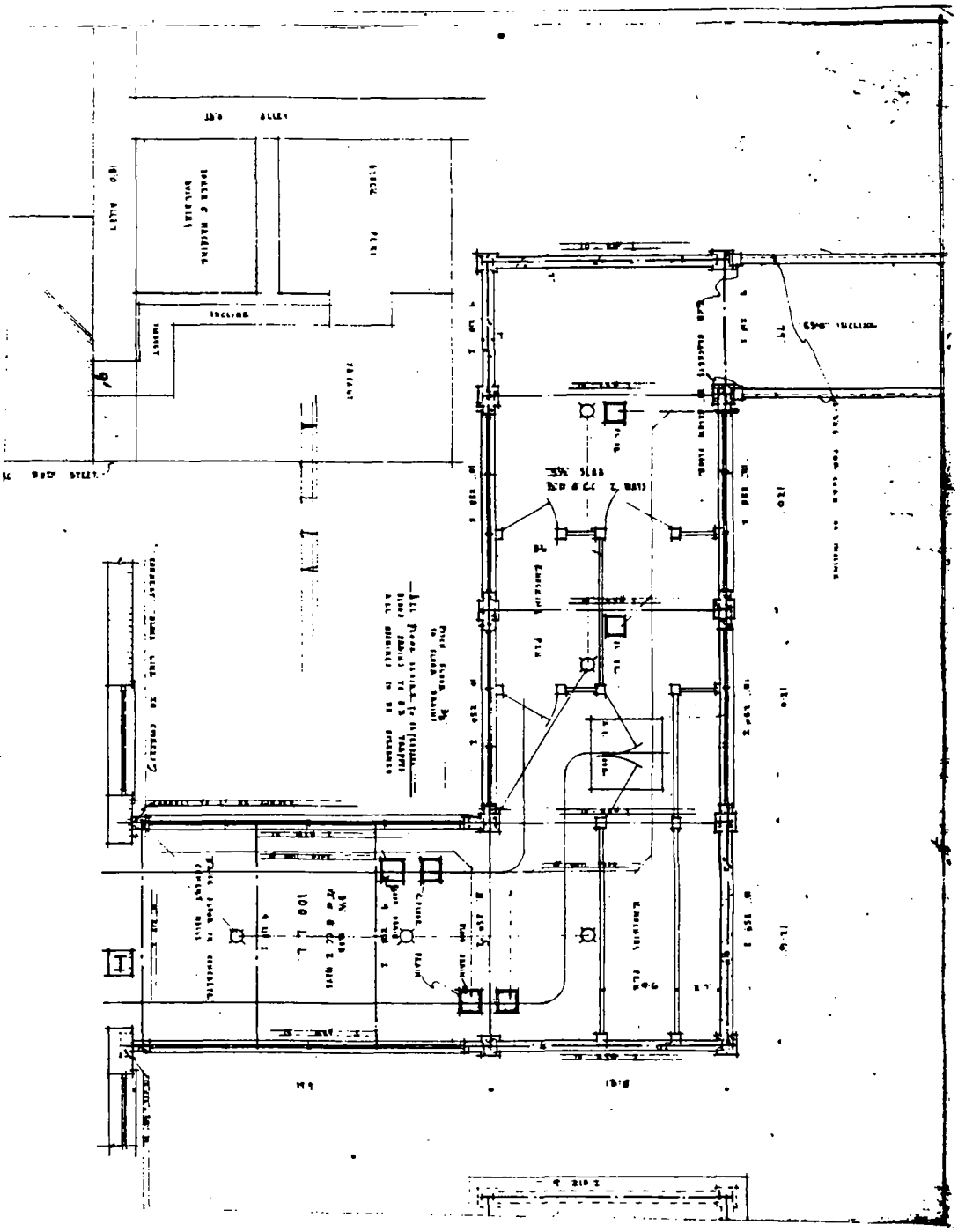
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1044 of this Journal.]

Ordinance associated with this drawing printed on pages 1040 through 1043 of this Journal.



Loyola University.

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, two (2) twenty-eight (28) inch steel conductors containing a sixteen (16) inch cast iron casing with a ten (10) inch insulated steam line and a fourteen (14) inch cast iron casing with two (2) two (2) inch steel fuel oil lines; two (2) and one-half ($\frac{1}{2}$) inch steel condensate return lines and one (1) and one-half ($\frac{1}{2}$) inch steel compressed air line with a copper pneumatic control tube; also to maintain and use as now installed three (3) three (3) inch steel electric conduits used for a communications system, approximately fourteen (14) feet below street level crossing under North Rush Street approximately sixty-one (61) feet southeast of the southwest corner of East Pearson Street and North Rush Street, running from the east property line of the premises known as 820 North Rush Street connecting with the westerly line of the premises at 820 North Michigan Avenue. Authority is herein granted for a period of five (5) years from and after date July 10, 1991.

The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any

time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawings attached to this ordinance printed on pages 1048 through 1049 of this Journal.]

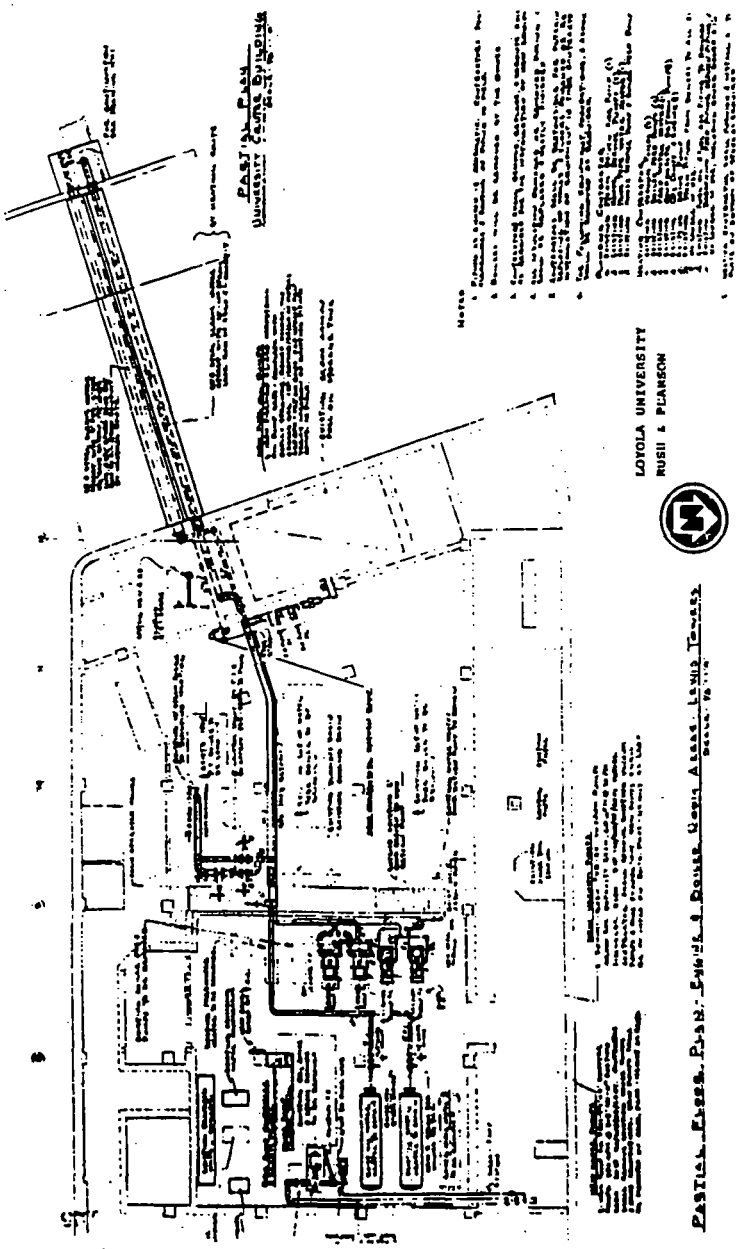
North Park College And Theological Seminary.

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

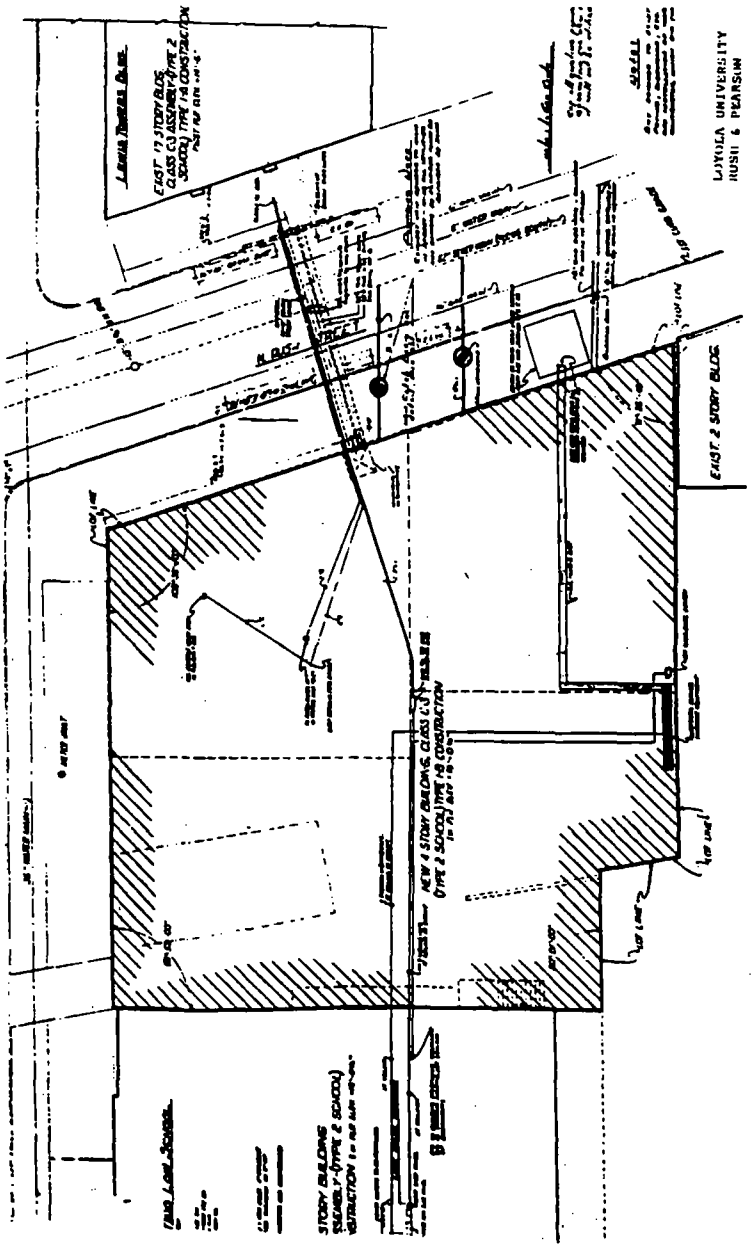
SECTION 1. Permission and authority are hereby given and granted to North Park College and Theological Seminary, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pipe tunnel not exceeding five (5) feet four (4) inches in width nor four (4) feet in depth, under and across the sixty-foot North Spaulding Avenue, three hundred seventy-five (375) feet south of the south line of West Foster Avenue. Said tunnel containing an eight-inch steam pipe and a four-inch return pipe, also a four-inch water supply pipe and a two-inch return pipe used for the transmission of steam and hot water. Authority is herein granted for a period of five (5) years from and after March 28, 1991.

(Continued on page 1050)

Ordinance associated with this drawing printed on pages 1045 through 1047 of this Journal.



Ordinance associated with this drawing printed on pages 1045 through 1047 of this Journal.



(Continued from page 1047)

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of

any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1053 of this Journal.]

Sears, Roebuck & Co., File Number 3.

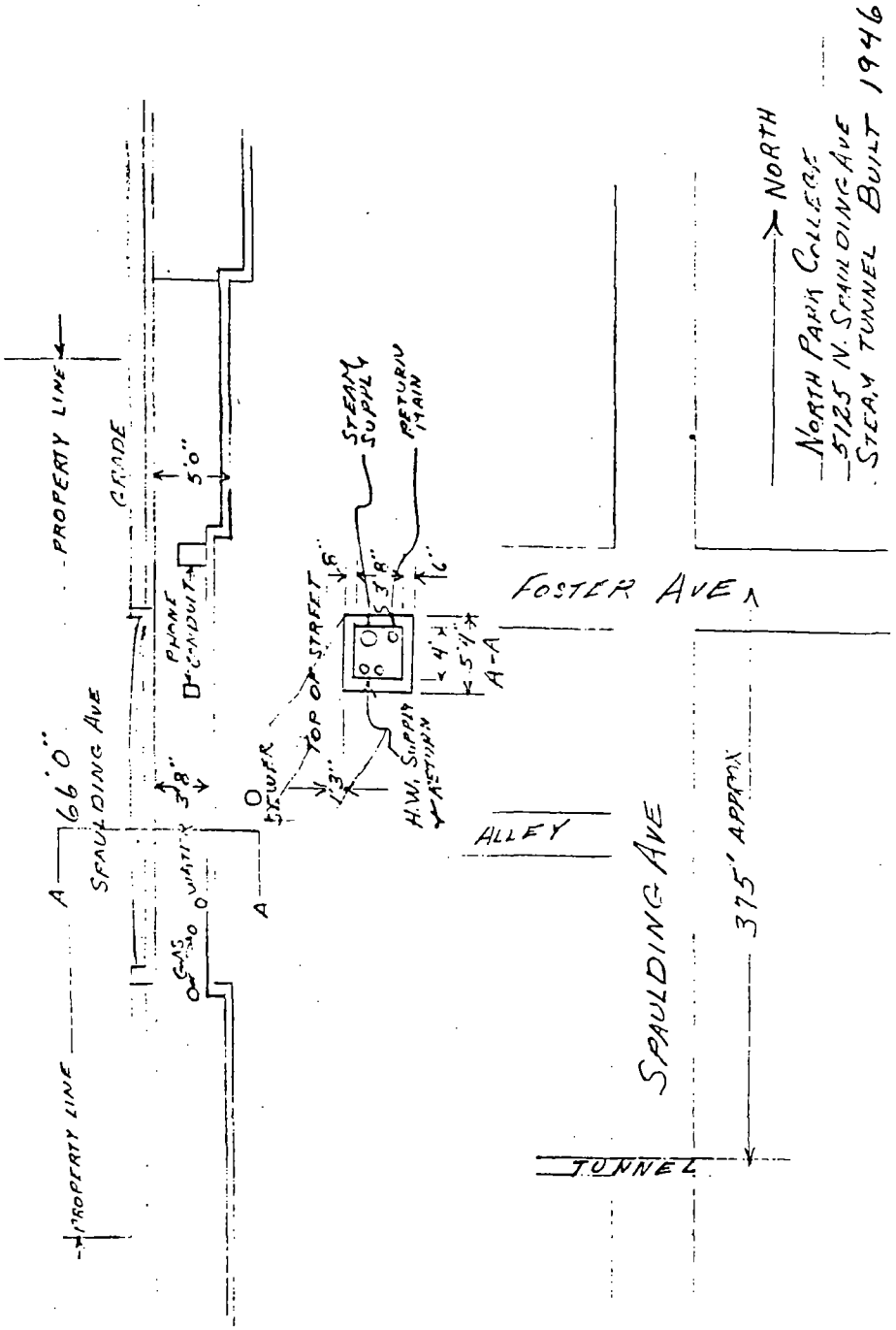
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck & Co., File No. 3, upon the terms and subject to the conditions of this ordinance, to maintain and use a hot water supply pipeline and return pipeline ten (10) inches in diameter, including prefabricated insulation; and an eight-inch iron pipe under and across West Cuyler Avenue approximately one hundred seventy-nine (179) feet east of the east line of North Cicero Avenue; said hot water heat supply pipeline to be used for the purpose of supplying heat from the premises at 4730 West Irving Park Road to 4035 North Cicero Avenue; said cast iron pipe to be used for fire protection purposes only at said locations. Authority herein granted shall be for a period of five (5) years from and after May 21, 1991.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 1054)

Ordinance associated with this drawing printed on pages 1047 through 1052 of this Journal.



(Continued from page 1052)

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall

be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

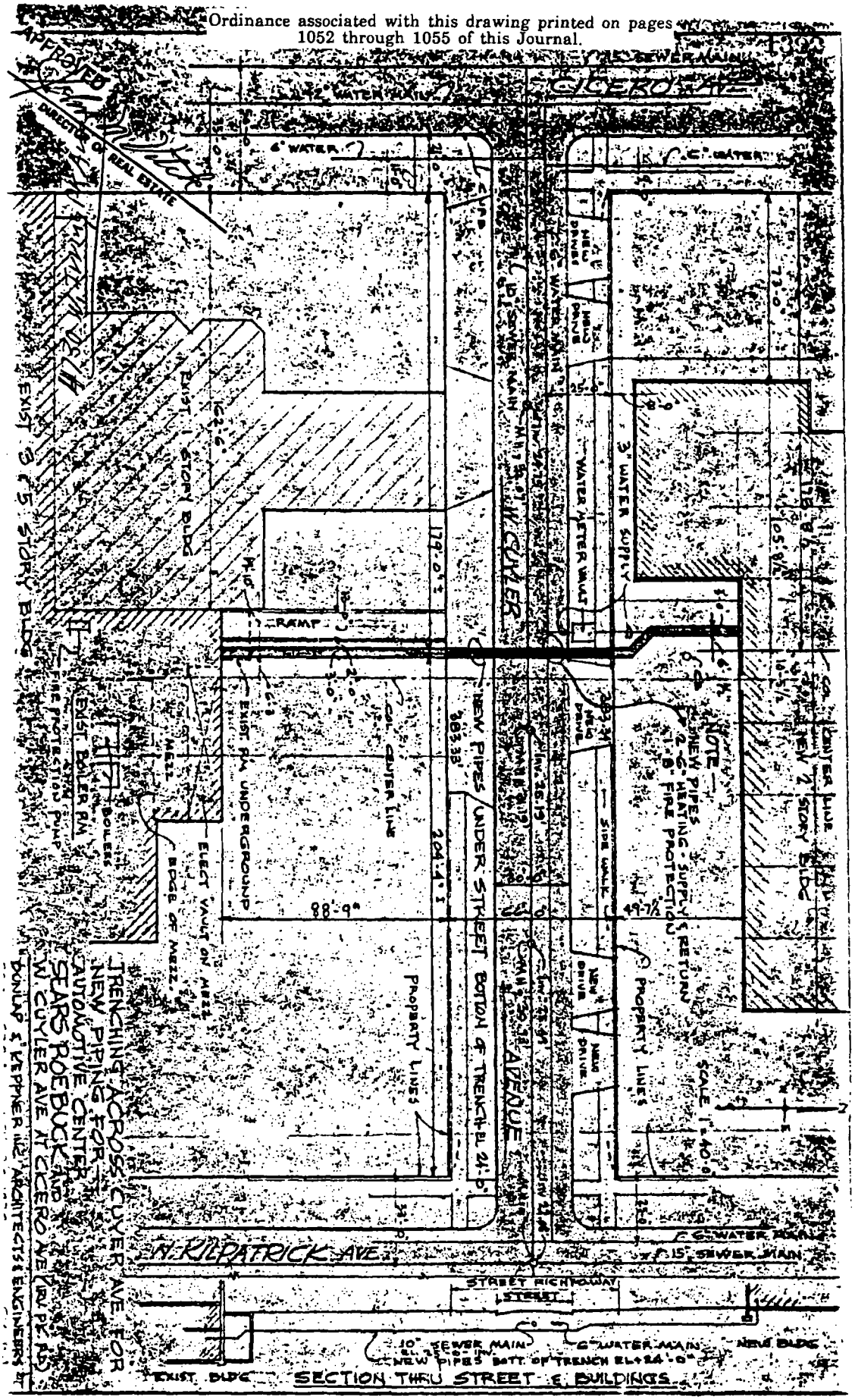
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1056 of this Journal.]

Ordinance associated with this drawing printed on pages 1052 through 1055 of this Journal.



Stein And Company Federal Center, Incorporated.

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

SECTION 1. Permission and authority are given and granted to Stein and Company Federal Center, Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use two (2) security cameras attached to the building known as 77 West Jackson Boulevard. Said security cameras shall be located thirteen (13) feet above grade and shall be two (2) feet long and one (1) foot wide each. Said privilege shall be used for the provision of security monitoring of the building. Authority 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 are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of

the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the

permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawings attached to this ordinance printed on pages 1060 through 1061 of this Journal.]

Tru-Test Manufacturing.

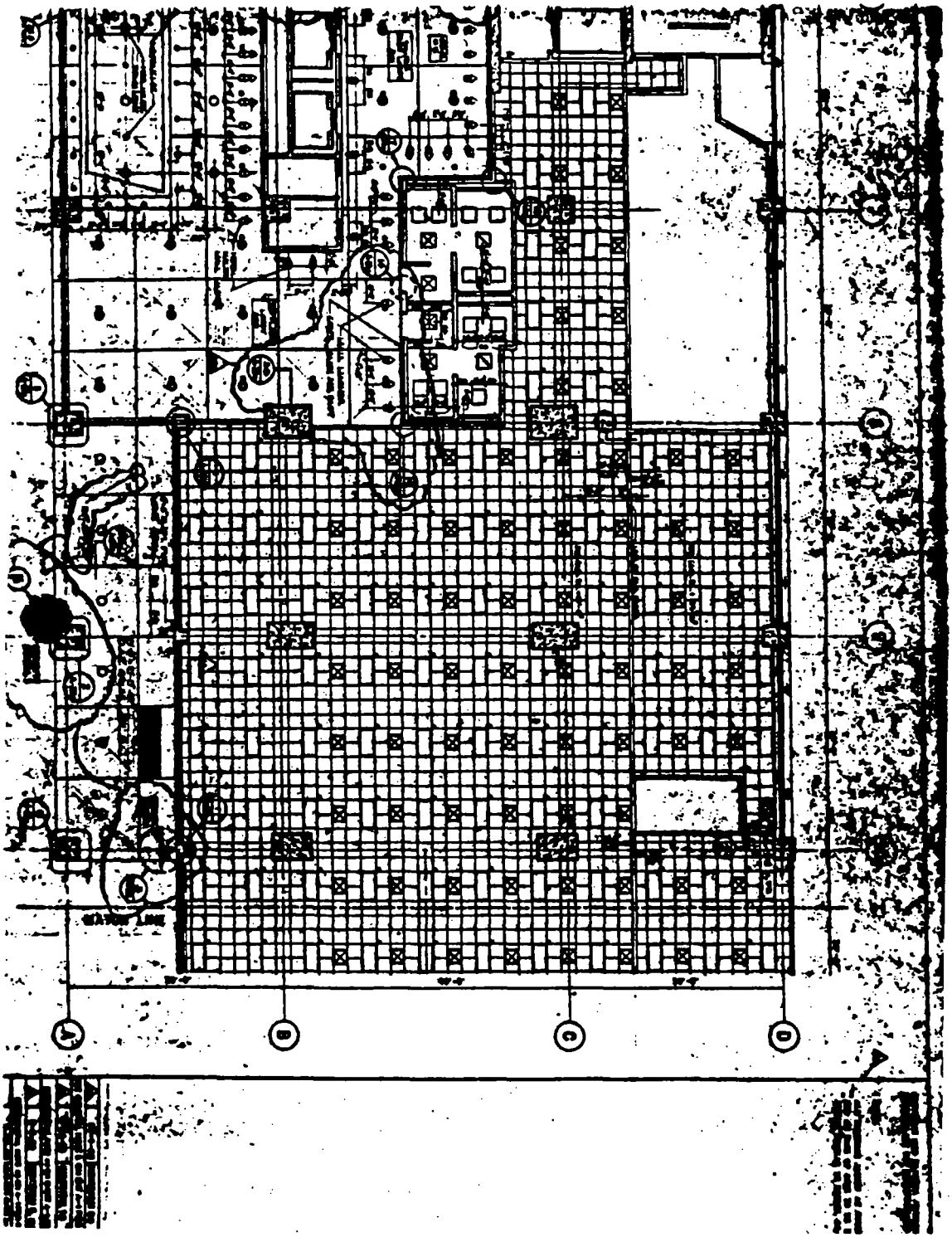
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Tru-Test Manufacturing, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) sample basin in the public way adjacent to its premises located at 823 West Blackhawk Street. Said basin shall be three (3) feet in diameter underneath West Blackhawk Street. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

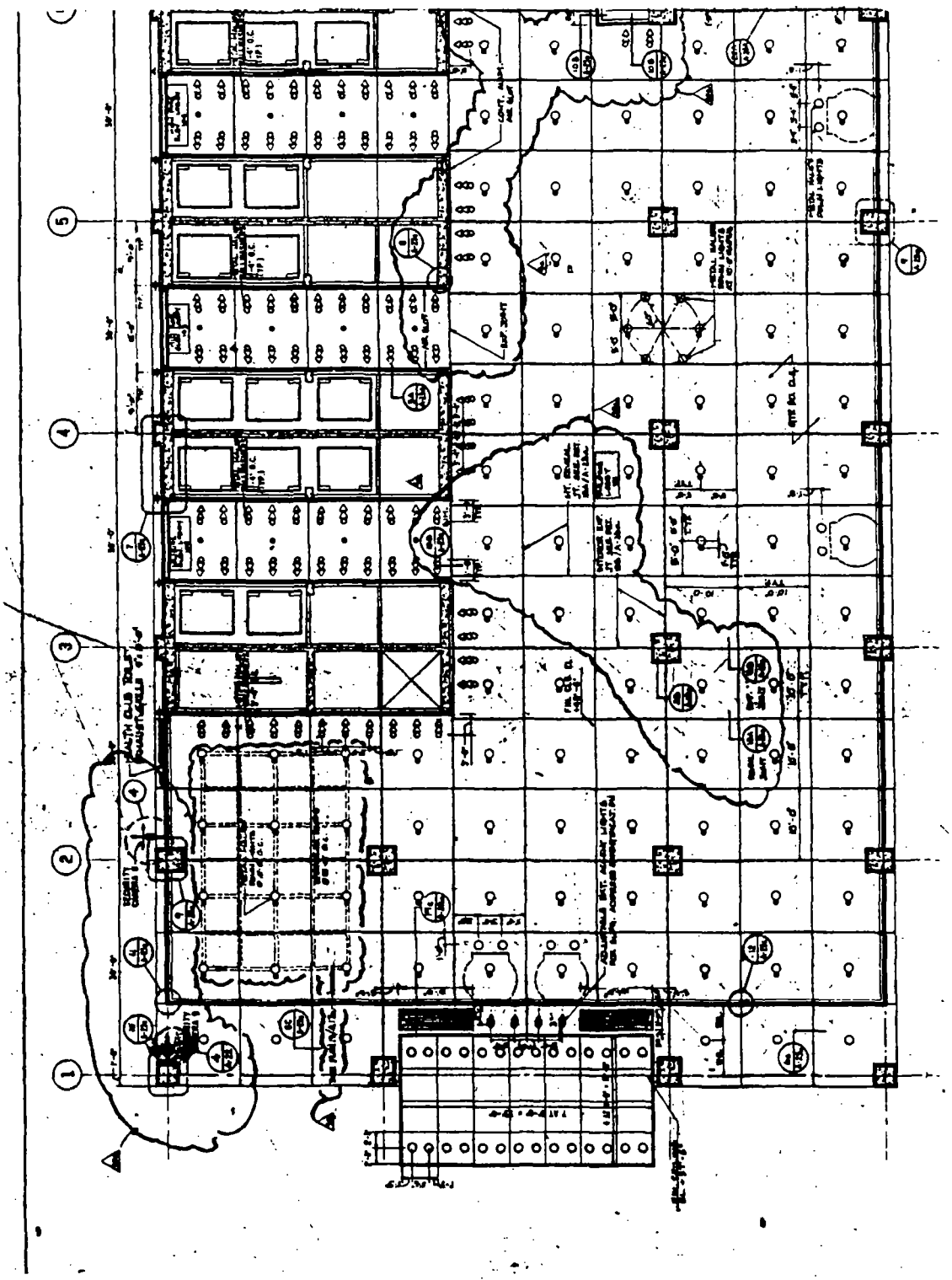
The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 1062)

Ordinance associated with this drawing printed on pages 1057 through 1059 of this Journal.



Ordinance associated with this drawing printed on pages 1057 through 1059 of this Journal.



(Continued from page 1059)

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall

be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

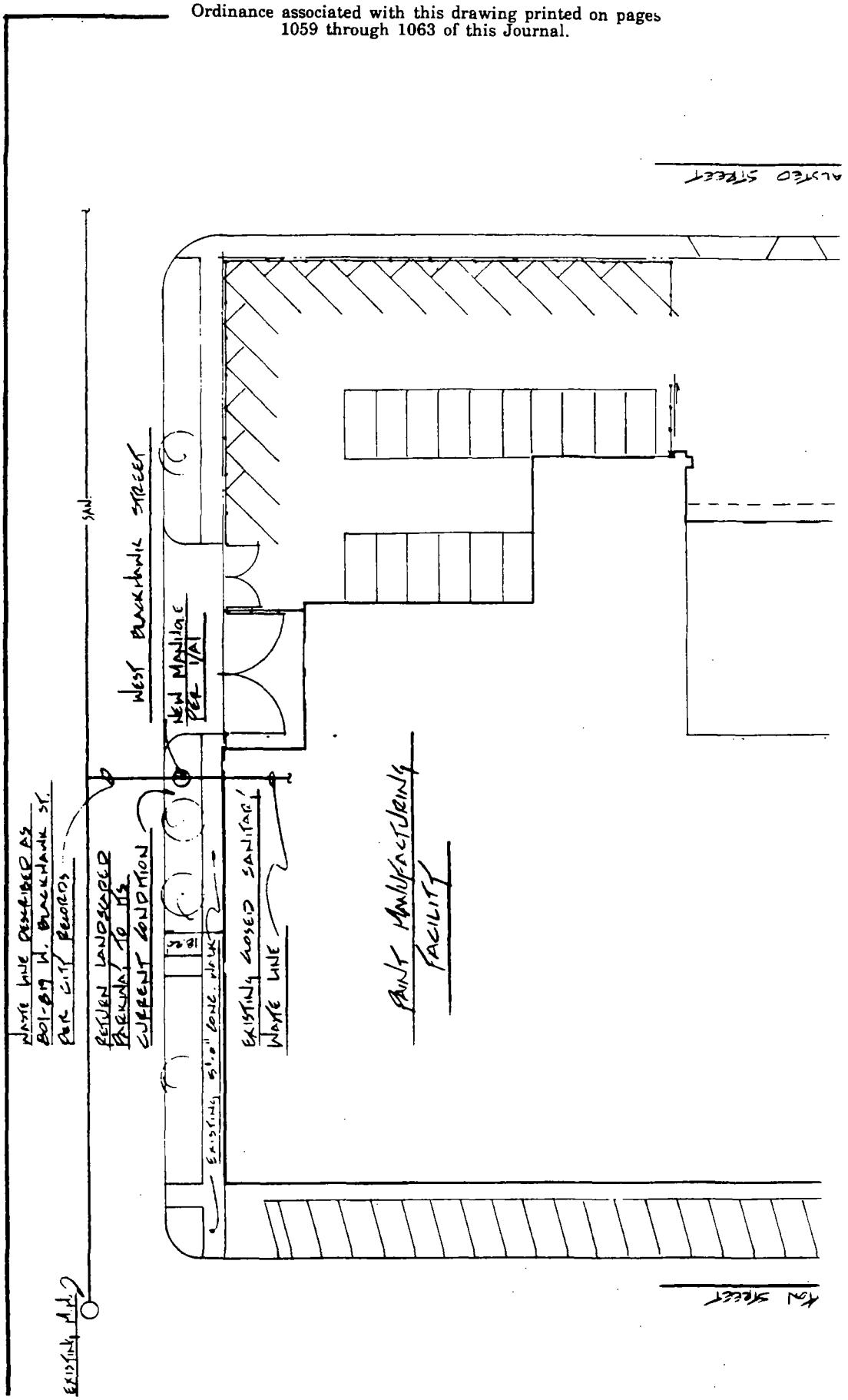
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1064 of this Journal.]

Ordinance associated with this drawing printed on pages 1059 through 1063 of this Journal.



University Of Chicago, File Number 15.
(East 57th Street)

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, File No. 15, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, an eighteen (18) inch cast iron conduit under and across East 57th Street at a point thirty-eight (38) feet west of the west property line of South Ingleside Avenue. Said conduit to be used for the purpose of conveying steam between the buildings of the University located on both sides of East 57th Street. Authority is herein granted for a period of five (5) years from and after date of June 28, 1991.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition

under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the

City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1068 of this Journal.]

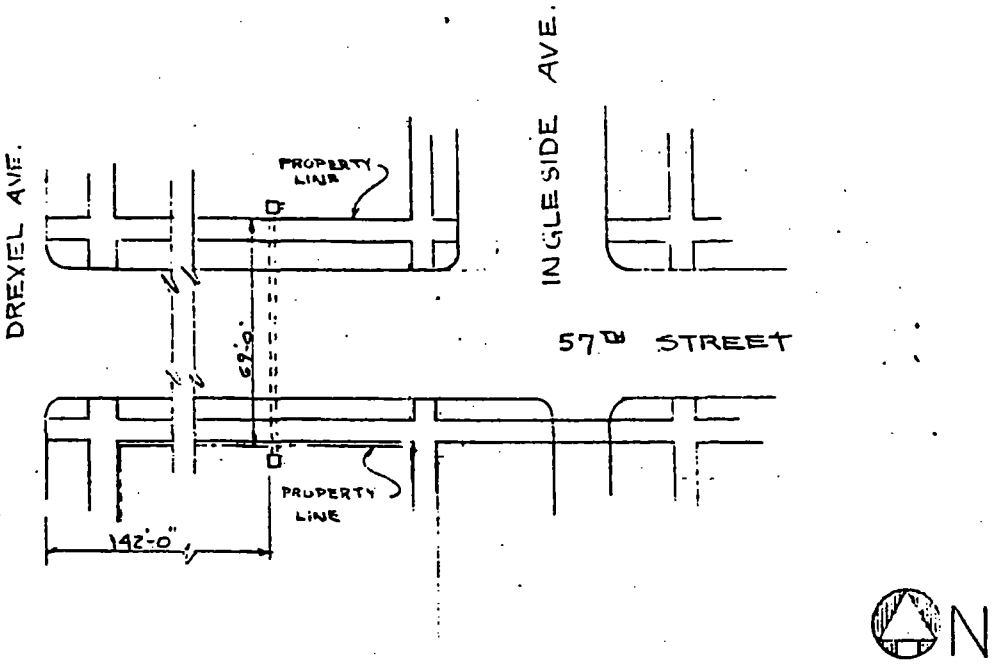
University Of Chicago, File Number 8.
(East 59th Street)

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

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, File No. 8, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a conduit containing a two-inch steam line, a one and one-quarter inch return line and a three-quarter inch air main beginning at an existing pipe tunnel under the west sidewalk in South University Avenue at a point three hundred fifty-seven (357) feet north of the north curb line of East 59th Street, thence proceeding southward approximately forty-five (45) feet, thence eastward under and across South University Avenue approximately three hundred twelve (312) feet north of the north curb line of East 59th Street, thence proceeding southward under the sidewalk on the east side of South

(Continued on page 1069)

Ordinance associated with this drawing printed on pages 1065 through 1067 of this Journal.



ORDINANCE DRAWING

A CONDUIT PIPE UNDER + ALONG W. SIDE OF INGLESIDE AVENUE. ALSO A 18" CAST IRON CONDUIT UNDER AND ACROSS 57TH ST.

THE UNIVERSITY OF CHICAGO
Office of Physical Planning and Construction
76-16

(Continued from page 1067)

University Avenue to a point approximately one hundred thirty-two (132) feet north of the north curb line of East 59th Street, thence turning east to enter private property at the east side of said sidewalk, together with such manholes and/or means of access as may be required for maintenance of said steam service pipes. Authority is herein granted for a period of five (5) years from and after May 10, 1991.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein

required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 1072 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS (CANOPIES).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which were referred (March 15 and April 12, 1991) proposed orders to issue permits for the construction, maintenance and use of sundry canopies at various locations, begs leave to recommend that Your Honorable Body *Pass* the proposed orders submitted herewith.

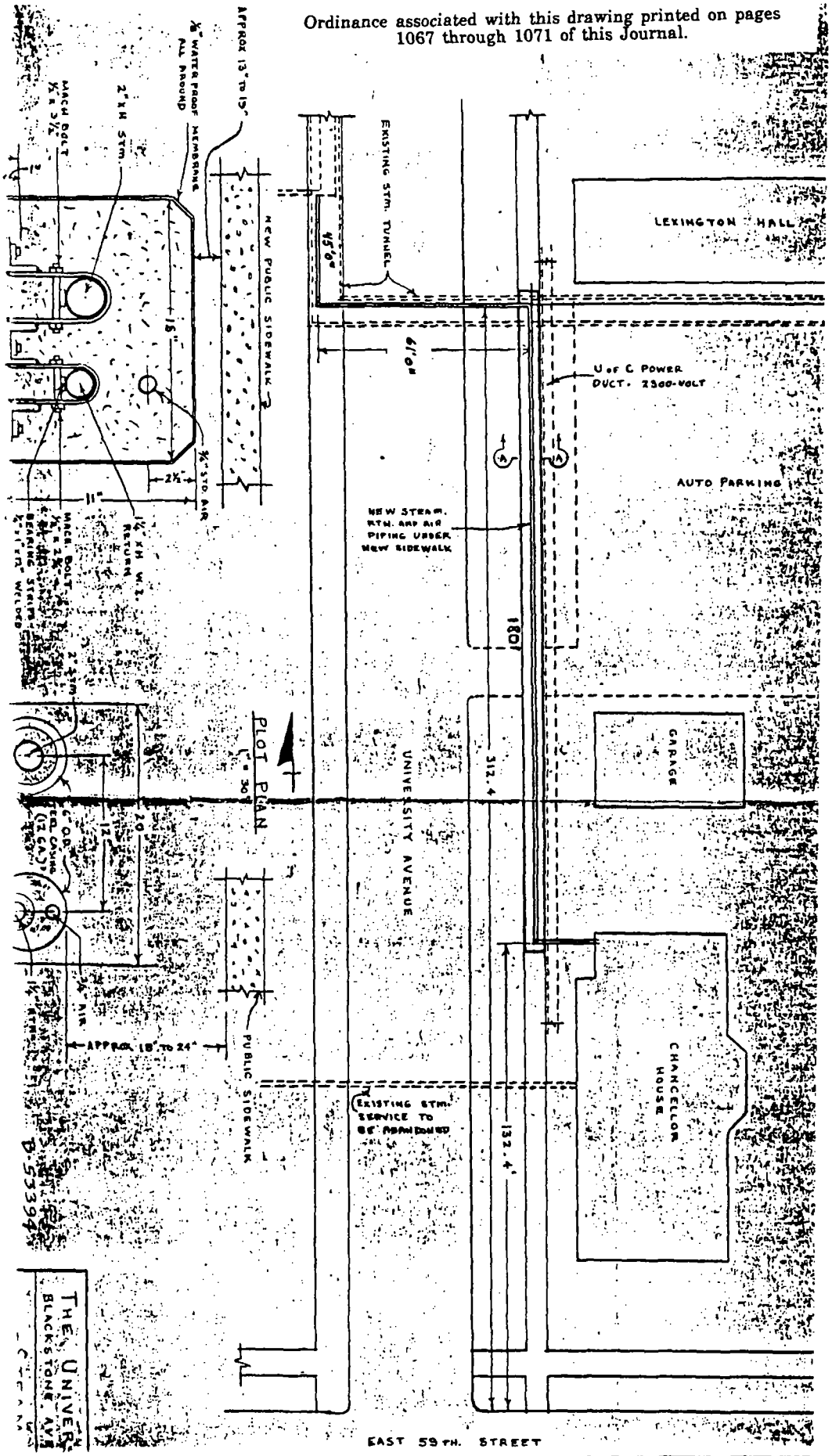
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

(Continued on page 1073)

Ordinance associated with this drawing printed on pages 1067 through 1071 of this Journal.



(Continued from page 1071)

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

American National Bank, Under Trust Number 43668: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to American National Bank, under Trust No. 43668 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Wabash Avenue attached to the building or structure located at 711 North Wabash Avenue for a period of three (3) years from and after March 1, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

American National Bank, Under Trust Number 64315: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to American National Bank, under Trust No. 64315 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Illinois Street attached to the building or structure located at 320 West Illinois Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 27 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars ($52.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ambassador House Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Ambassador House Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North State Parkway attached to the building or structure located at 1325 North State Parkway for a period of three (3) years from and after February 25, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 58 feet in length, nor 15 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-three and no/100 Dollars ($83.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Boston Blackie's: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Boston Blackie's ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Grand Avenue attached to the building or structure located at 164 West Grand Avenue for a period of three (3) years from and after January 27, 1991 in accordance with the

ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 9 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Carson's Sales Corp. (Doing Business As Carson's Ribs): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Carson's Sales Corp., doing business as Carson's Ribs ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Wells Street attached to the building or structure located at 612 North Wells Street for a period of three (3) years from and after February 25, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 9 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Chicago Title & Trust Company, Under Trust Number 1091559: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Title & Trust Company, under Trust No. 1091559 ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at 5112 -- 5114 West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 48 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-three and no/100 Dollars ($73.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The

Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Club Lago: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Club Lago ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Superior Street attached to the building or structure located at 331 West Superior Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Doarn, Ltd. (Doing Business As Benetton): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Doarn, Ltd., doing business as Benetton ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Halsted Street attached to the building or structure located at 2008 North Halsted Street for a period of three (3) years from and after January 28, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Dom-El Restaurants, Inc. (Doing Business As Carlucci): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Dom-El Restaurants, Inc., doing business as Carlucci ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North Halsted Street attached to the building or structure located at 2215 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 52 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-seven and no/100 Dollars ($77.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

The Edge/223 Chicago Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Edge/223 Chicago Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in West Chicago Avenue attached to the building or structure located at 225 West Chicago Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 44 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-nine and no/100 Dollars ($69.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Elan Boutique, Limited: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Elan Boutique, Limited ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Superior Street attached to the building or structure located at 27 East Superior Street for a

period of three (3) years from and after March 30, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Gepperth's Meat Market: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Gepperth's Meat Market ("Permittee") to maintain and use two (2) canopies over the public right-of-way in North Halsted Street attached to the building or structure located at 1970 North Halsted Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 5 feet, respectively, in length, nor 2 at 2 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Gino's East Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Gino's East Corporation ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Superior Street attached to the building or structure located at 160 East Superior Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Golden Lakes, Ltd. (Doing Business As Hang Loose Car Wash): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Golden Lakes, Ltd., doing business as Hang Loose Car Wash ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Western Avenue attached to the building or structure located at 4250 North Western Avenue for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Erwin C. Gruen: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Mr. Erwin C. Gruen ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Superior Street attached to the building or structure located at 226 West Superior Street for a period of three (3) years from and after October 30, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Inn Of Chicago Associates: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Inn of Chicago Associates ("Permittee") to maintain and use ten (10) canopies over the public right-of-way in East Ohio Street attached to the building or structure located at 162 East Ohio Street for a period of three (3) years from and after September 9, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1at 2 feet, 3 at 13 feet, 1 at 20 feet and 5 at 16 feet, respectively, in length, nor 1 at 1 foot, 7 at 3 feet and 2 at 5 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Five Hundred and no/100 Dollars ($500.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

International Business Machines Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to International Business Machines Corporation

("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Wabash Avenue attached to the building or structure located at 330 North Wabash Avenue for a period of three (3) years from and after November 18, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 110 feet in length, nor 17 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirty-five and no/100 Dollars ($135.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Jessica's Partnership (Doing Business As Scoozi): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Jessica's Partnership, doing business as Scoozi ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Huron Street attached to the building or structure located at 410 West Huron Street for a period of three (3) years from and after January

27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 36 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars ($61.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Joseph C. Joy: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Joseph C. Joy ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Addison Street attached to the building or structure located at 6122 West Addison Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 24 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in

advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Kitchen & Bath Showcase: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Kitchen & Bath Showcase, a division of Remco Federal, Inc. ("Permittee") to maintain and use five (5) canopies over the public right-of-way in North Wells Street attached to the building or structure located at 800 North Wells Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 12 feet; 1 at 13 feet; 1 at 15 feet and 2 at 16 feet, respectively, in length, nor 5 at 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars ($250.00) 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.

Kredable Auto Service: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Kredable Auto Service ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at 4932 West Fullerton Avenue for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 6 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Daniel C. Kunysz: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Daniel C. Kunysz ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Narragansett Avenue attached to the building or structure located at 3130 North Narragansett Avenue for a period of three (3) years from and after February 25, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 21 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

La Mena Travel Agency: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to La Mena Travel Agency ("Permittee") to construct, maintain and use two (2) canopies over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 1501 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 21 feet and 1 at 12 feet, respectively, in length, nor 2 at 2 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Lilly's Restaurant Sea Food And Mexican Cuisine: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lilly's Restaurant Sea Food and Mexican Cuisine ("Permittee") to maintain and use one (1) canopy over the public right-of-

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lilly's Restaurant Sea Food and Mexican Cuisine ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 2142 -- 2144 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 35 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty and no/100 Dollars ($60.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Lincoln West Hospital, Inc.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lincoln West Hospital, Inc. ("Permittee") to maintain and use one (1) 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, 1991 in accordance with the ordinances of the City of Chicago and the plans and

specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mexican Folk Arts: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Mexican Folk Arts ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 2433 North Clark Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

North Bank: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to North Bank ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Ohio Street attached to the building or structure located at 360 East Ohio Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 27 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars ($52.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Northwestern University: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Northwestern University ("Permittee") to construct, maintain and use three (3) canopies over the public right-of-way in East Chestnut Street attached to the building or structure located at 275 East Chestnut Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 3 at 15 feet, respectively, in length, nor 3 at 8 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Paul A. Parenteau: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Paul A. Parenteau ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Huron Street attached to the building or structure located at 224 -- 230 West Huron Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Pepita's Place: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Pepita's Place ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 2556 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Alex Polazkowjl: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Alex Polazkowjl ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 1823 North Milwaukee Avenue for a period of three (3) years from and after date of passage in

accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 24 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Residence Inn By Marriott Chicago-Downtown: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Residence Inn by Marriott Chicago-Downtown, ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Walton Street attached to the building or structure located at 201 East Walton Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in

advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ricci And Company: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Ricci and Company ("Permittee") to maintain and use three (3) canopies over the public right-of-way in West Superior Street attached to the building or structure located at 162 West Superior Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 10 feet and 1 at 7 feet, respectively, in length, nor 2 at 3 feet and 1 at 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Shaw's Crab House: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Shaw's Crab House ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Hubbard Street attached to the building or structure located at 21 East Hubbard Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

South Chicago Community Hospital Of Evangelical Health Systems: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to South Chicago Community Hospital of Evangelical Health Systems ("Permittee") to maintain and use one (1) 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, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 53 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-eight and no/100 Dollars ($78.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Gary J. Steinhafel: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Gary J. Steinhafel ("Permittee") to maintain and use two (2) canopies over the public right-of-way in North Southport Avenue attached to the building or structure located at 3435 North Southport Avenue for a period of three (3) years from and after September 9, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 46 feet and 83 feet, respectively, in length, nor 2 at 2 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-four and no/100 Dollars ($154.00) 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.

Szechwan House, Inc.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Szechwan House, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 600 North Michigan Avenue for a period of three (3) years from and after December 4, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Thomas M. Tomc (Doing Business As Fly-By-Nite Gallery): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Thomas M. Tomc, doing business as Fly-By-Nite Gallery ("Permittee") to maintain and use one (1) canopy over the public right-of-

way in North Wells Street attached to the building or structure located at 714 North Wells Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. William K. Wan, D.D.S., M.D.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to William K. Wan, D.D.S., M.D. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at 424 West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

2130 Lincoln Park West Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 2130 Lincoln Park West Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in Lincoln Park West attached to the building or structure located at 2130 Lincoln Park West for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

---

220 East Walton Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 220 East Walton Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Walton Street attached to the building or structure located at 220 East Walton Street for a period of three (3) years from and after February 25, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on May 9 and May 20, 1991) for grants of privilege in public ways.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Eastgate Associates (Doing Business As Rue Saint Clair Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Eastgate Associates, doing business as Rue Saint Clair Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 640 North Saint Clair Street. Said sidewalk cafe area shall be ninety-six (96) feet in length and fourteen (14) feet in width for a total of one thousand three hundred forty-four (1,344) square feet and shall begin six (6) feet from the face of the curb line along North Saint Clair Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $2,419.00/Seating: 100.

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 April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of

Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of

insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

John B. Incorporated (Doing Business As John Barleycorn Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to John B. Incorporated, doing business as John Barleycorn 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 658 West Belden Avenue. Said sidewalk cafe area shall be forty-five (45) feet in length and eleven (11) feet in width for a total of four hundred ninety-five (495) square feet and shall begin seven (7) feet from the face of the curb line along North Orchard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 5:00 P.M. to 10:00 P.M.
Friday, 5:00 P.M. to 11:00 P.M.
Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: $300.00/Seating: 39.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning June 1, 1991 through, and including, September 1, 1991.

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 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.

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 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, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, 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.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

GRANT OF PRIVILEGE TO CHICAGO DOCK AND CANAL TRUST FOR USE OF PUBLIC WAY ON PORTION OF NORTH COLUMBUS DRIVE FOR PARKING LOT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance to grant privilege in the public way, transmitted herewith (referred on May 20, 1991) to Chicago Dock and Canal Trust, to request the use of a portion of the public right-of-way on North Columbus Drive to be used as a parking lot.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Dock and Canal Trust ("Grantee") desires to use a portion of the public right-of-way in North Columbus Drive between East North Water Street and East Illinois Street located beneath the elevated Columbus Drive bridge structure; and

WHEREAS, The City of Chicago ("City") is a home rule unit of municipal government pursuant to Article VII, §6(a) of the Illinois Constitution of 1970, and as such may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The granting of permission and authority to Grantee for the use and occupancy of a portion of the North Columbus Drive public right-of-way is a matter relating to the government and affairs of the City; now, therefore,

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

SECTION 1. Permission and authority are hereby given and granted to Grantee, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a parking lot as shown on Exhibit A which is attached and incorporated including suitable paving, sewers and drainage, lighting, water and sprinkling system, gates and barriers, traffic and security systems and related appurtenances ("Facilities") in the public right-of-way in North Columbus Drive between East North Water Street and East Illinois Street beneath the elevated bridge structure used for Columbus Drive at that location ("Public Way").

The precise location of and specifications for the Facilities shall be as shown on drawings submitted by Grantee and approved by the City's Commissioner of Public Works which approval shall not be unreasonably withheld or denied. The Public Way and the Facilities shall be maintained and used in accordance with all applicable laws and regulations, with this and all other applicable ordinances of the City and with the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the

Commissioner of Public Works and the Commissioner of General Services. The Grantee shall keep the Public Way and the Facilities (but not the elevated bridge structure and its supports) 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.

Nothing in this ordinance shall be deemed an approval by the City of the design, construction, maintenance, operation, alteration or removal of the Facilities, nor shall anything in this ordinance be deemed a waiver of or shall excuse Grantee from any requirement of obtaining any required permit, approval or inspection. This ordinance shall be deemed permission and authority to use the Public Way.

SECTION 2. The permission and authority herein granted shall be for a period ending one (1) year after the date of completion of construction of the Facilities as certified by Grantee, This grant shall be deemed automatically renewed for nine (9) successive periods of one (1) year each ending on the anniversary of the date certified by Grantee, unless either party has terminated as provided in Section 4 of this ordinance. The City shall have no obligation to grant any further renewal authority.

SECTION 3. The Grantee shall pay to the City of Chicago as compensation for the privilege herein granted an initial fee of One Hundred Dollars ($100.00) prior to the issuance of the permit described in Section 8 hereof and an amount (the "Annual License Fee") as described below in this Section 3 for each twelve (12) month period ("Period") during the term of this license, commencing on the earlier of May 1, 1992 or the first day of the first month following the date that Grantee certifies that the construction of the Facilities is completed. The Grantee shall pay the Annual License Fee each year on or before sixty (60) days following the end of each Period.

The Annual License Fee for each Period shall be the sum of (A) Ten Thousand Dollars ($10,000.00) (the "Minimum Annual License Fee") plus (B) an amount (the "Additional Fee") equal to fifty percent (50%) of the net income generated by the Facilities ("Facilities Net Income") for such Period determined on an accrual basis and in accordance with the following provisions. As used herein, "Facilities Net Income" for each Period shall be calculated as the revenues received by the Grantee in respect of the Facilities less (a) all costs and expenses incurred by Grantee in connection with the operation and management of the Facilities, including but not limited to salaries of employees, materials and supplies, utilities, real estate taxes, if any, insurance and similar items specifically attributable to the Facilities and less (b) the sum of Fifty-five Thousand Dollars ($55,000.00) (the "Imputed Expense"), representing (i) the Ten Thousand Dollar ($10,000.00) Minimum Annual License Fee, (ii) an additional Ten Thousand Dollars ($10,000.00) to the benefit of the Grantee and corresponding to the City's Minimum Annual License Fee, and (iii) an agreed amount of Thirty-five Thousand Dollars ($35,000.00) for the annual amortization of the

estimated costs expected to be incurred by the Grantee in the construction of the Facilities. With each annual payment of the Annual License Fee, the Grantee shall deliver a detailed statement and written certificate of the Facilities Net Income for such Period signed by an officer of the Grantee.

In the event the Facilities Net Income for any Period results in a loss, the loss shall be considered an expense and carried forward in the succeeding Period or Periods, as the case may be. If any cost or expense has been accrued on an estimated basis or is not reasonably knowable at the time that the Grantee delivers its certificate of Facilities Net Income for any Period, then when the actual amount of such cost or expense is finally determined (and provided such cost or expense is specifically applicable to such a prior Period for which a certificate has been delivered), the Facilities Net Income and the Additional Fee for the relevant prior Period shall be recomputed. If such recomputation results in a lower Facilities Net Income and a lower Additional Fee for such prior Period, the Grantee shall receive a credit to be applied against the Annual License Fee(s) next becoming payable, in the amount of any such prior overpayment of the Additional Fee. If such recomputation results in a higher Facilities Net Income and a higher Additional Fee for such prior Period, such unpaid amount of the Additional Fee for such prior Period shall be added to, and be payable by the Grantee with the Annual License Fee next becoming payable.

It is acknowledged that the Facilities will be constructed and operated as part of a larger subsurface parking facility (the "Combined Facility") to be located partially on the Public Way and partially in Block 9 and Lot 3 of Block 8 in Cityfront Center. It is expected that approximately 25% of the parking spaces in the Combined Facility will be located in the Public Way and approximately 75% of the parking spaces will be located on the other portion of the Combined Facility. Accordingly, in determining the revenues allocable to the Facilities, the City and the Grantee have agreed that the revenues received by the Grantee in respect of the Combined Facility will be apportioned 25% to the Facilities and 75% to the other portion of the Combined Facility, regardless of actual use. In addition, if costs and expenses (other than capital expenditures) cannot be identified as attributable to a specific portion of the Combined Facility, then 25% of such costs and expenses shall be deemed specifically attributable to the Facilities and 75% of such costs and expenses shall be deemed specifically attributable to the other portion of the Combined Facility. In the event the privilege herein granted is terminated effective as of any date other than the last day of a Period, the Annual License Fee including the Minimum Annual License Fee, the Additional Fee and the Imputed Expense shall be prorated to the effective date of termination.

SECTION 4. The permission and authority granted in this ordinance is subject to termination by either Grantee or the City, either for cause or without cause at any time without the consent of the other party; provided, however, that Grantee may terminate only after actual completion of construction of the Facilities. The City may effect a termination for cause

only upon violation by Grantee of any term or condition of this ordinance, which continues for a period of thirty (30) days after written notice to Grantee of such violation. No party may terminate except upon thirty (30) days written notice to the other party. In the event the City terminates for cause, or in the event the Grantee terminates for any reason, Grantee shall not be entitled to any compensation. In the event the City terminates without cause, the City shall pay the Grantee as compensation for the Facilities (which shall become the property of the City upon termination) the amount shown below which corresponds to the number of remaining renewals of this grant of permission and authority available under Section 2:

Remaining Renewals	Payment
9	$315,000
8	280,000
7	245,000
6	210,000
5	175,000
4	140,000
3	105,000
2	70,000
1	35,000

The above scheduled payments are calculated as of the last day of the applicable Period preceding the stated number of remaining renewals. In the event the City terminates without cause effective as of a date other than the last day of a Period, then there shall be added to the above scheduled payment the prorated portion of the $35,000.00 amortization for such Period, based on the number of days remaining in such Period after the effective date of such termination. In addition to such payment, in the event that the City terminates without cause, the City shall pay the Grantee the amount of any unpaid credit owed to Grantee on account of any recomputation of the Facilities Net Income and overpayment of the Additional Fee for a Period, as described in Section 3.

Prior to termination, or prior to expiration without a renewal having been obtained, the Grantee shall repair and restore the Public Way to good repair and condition, shall remove all personal property, and all fixtures, except

the Facilities, from the Public Way and shall install barriers to prevent vehicular access to the Public Way from the remainder of the Combined Facility. Upon termination or expiration, the Grantee shall tender possession of the Public Way and the Facilities in good repair and condition. Such restoration, removal, installation of barriers, and tender shall be conditions precedent to Grantee's right to terminate. Upon such tender, and upon acceptance by the City, title to the Facilities shall vest in the City.

SECTION 5. The City retains the right to enter the Public Way for the inspection, maintenance, service, repair and replacement of the bridge structure, at any time. If the Grantee's use of the Public Way is interrupted for more than one week in any month, the City shall give the Grantee a reduction in the annual compensation due for such year in an amount that is proportional to the Grantee's loss of use.

SECTION 6. The Grantee shall indemnify and hold and save the City of Chicago, its agent and employees harmless from any and all claims, liability, cost and expense, including actual attorneys' fees, judgments, costs and damages, arising out of the construction, installation, use, operation, maintenance, repair, replacement, removal, or alteration of the Facilities or the Grantee's use of the Public Way including any claim for nuisance, for improper use of the Public Way, for damage or destruction of property or for personal injuries to or deaths of persons.

SECTION 7. The Grantee shall obtain and keep in full force and effect, at Grantee's sole cost and expense, the following insurance:

A. Worker's Compensation And Occupational Disease Insurance

Workers Compensation and Occupational Disease Insurance, in statutory amounts covering all employees who are to provide a service in connection with this ordinance. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

B. Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operation, explosion, collapse and underground, independent contractors, and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

C. Railroad Protective Liability Insurance

In addition to the above, when any work is to be done adjacent to or on transit property, the Grantee shall provide, with respect to the operations that the Grantee, its contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of transit entity. The policy shall have limits of not less than $2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

D. Automobile Liability Insurance

When any motor vehicles are used in connection with the Facilities or the Public Way the Grantee shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as additional insured.

E. Professional Liability

When any architects, engineers, or consulting firms perform substantial work in connection with the Facilities or the Public Way, Grantee shall cause Professional Liability Insurance to be maintained with limits of $500,000. The policy shall include Prior Acts coverage and/or Extended Reporting Period.

F. Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used in connection with the Facilities or the Public Way, Valuable Papers Insurance shall be maintained with respect to such papers maintained by Grantee in amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

The Grantee or its contractor will furnish the City of Chicago, Department of General Services with original Certificates of Insurance evidencing that

the required coverages are to be in force on the date of the permit described in Section 8, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this ordinance.

The insurance specified in Subsections C (if applicable), E and F shall be carried until all work required above is completed as certified by Grantee. The insurance specified in Subsections A, B and, to the extent applicable, D shall be carried at all such times to cover claims arising from or in connection with Grantee's use of the Public Way pursuant to this ordinance.

The Grantee shall require all contractors and subcontractors to carry the insurance required herein or may provide the coverage for any or all contractors and subcontractors, and, if so the evidence of insurance submitted shall so stipulate.

To the extent it does not invalidate policies of insurance the Grantee shall waive and shall cause each of its contractors and subcontractors to waive their rights of subrogation against the City of Chicago, including its appointed and elected officials, agents and employees. In the event Grantee shall obtain a waiver from any contractor or subcontractor for itself, it shall obtain a similar waiver for the City.

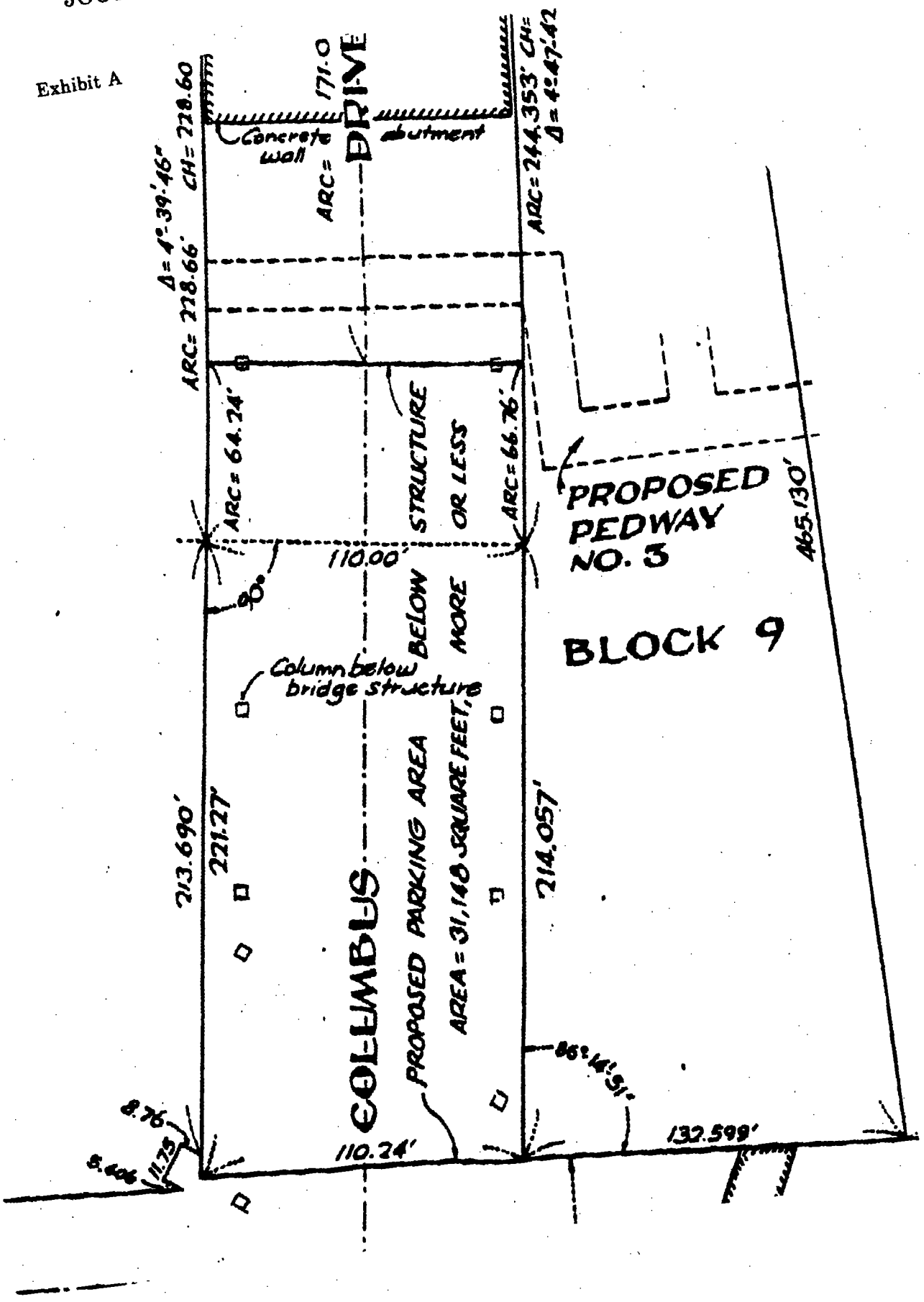
The City of Chicago maintains the right to reasonably modify, delete, alter or change these requirements, so as to maintain at all times insurance that is commercially reasonable under the circumstances.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing it shall have been issued by the Commissioner of General Services. Such permit shall be, at all times, subject to Grantee's strict compliance with and performance of all the conditions and provisions of this ordinance, including the obligation to indemnify, keep and save harmless the City of Chicago, and its agents and employees, and the obligation to provide insurance.

SECTION 9. This ordinance shall take effect and be in force from and after its passage; provided that Grantee shall first file a written acceptance of this ordinance with the Commissioner of General Services, and provided further, that proof of insurance and indemnification, as herein required, shall be first deposited with payment of the initial fee to the Department of General Services.

[Exhibit "A" attached to this ordinance printed on page 1122 of this Journal.]

Exhibit A


DRIVE
COLUMBUS
Concrete wall
abutment
171.0
ARC= 244.353' CH=
Δ= 4°47'42"
ARC= 228.60
CH= 228.60
Δ= 4°39'46"
ARC= 228.66'
ARC= 64.24'
ARC= 66.76'
110.00'
STRUCTURE
OR LESS
BELOW
MORE
Column below bridge structure
PROPOSED PEDWAY NO. 3
BLOCK 9
465.130'
213.690'
221.27'
214,057'
PROPOSED PARKING AREA
AREA = 31,148 SQUARE FEET,
110.24'
86°14'51"
132.599'
8.76
11.75
8.406

DRAFTING OF ORDINANCE FOR WIDENING OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST JACKSON BOULEVARD, WEST VAN BUREN STREET, SOUTH PLYMOUTH COURT AND SOUTH STATE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance to grant privilege in the public way, transmitted herewith (referred on May 20, 1991) to the Harold Washington Library, to request the widening of the alley.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to prepare an ordinance for the widening of 10 feet on the south side of the first east-west 10-foot public alley north of West Van Buren Street and the widening of 10 feet on the east side of the north-south 10-foot public alley in the block bounded by West Jackson Boulevard, West Van Buren Street, South Plymouth Court and South State Street, for the City of Chicago (Department of Planning) (File No. 16-1-91-1579).

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

[Plat attached to this ordinance printed on page 1125 of this Journal.]

AUTHORIZATION FOR ALLEY IMPROVEMENTS BY SPECIAL ASSESSMENT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed improvement ordinances transmitted herewith (referred on April 12, 1991) submitted by the Board of Local Improvements.

(Continued on page 1126)

Ordinance associated with this plat printed on pages 1123 through 1124 of this Journal.

"A"

G.W. Snow's Subdivision of Blk.139 School Section Addition to Chicago Sec.16-39-14

"B"

Assessor's Sub. of Lots 2,5,8,11,14,17,20&23 in Blk.139 School Section Addition to Chicago Sec.16-39-14

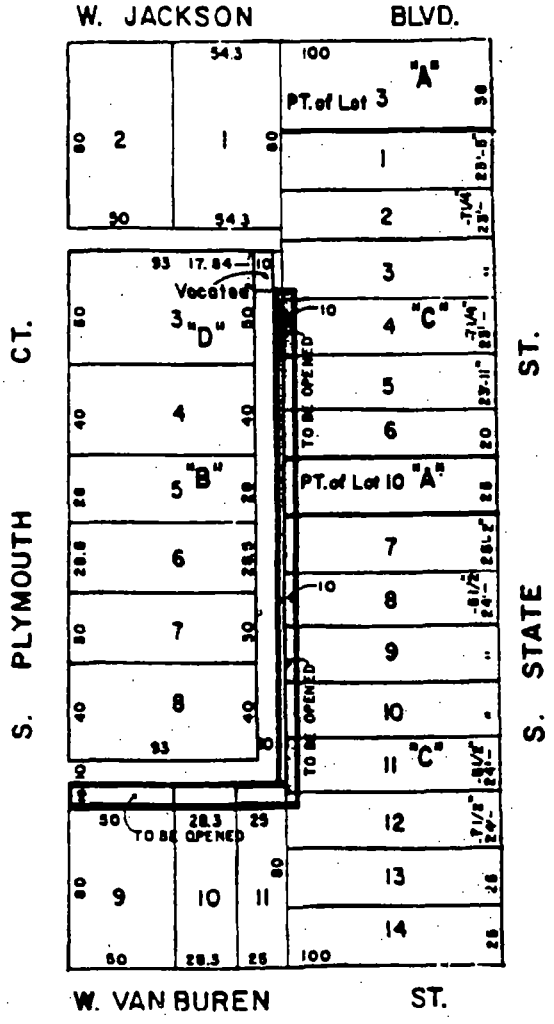
"C"

Resubdivision of part of Blk.139 School Sec.Add. by Superior Court, in Partition of Lots 4,9,15,16,21&22 also the N.1/2 of Lot 10 & Lot 3 exc.the N.38ft.thereof,in Blk.139 School Section Addition to Chicago Sec.16-39-14.

"D"

Vacated by ordinance Passed Apr.22,1981
Rec. June.17,1981 Doc.25908645

DR. No. 16-1-91-1578



(Continued from page 1124)

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

The following are descriptive summaries of said improvement ordinances as passed:

Roadway Between West Berwyn Avenue, West Foster Avenue, North Olcott Avenue And North Oleander Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West Berwyn Avenue, West Foster Avenue, North Olcott Avenue and North Oleander Avenue.

Roadway Between West Cornelia Avenue, West Forest Preserve Avenue, North Plainfield Avenue And North Pontiac Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West Cornelia Avenue, West Forest Preserve Avenue, North Plainfield Avenue and North Pontiac Avenue.

Alley Between West Foster Avenue, West Carmen Avenue, North Nashville Avenue And North Natoma Avenue.

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Foster Avenue, West Carmen Avenue, North Nashville Avenue and North Natoma Avenue; also that part of the roadway from a line parallel with and twenty (20) feet east of the west line of North Nashville Avenue to the west line of North Nashville Avenue; in the City of Chicago, County of Cook and State of Illinois.

Roadway Between West Gregory Street, West Higgins Avenue, North Nottingham Avenue And North Mont Clare Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West Gregory Street, West Higgins Avenue, North Nottingham Avenue and North Mont Clare Avenue.

Alley Between East Marquette Road, East 67th Street, South Ingleside Avenue And South Drexel Avenue.

An ordinance for constructing a twelve (12) inch tile pipe sewer with two (2) new concrete manholes 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 Marquette Road, East 67th Street, South Ingleside Avenue and South Drexel Avenue; also that part of the north and south roadway from a line parallel with and sixteen (16) feet north of the south line of East Marquette Road to the south line of East Marquette Road; also that part of the north and south roadway from a line parallel with and twelve (12) feet south of the north line of East 67th Street to the north line of East 67th Street; in the City of Chicago, County of Cook and State of Illinois.

Roadway Between West Montrose Avenue, West Berteau Avenue, North Mulligan Avenue And North Narragansett Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West Montrose Avenue, West Berteau Avenue, North Mulligan Avenue and North Narragansett Avenue; also that part of the roadway from a line parallel with and twelve (12) feet west of the east line of North Narragansett Avenue to the east line of North Narragansett Avenue.

Roadway Between West Summerdale Avenue, West Berwyn Avenue, North Overhill Avenue And North Ozanam Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between West Summerdale Avenue, West Berwyn Avenue, North Overhill Avenue and North Ozanam Avenue.

Alley Between West Thorndale Avenue, West Ardmore Avenue, North Christiana Avenue And North Kimball Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Thorndale Avenue, West Ardmore Avenue, North Christiana Avenue and North Kimball Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West Ardmore Avenue to the north line of West Ardmore Avenue; in the City of Chicago, County of Cook and State of Illinois.

Roadway Between West Warner Avenue, West Belle Plaine Avenue, North Western Avenue And North Campbell Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West Warner Avenue, West Belle Plaine Avenue, North Western Avenue and North Campbell Avenue; also that part of the north and south roadway from a line parallel with and twenty-one (21) feet north of the south line of West Warner Avenue to the south line of West Warner Avenue; also that part of the north and south roadway from a line parallel with and twenty-one (21) feet south of the north line of West Belle Plaine Avenue to the north line of West Belle Plaine Avenue.

Roadway Between Warren Park, West Arthur Avenue, North Oakley Avenue And North Claremont Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between Warren Park, West Arthur Avenue, North Oakley Avenue and North Claremont Avenue; also that part of the roadway from a line parallel with and eighteen

Park, West Arthur Avenue, North Oakley Avenue and North Claremont Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of North Oakley Avenue to the west line of North Oakley Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet west of the east line of North Claremont Avenue to the east line of North Claremont Avenue.

Alleys Between East 35th Street, East 37th Street, South Dr. Martin Luther King, Jr. Drive And South Calumet Avenue.

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 35th Street, East 37th Street, South Dr. Martin Luther King, Jr. Drive and South Calumet Avenue; also that part of the first east and west roadway south of East 35th Street from a line parallel with and ten (10) feet west of the east line of South Calumet Avenue to the east line of South Calumet Avenue; also that part of East 35th Street from a line parallel with and ten (10) feet west of the east line of South Calumet Avenue to the east line of South Calumet Avenue; in the City of Chicago, County of Cook and State of Illinois.

Roadway Between East 71st Street, East 72nd Street, South St. Lawrence Avenue And South Rhodes Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 71st Street, East 72nd Street, South St. Lawrence Avenue and South Rhodes 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 East 72nd Street to the north line of East 72nd Street.

Roadways Between East 72nd Street, East 72nd Place, South Blackstone Avenue And South Dorchester Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between East 72nd Street, East 72nd Place, South Blackstone Avenue and South Dorchester Avenue; also that part of the east and west roadway from a line parallel with and fourteen (14) feet west of the east line of South Dorchester Avenue.

Alleys Between East 78th Street, East 78th Place, South Coles Avenue And South Exchange Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 78th Street, East 78th Place, South Coles Avenue and South Exchange Avenue; also that part of the northeasterly and southwesterly alley from a line parallel with and fourteen (14) feet northeasterly of the southwesterly line of South Coles Avenue to the southwesterly line of South Coles Avenue; also excepting the ten (10) foot northeasterly and southwesterly roadway first northwesterly of the northwesterly line of East 78th Place; in the City of Chicago, County of Cook and State of Illinois.

Roadway Between West 79th Place, West 80th Street, South St. Louis Avenue And South Central Park Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West 79th Place, West 80th Street, South St. Louis Avenue and South Central Park Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 79th Place to the south line of West 79th Place; 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.

Roadway Between East 79th Street, East 80th Street, South Saginaw Avenue and South Colfax Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 79th Street, East 80th Street, South Saginaw Avenue and South Colfax 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 East 80th Street to the north line of East 80th Street; also that part of the east and west roadway from a line parallel with and nineteen (19) feet east of the west line of South Saginaw Avenue to the west line of South Saginaw Avenue.

Roadway Between East 80th Street, East 81st Street, South South Shore Drive And South Coles Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 80th Street, East 81st Street, South South Shore Drive and South Coles Avenue; also,that part of the roadway from a line parallel with and twenty (20) feet north of the south line of East 80th Street to the south line of East 80th Street; also that part of the roadway from a line parallel with and twenty (20) feet south of the north line of East 81st Street to the north line of East 81st Street.

Roadways Between East 81st Street, East 82nd Street, South Chappel Avenue And South Jeffery Boulevard.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between East 81st Street, East 82nd Street, South Chappel Avenue and South Jeffery Boulevard; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of East 81st Street to the south line of East 81st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of East 82nd Street to the north line of East 82nd Street.

Roadway Between East 83rd Street, South South Chicago Avenue, South Merrill Avenue And South Clyde Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 83rd Street, South South Chicago Avenue, South Merrill Avenue and South Clyde Avenue; also that part of the north and south roadway from a line parallel with and eleven (11) feet north of the south line of East 83rd Street to the south line of East 83rd Street; also that part of the northwesterly and southeasterly alley from a line parallel with and twenty-four (24) feet southeasterly of the west line of South Merrill Avenue to the west line of South Merrill Avenue.

Roadways Between East 84th Street, East 85th Street, South Bennett Avenue And South Constance Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between East 84th Street, East 85th Street, South Bennett Avenue and South Constance 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.

Roadway Between East 87th Street, East 88th Street, South Harper Avenue And South Blackstone Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 87th

Street, East 88th Street, South Harper Avenue and South Blackstone Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of East 88th Street to the north line of East 88th Street; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of South Harper Avenue to the west line of South Harper Avenue.

Roadway Between East 88th Street, East 89th Street, South Crandon Avenue And South Luella Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 88th Street, East 89th Street, South Crandon Avenue and South Luella Avenue; also that part of the north and south roadway from a line parallel with and seventeen (17) feet north of the south line of East 88th Street to the south line of East 88th Street.

Roadway Between East 88th Street, East 89th Street, South East End Avenue And South Cornell Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 88th Street, East 89th Street, South East End Avenue and South Cornell Avenue.

Roadway Between East 91st Street, East 92nd Street, South Woodlawn Avenue And South University Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 91st Street, East 92nd Street, South Woodlawn Avenue and South University 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 East 92nd Street to the

north line of East 92nd Street; also that part of the east and west roadway from a line parallel with and twenty (20) feet east of the west line of South Woodlawn Avenue to the west line of South Woodlawn Avenue.

Roadway Between West 92nd Street, West 93rd Street, South Halsted Street And South Green Street.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West 92nd Street, West 93rd Street, South Halsted Street and South Green Street.

Roadway Between West 92nd Place, West 93rd Street, South Marshfield Avenue And South Beverly Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West 92nd Place, West 93rd Street, South Marshfield Avenue and South Beverly Avenue; 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 Marshfield Avenue to the west line of South Marshfield Avenue.

Roadway Between 96th Street, East 97th Street, South Avalon Avenue And South Woodlawn Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 96th Street, East 97th Street, South Avalon Avenue and South Woodlawn Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the north line of East 96th Street to the south line of East 96th 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 97th Street to the north line of East 97th Street.

Roadway Between East 102nd Street, East 103rd Street, South Calhoun Avenue And South Bensley Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between East 102nd Street, East 103rd Street, South Calhoun Avenue and South Bensley 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 East 103rd Street to the north line of East 103rd Street.

Roadways Between West 105th Street, West 107th Street, South Central Park Avenue And South Millard Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between West 105th Street, West 107th Street, South Central Park Avenue and South Millard Avenue; in the City of Chicago, County of Cook and State of Illinois.

Roadways Between West 106th Place, West 107th Street, South Wentworth Avenue and C.&W.I. Railroad Right-Of-Way.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between West 106th Place, West 107th Street, South Wentworth Avenue and C. & W. I. Railroad right-of-way; also that part of the first north and south roadway east of railroad right-of-way, from a line parallel with and nineteen (19) feet north of the south line of West 106th Place to the south line of West 106th Place; also that part of the second north and south roadway east of the railroad right-of-way, from a line with and eighteen (18) feet south of the north line of West 107th Street to the north line of West 107th Street.

Roadways Between West 113th Street, West 114th Street, South Yale Avenue And South Princeton Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 113th Street, West 114th Street, South Yale Avenue and South Princeton 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 South Yale Avenue to the west line of South Yale Avenue; also that part of the east and west roadway from a line parallel with and twenty (20) feet west of the east line of South Princeton Avenue to the east line of South Princeton Avenue; in the City of Chicago, County of Cook and State of Illinois.

Roadway Between West 117th Street, West 118th Street, South Peoria Street And South Sangamon Street.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West 117th Street, West 118th Street, South Peoria Street and South Sangamon Street; also that part of the roadway from a line parallel with and nineteen (19) feet north of the south line of West 117th Street to the south line of West 117th Street; also that part of the roadway from a line parallel with and nineteen (19) feet south of the north line of West 118th Street to the north line of West 118th Street.

Roadways Between West 118th Street, West 119th Street, South Perry Avenue And South LaSalle Street.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between West 118th Street, West 119th Street, South Perry Avenue and South LaSalle Street; also that part of the first east and west roadway south of West 118th Street from a line parallel with and eighteen (18) feet east of the west line of South

Perry Avenue to the west line of South Perry Avenue; also that part of the first east and west roadway south of West 118th Street and from a line parallel with and seventeen (17) feet west of the east line of South LaSalle Street to the east line of South LaSalle Street.

Roadways Between West 118th Street, West 119th Street, South Stewart Avenue And South Eggleston Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between West 118th Street, West 119th Street, South Stewart Avenue and South Eggleston Avenue; also that part of the first east and west roadway north of West 119th Street from a line parallel with and twenty (20) feet east of the west line of South Stewart Avenue to the west line of South Stewart Avenue; also that part of the first east and west roadway north of West 119th Street from a line parallel with and twenty (20) feet west of the east line of South Eggleston Avenue to the east line of South Eggleston Avenue.

Roadway Between West 119th Street, West 120th Street, South Harvard Avenue And South Stewart Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West 119th Street, West 120th Street, South Harvard Avenue and South Stewart 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 120th Street to the north line of West 120th 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 Harvard Avenue to the west line of South Harvard Avenue.

Roadway Between West 120th Street, West 121st Street (Railroad Right-Of-Way), South Princeton Avenue And South Harvard Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West 120th Street, West 121st Street (R.R. R.O.W.), South Princeton Avenue and South Harvard Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 120th Street to the south line of West 120th Street.

Roadways Between West 125th Street, West 126th Street, South Yale Avenue And South Princeton Avenue.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadways between West 125th Street, West 126th Street, South Yale Avenue and South Princeton Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 126th Street to the north line of West 126th Street.

Roadway Between West 126th Place, West 127th Street, South Parnell Avenue And South Wallace Street.

An ordinance for constructing an alley with eight (8) inches of portland cement concrete and otherwise improving the roadway between West 126th Place, West 127th Street, South Parnell Avenue and South Wallace Street.

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on May 14, 1991, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Numbers 10626 and 10742 which failed to meet the committee's approval and were unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers: A-2824, A-2843, 10756, 10765, 10724, 10726, 10685 -- a Business Planned Development, 10737 -- an Institutional Planned Development Number 378, and 10739 -- an Institutional Planned Development.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations:

2058 West Washburne and 5029 South Racine Avenues.

I ask that the record reflect the withdrawal of two Application Numbers A-2829 (Map No. 9-H) and 10727 (Map No. 4-F).

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Numbers 10769 and A-2843, which I move for immediate passage today because time is of the essence on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

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

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

Reclassification Of Area Shown On Map Number 5-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-4 Restricted Commercial District symbols and indications as shown on Map No. 5-F in the area bounded by:

the alley next north of and parallel to West Grant Place, a line 282 feet west of North Sedgwick Street; West Grant Place; and a line 470 feet west of North Sedgwick Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 5-N in area bounded by:

a line 37.5 feet north of the alley next north of and parallel to West Armitage Avenue; the alley next east of and parallel to North Harlem Avenue; the alley next north of and parallel to West Armitage Avenue; and South Harlem Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- APPROVAL OF ZONING EXCEPTIONS FOR CHANGE OF LICENSEE AND CONTINUED OPERATION OF TAVERNS AT DESIGNATED LOCATIONS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on May 14, 1991, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Numbers 10626 and 10742 which failed to meet the committee's approval and were unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers: A-2824, A-2843, 10756, 10765, 10724, 10726, 10685 -- a Business Planned Development, 10737 -- an Institutional

Planned Development Number 378, and 10739 -- an Institutional Planned Development.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations:

2058 West Washburne and 5029 South Racine Avenues.

I ask that the record reflect the withdrawal of two Application Numbers A-2829 (Map No. 9-H) and 10727 (Map No. 4-F).

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Numbers 10769 and A-2843, which I move for immediate passage today because time is of the essence on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed resolutions transmitted with the foregoing committee report (the italic heading in each case not being a part of the resolution):

2058 West Washburne Avenue.

WHEREAS, Mr. Edward Brooks, filed on February 4, 1991, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a one-story building, in an R3 General Residence District, on premises at 2058 West Washburne Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered January 24, 1991, reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically Article 7.3-4, 11.7A-1"

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: that the said use is located in an R3 General Residence District; that the subject site is improved with a one-story building containing an existing tavern on the first floor; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern and restaurant will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a one-story building, on premises at 2058 West Washburne Avenue, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Mr. Edward Brooks, as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Zoning Ordinance.

5029 South Racine Avenue.

WHEREAS, Mr. Heski Hughes, filed on February 3, 1991, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a two-story building, in an R3 General Residence District, on premises at 5029 South Racine Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered January 2, 1991, reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically Article 7.3-4, 11.7A-1"

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: that the said use is located in an R3 General Residence District; that the subject site is improved with a two-story building containing an existing tavern on the first floor; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern and restaurant will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two-story building, on premises at 5029 South Racine Avenue, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Mr. Heski Hughes as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Zoning Ordinance.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on May 14, 1991, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Numbers 10626 and 10742 which failed to meet the committee's approval and were unanimously voted upon with a do not pass vote.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their correct form. They are as follows:

Application Numbers: A-2824, A-2843, 10756, 10765, 10724, 10726, 10685 -- a Business Planned Development, 10737 -- an Institutional Planned Development Number 378, and 10739 -- an Institutional Planned Development.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations:

2058 West Washburne Avenue and 5029 South Racine Avenue.

I ask that the record reflect the withdrawal of two Application Numbers A-2829 (Map No. 9-H) and 10727 (Map No. 4-F).

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with t he exception of Application Numbers 10769

and A-2843, which I move for immediate passage today because time is of the essence on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-L in area bounded by:

the alley next north of and parallel to West Fulton Street; a line 50 feet east of and parallel to North Laramie Avenue; West Fulton Street; and North Laramie Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-I in area bounded by:

West Adams Street; South Francisco Avenue; West Jackson Boulevard; a line 261.21 feet west of South Francisco Avenue; the alley next north of and parallel to West Jackson Boulevard; and a line 160.5 feet west of South Francisco Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-J in area bounded by:

the alley next north of and parallel to West Wilcox Street; a line 200 feet east of the alley next east of and parallel to South Pulaski Road; West Wilcox Street; and the alley next east of and parallel to South Pulaski Road,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-L in area bounded by:

a line 161 feet north of and parallel to West Harrison Street; a line 199 feet east of and parallel to North Leamington Avenue; West Harrison Street; and a line 130 feet east of and parallel to North Leamington Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 3-F in area bounded by:

North Dearborn Street; West Chestnut Street; North Clark Street; and West Delaware Place,

to the designation of an R7 General Residence District.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as delineated in Section 1, above, on Map No. 3-F in the area bounded by:

North Dearborn Street; West Chestnut Street; North Clark Street; and West Delaware Place,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Residential Planned Development

Statements.

1. The area delineated herein as Residential Planned Development consists of approximately 67,490 square feet (1.55 acres) is owned or controlled by the Applicant, the Park Newberry Limited Partnership, an Illinois limited partnership.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owners of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance,the property and all portions thereof shall throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the affected property owner or owners and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.

4. This Plan of Development consists of sixteen Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Site Plan, a Building Massing/Setback Diagram, a Landscape Plan and Elevation Plans all prepared by The Lowenberg/Fitch

Partnership dated April 11, 1991. Full size sets of the Site Plan, the Landscape Plan and the building elevations are on file with the Department of Planning. The Planned Development is applicable to the area delineated hereto and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development": Multi-family housing in an elevator tower and stacked townhouse configuration completely surrounding an accessory parking garage (but for off-street loading and parking access and egress drives); and related uses including a swimming pool, health facilities, and other amenities clearly related to the principal use. Day care is a permitted use. Interim uses which may be permitted are non-accessory parking or other temporary uses subject to the approval of the Commissioner of the Department of Planning and any reasonable conditions thereon. Any new interim surface parking areas shall be paved, landscaped, designed and constructed in accordance with the requirements of all applicable City of Chicago Departments, including the Department of Planning, the Department of Public Works, Bureau of Street Traffic, and the Department of Streets and Sanitation. Any existing parking areas shall be landscaped and screened at the time of commencement of operation of any new interim parking areas. Following demolition of any of the currently existing improvements on the Property,any resulting open areas not otherwise devoted to a permitted interim use shall either be cleared, leveled and maintained in landscaping or shall be effectively screened from visibility from the public way by opaque fencing or by other enclosures maintained in a clean and attractive condition.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval by the Commissioner of the Department of Planning. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning.

7. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.

8. Off-street parking and loading facilities will be provided in compliance with this Planned Development and shall be subject to

the review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.

9. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning.

10. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations, be subject to:

a. Height limitations as certified on form F.A.A.-117, or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

b. Airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.

11. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

12. This Planned Development herein shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

13. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan, and to assure compatibility with the adjacent historic district, with the Elevation Plans. The landscaping (including street trees in the adjacent right-of-way) shall be designed and constructed in general conformance with the Landscape Plan. The landscaping shall be maintained at all times in accordance with the Landscape Plan. One (1) two and one-half ($2\frac{1}{2}$) inch caliper tree shall be installed for each twenty-five (25) feet of frontage, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic and subject to the approval of the Department of Planning. The Applicant shall for a period of five (5) years from the adoption of this ordinance, be responsible for watering and fertilizing parkway trees

required to be provided by the Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. Unless substantial construction of the proposed structure has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of an R7 General Residence District.

15 Subject to the approvals of the Department of Public Works, Bureau of Electricity and the Department of Planning, the Applicant shall replace and maintain the existing streetlight standards adjacent to the property with decorative light standards of a design compatible with the Historic District character of the area.

16. This Planned Development contemplates the construction of an elevator apartment building, parking garage and townhouses described on the Site Plan. In order to accommodate the necessities of staging construction phases, however, the following requirements shall apply. The Department of Planning shall not issue any determination of approval pursuant to Section 11.11-3 (b) of the Chicago Zoning Ordinance ("Part II Approval") for any development of the elevator apartment building contemplated by this Planned Development unless the Department is also prepared to issue Part II Approval for development of all of the proposed townhouses or associated parking garage. Provided, however, such Part II Approval can be issued for the garage and development of townhouses irrespective of application for Part II Approval of the elevator building. Furthermore, at the time a Certificate of Occupancy for the parking garage is issued (1) construction of fifty percent (50%) of the lower three (3) levels of the townhouses along

Delaware Place shall have been commenced and (2) the remaining facades of the parking garage shall be enclosed with construction fencing. Provided, however, that in the event that substantial construction of the lower three (3) levels of any or all of the remaining townhouses is not commenced within six (6) months from the date that a Certificate of Occupancy is issued for the parking garage, then the remaining facades of the parking garage shall be substantially, attractively and effectively screened with non-permanent densely planted and mature landscaping or with other enclosures provided that such screening and enclosures shall be subject to the review and approval of the Department of Planning. This landscaping requirement shall not apply to areas reasonably necessary for construction staging so long as construction has commenced and is underway, and upon removal of the construction staging the foregoing landscaping/enclosure requirement shall apply. Prior to issuance of any Certificate of Occupancy for the elevator apartment building, construction of the lower three (3) levels of the exteriors of the townhouses along Clark Street, Dearborn Street, Chestnut Street and the remaining fifty percent (50%) along Delaware Place shall have been substantially commenced and shall be thereafter pursued to completion with reasonable diligence.

[Existing Zoning Map, Existing Land Use Map, Generalized Land Use Plan, Property Line and Right-of-Way Adjustment Map, Site Plan, Landscape Plan, North Elevation Drawing and A-A Section Drawing attached to this Plan of Development printed on pages 1156 through 1163 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development Use And Bulk Regulations And Data.

Net Site Area		General Description Of Land Use	Maximum Floor Area Ratio
Square Feet	Acres		
67,490	1.55	In accordance with	8.75

Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio
	Statement No. 5 of this Planned Development	

Gross Site Area = Net Site Area: 67,490 s.f. (1.55 acres)

\+ Public R.O.W.: 40,609 s.f. (0.93 acres)

TOTAL: 108,099 s.f. (2.48 acres)

Maximum Number of Dwelling Units:

Elevator Apartments	129
Townhouses	56
TOTAL:	185

Minimum Off-Street Loading Spaces: 2 at 10 feet x 25 feet

Minimum Off-Street Parking Spaces: 185

Maximum Off-Street Parking Spaces 269

A minimum of two percent of all parking spaces shall be devoted to parking for the handicapped.

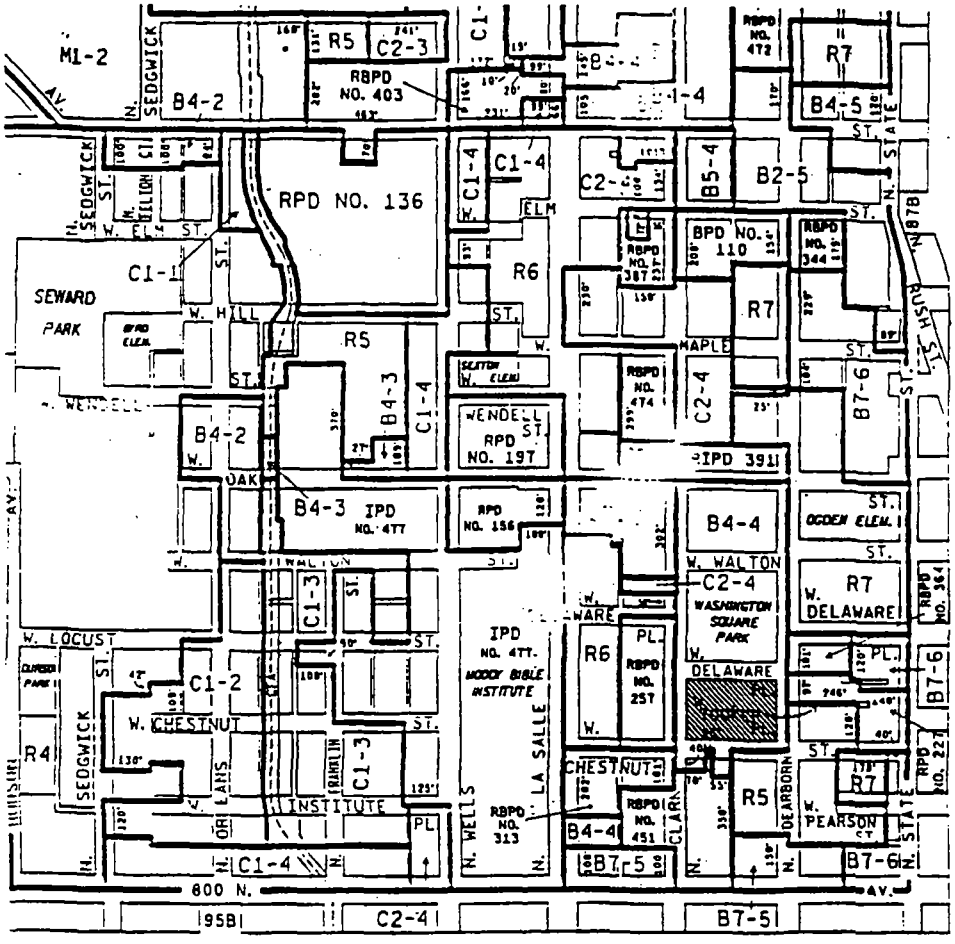
Minimum Required Setbacks:

In accordance with Building Massing/Setback Diagram.

Maximum Building Height: 398 feet.

RESIDENTIAL PLANNED DEVELOPMENT NO. ____

EXISTING ZONING MAP



LEGEND:

SUBJECT PROPERTY

APPLICANT: Park Newberry Limited Partnership

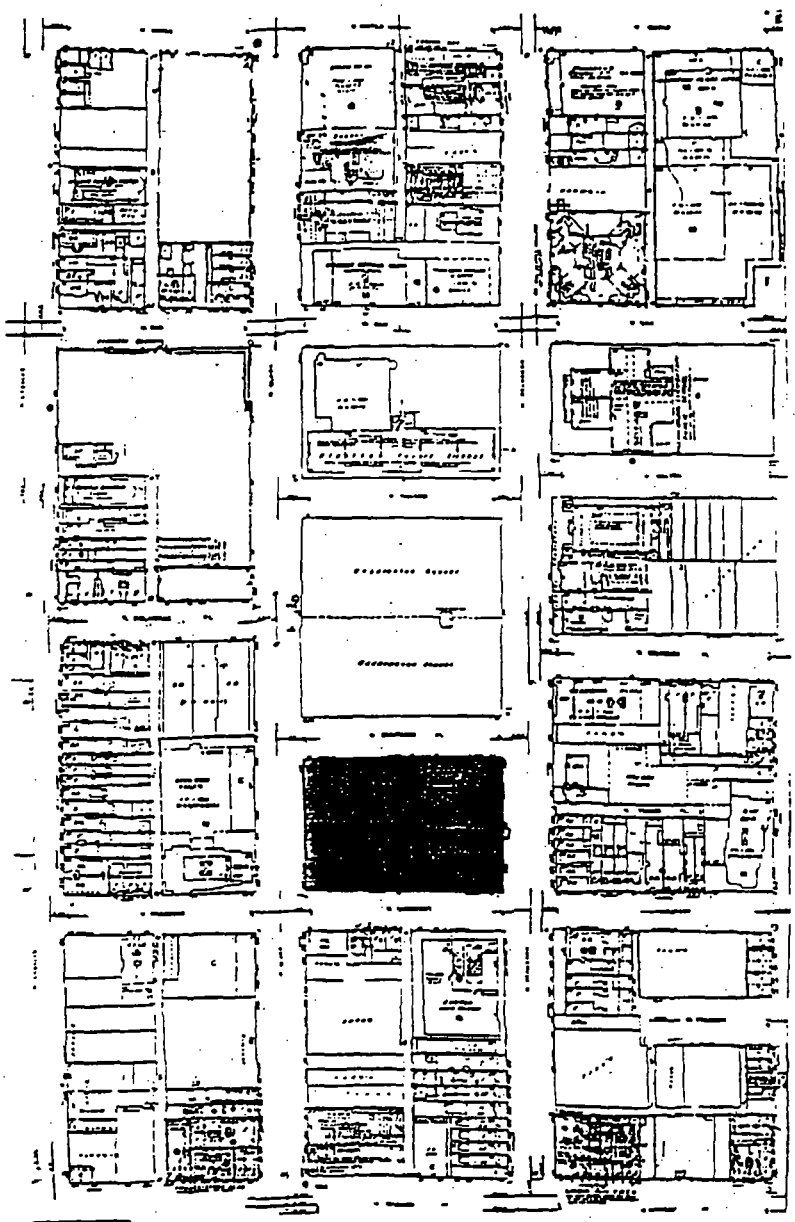
ADDRESS: 860 North Dearborn Street

DATE: November 14, 1990

Revised: April 11, 1991

RESIDENTIAL PLANNED DEVELOPMENT NO. ____

EXISTING LAND USE MAP



SUBJECT PROPERTY

APPLICANT: Park Newberry Limited Partnership

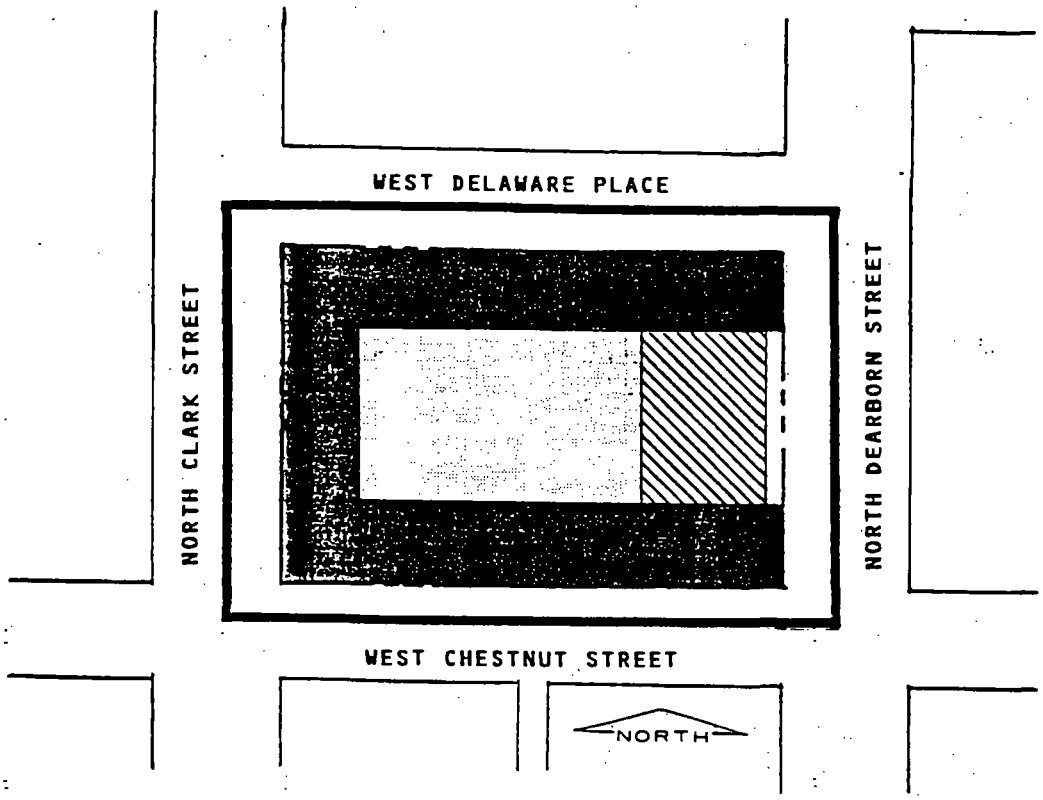
ADDRESS: 860 North Dearborn Street

DATE: November 14, 1990

Revised: April 11, 1991

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

GENERALIZED LAND USE PLAN



LEGEND:

PLANNED DEVELOPMENT BOUNDARY

RESIDENTIAL TOWER LOCATION

TOWNHOUSE LOCATION

PARKING BELOW PRIVATE PARK DECK

NOTE: FOR DETAIL SEE SITE AND LANDSCAPE PLANS ON FILE IN THE PLANNING DEPARTMENT.

APPLICANT: Park Newberry Limited Partnership

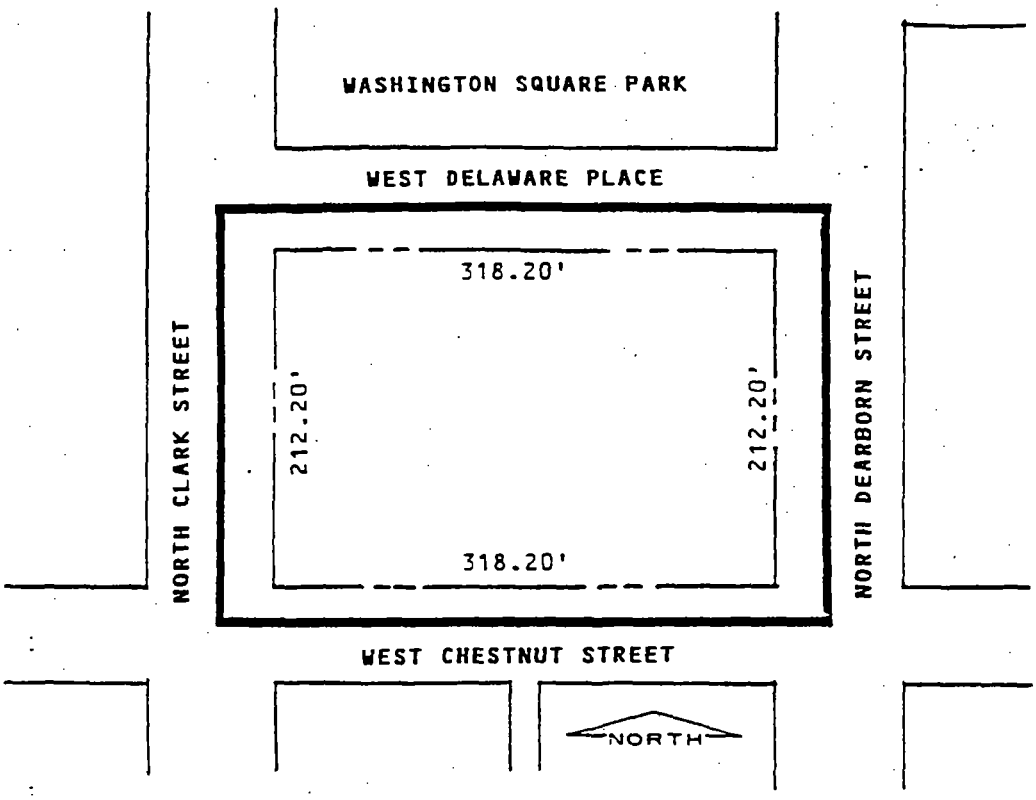
ADDRESS: 860 North Dearborn Street

DATE: November 14, 1990

REVISED: April 11, 1991

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENT MAP



LEGEND:

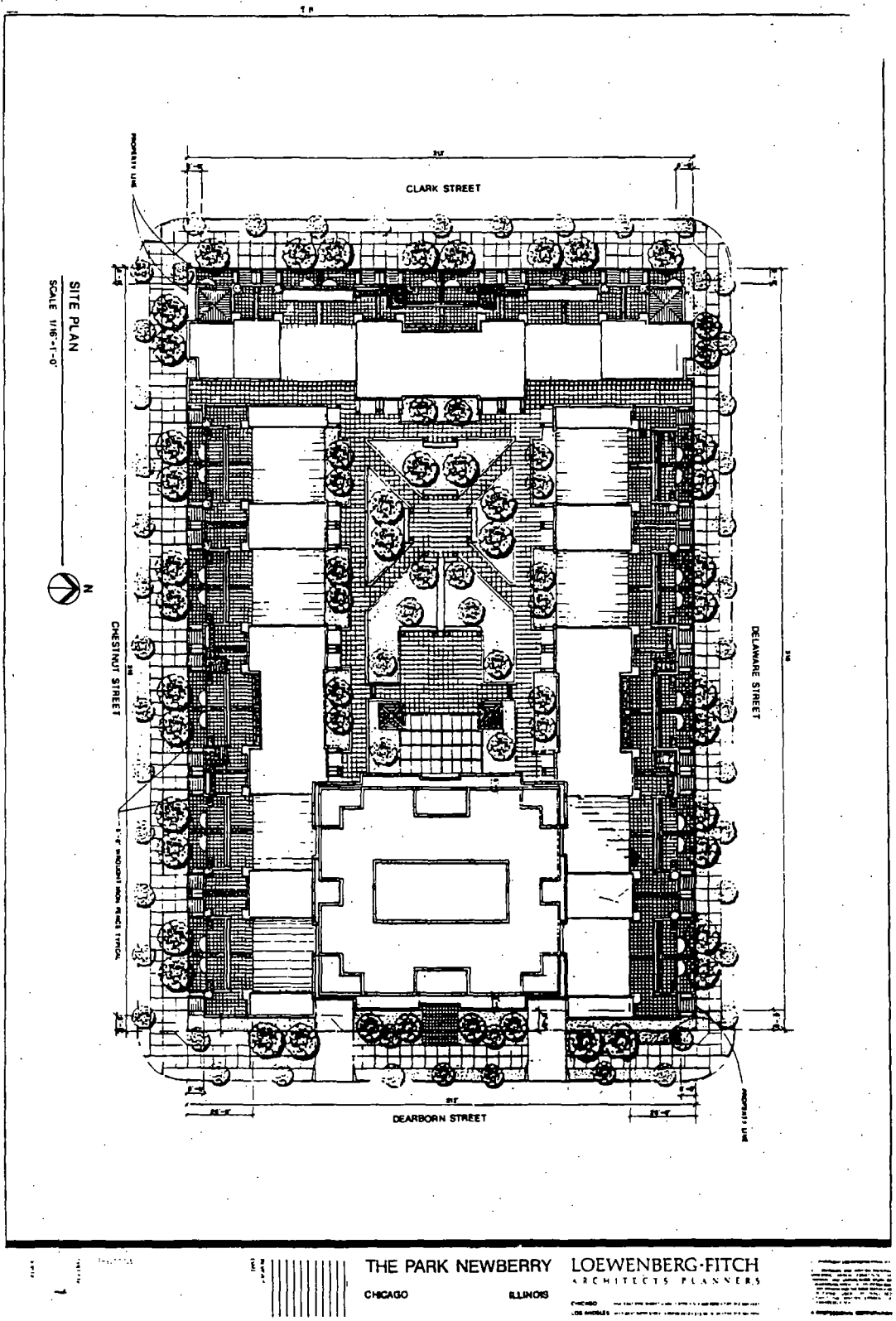
PLANNED DEVELOPMENT BOUNDARY

DIMENSIONED PROPERTY LINE

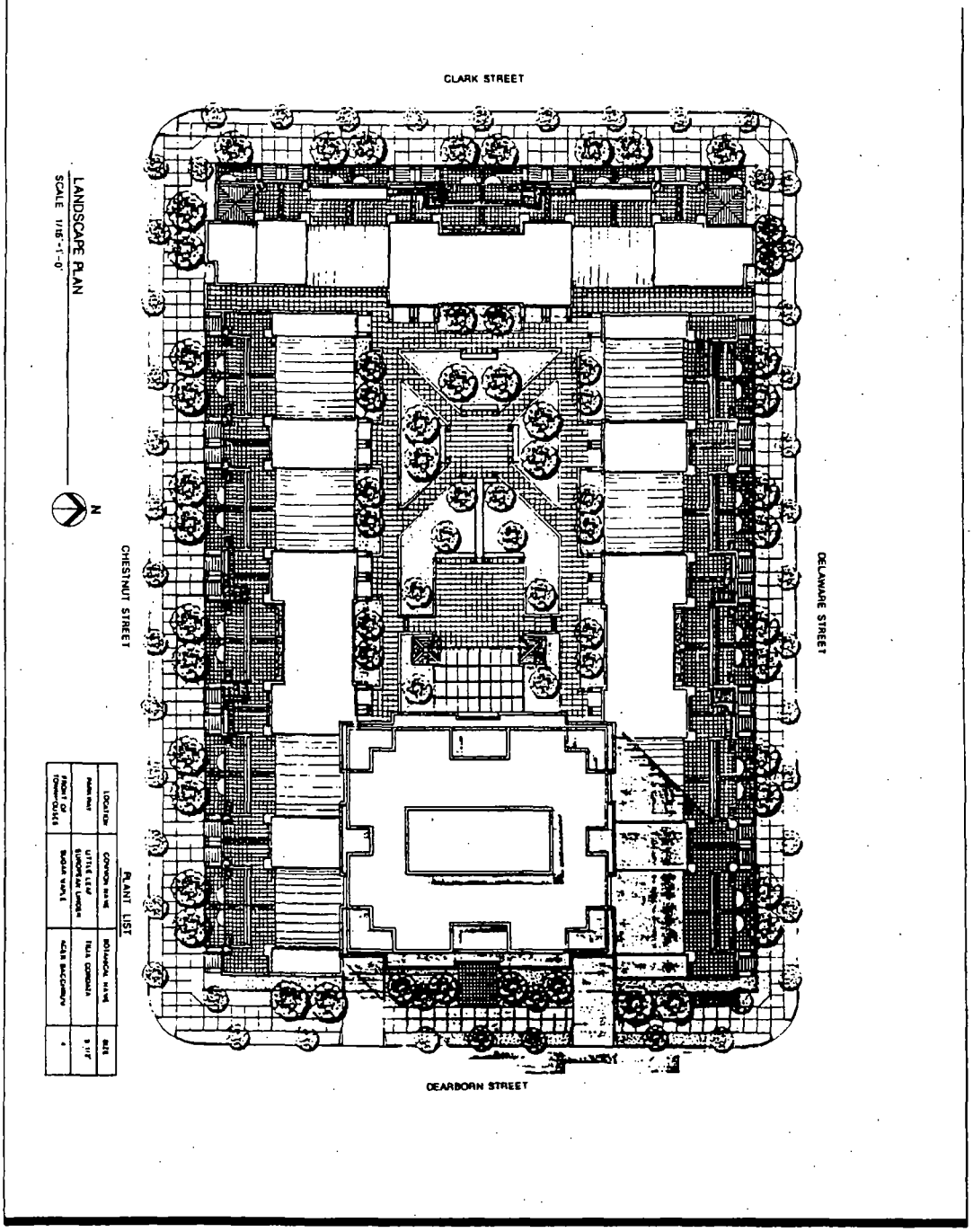
NOTE: NO R.O.W. ADJUSTMENTS PLANNED.

APPLICANT: Park Newberry Limited Partnership
ADDRESS: 860 North Dearborn Street
DATE: November 14, 1990
Revised: April 11, 1991

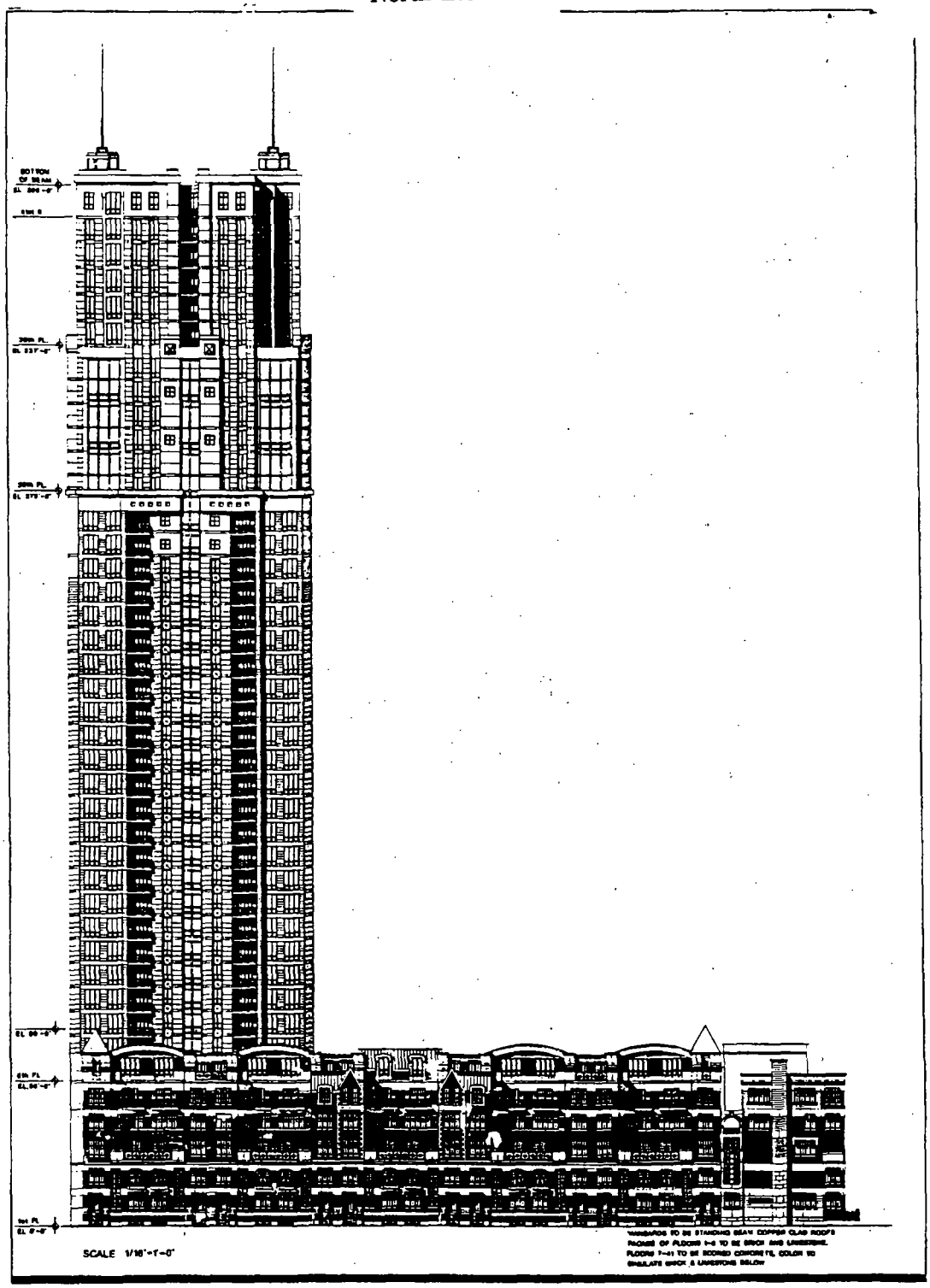
Site Plan


CLARK STREET
DEARBORN STREET
CHESTNUT STREET
DELAWARE STREET
SITE PLAN
SCALE 1/16"-1'-0"
N
THE PARK NEWBERRY
CHICAGO ILLINOIS
LOEWENBERG-FITCH
ARCHITECTS PLANNERS

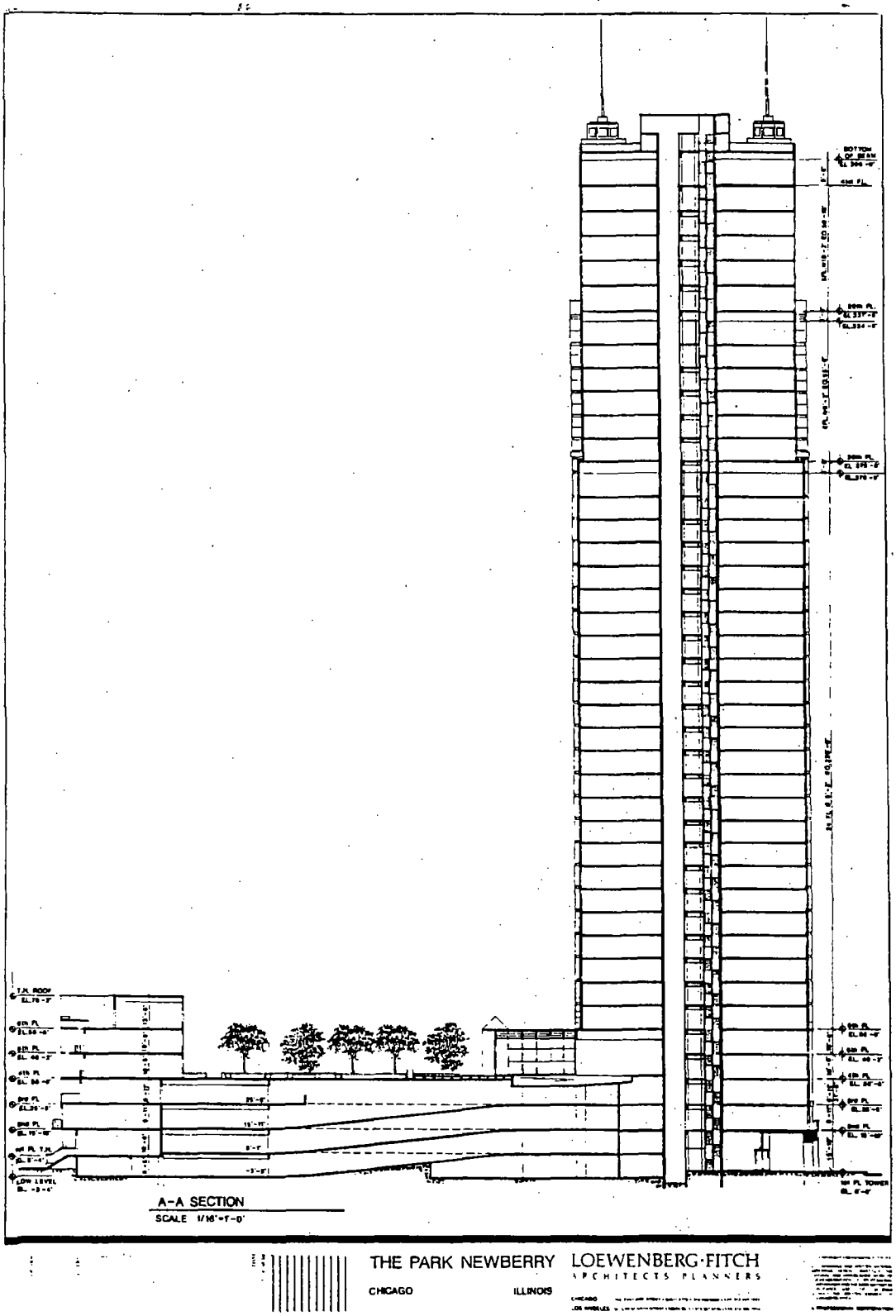
Landscape Plan



North Elevation



A-A Section


A-A SECTION
SCALE 1/16"=1'-0"
THE PARK NEWBERRY
CHICAGO
ILLINOIS
LOEWENBERG·FITCH
ARCHITECTS PLANNERS

Reclassification Of Area Shown On Map Number 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-H in the area bounded by:

West Julian Street; the alley next east of and parallel to North Wood Street; a line 70.06 feet south of West Julian Street; and North Wood Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-H in the area bounded by:

a line 48.04 feet north of West Julian Street; the alley next east of and parallel to North Wood Street; West Julian Street; and North Wood Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-L in the area bounded by:

West Cortez Street; North Pine Avenue; the alley next south of and parallel to West Cortez Street; and a line 48 feet west of and parallel to North Pine Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 4-E in the area bounded by:

a line 394.39 feet north of and parallel to East 14th Street; South Wabash Avenue; a line 25 feet north of and parallel to East 14th Street; a line 25 feet long, 146.05 feet west of South Wabash Avenue; a line 10 feet long, 50 feet north of and parallel to East 14th Street; a line 139.83 feet long, 136.05 feet west of South Wabash Avenue; a line 10 feet long, 189.83 feet north of and parallel to East 14th Street; and a line 204.5 feet long, 146.05 feet west of and parallel to South Wabash Avenue,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Manufacturing District No. 1 symbols and indications as shown on Map No. 5-G in the area bounded by:

West Willow Street; North Marcey Street; North Sheffield Avenue; West North Avenue; and North Kingsbury Street,

to those of a Business Planned Development District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District and M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

the alley next north of and parallel to West Willow Street; the easterly line of the Chicago Transit Authority right-of-way; West Willow Street; and a line 75 feet east of North Sheffield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 187.50 feet south of West Armitage Avenue; the alley next west of and parallel to North Seminary Avenue; a line from a point 233.85 feet south of West Armitage Avenue and 125 feet west of North Seminary Avenue to a point 254.38 feet south of West Armitage Avenue and 88.50 feet west of North Seminary Avenue; a line 88.50 feet west of North Seminary Avenue; a line 291.83 feet south of West Armitage Avenue; North Seminary Avenue; and the alley next north of and parallel to North Maud Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

a line 177.0 feet north of West Wabansia Avenue; the alley next east of North Damen Avenue; West Wabansia Avenue; and North Damen Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in area bounded by:

a line 48 feet south of and parallel to West Concord Place; North Damen Avenue; the alley next north of North Milwaukee Avenue; and the alley next west of North Damen Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in area bounded by:

a line 80 feet north of and parallel to the alley next north of and parallel to West Wabansia Avenue; a line 133 feet east of and parallel to North Damen Avenue; the alley next north of and parallel to West Wabansia Avenue; and North Damen Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District symbols and indications as shown on Map No. 5-I in area bounded by:

the alley next north of and parallel to West North Avenue; a line 84 feet east of the easterly right-of-way line of North Humboldt Boulevard; West North Avenue; and the easterly right-of-way line of North Humboldt Boulevard,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-F in area bounded by:

West 30th Street; South Parnell Avenue; a line 473 feet south of West 30th Street; and South Wallace Street,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such Use and Bulk Regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no other.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Institutional Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development No._____

Plan Of Development

Statements.

1. The area delineated herein as an Institutional Planned Development is owned by the Applicant, Public Building Commission of Chicago, a municipal corporation, and operated and maintained by the Board of Education of the City of Chicago pursuant to a Lease Agreement.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owner of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof shall throughout the period this Institutional Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the affected Property owner or owners, and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.

4. This Plan of Development consists of fourteen (14) Statements; an Existing Zoning Map; a Property Line Map; a General Land Use Plan; an Existing Land Use Map; a Table of Use and Bulk Regulations and Data; a Site/Landscape Plan prepared by Shaw and Associations, Inc., dated March 14, 1991. Full size sets of the Site/Landscape Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The uses permitted within the area delineated herein as "Institutional Planned Development" shall be educational and related uses incidental thereto.

6. Identification and other necessary signs may be permitted within the area delineated herein as "Institutional Planned Development", subject to the review and approval by the Commissioner of the Department of Planning. All identification signs existing as of the date of the adoption of this ordinance shall be permitted. Temporary signs, such as construction signs, shall be permitted, subject to the

review and approval of the Commissioner of the Department of Planning.

7. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.

8. Off-street parking and off-street loading facilities shall be provided in compliance with this Planned Development, subject to review and approval of the Departments of Public Works and Planning. The minimum number of off-street parking spaces shall be determined in accordance with the attached Table of Use and Bulk Regulations and Data.

9. Any service drives or any other ingress or egress must be adequately designed and paved in accordance with the regulations of the Department of Public Works in effect at the time of construction and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago, and shall have minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Commissioner of the Department of Planning.

10. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations and Data, be subject to:

    (a) Height limitations as certified on form FAA-117, or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

    (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.

11. The maximum permitted floor area ratio (F.A.R.) shall be in accordance with the attached Table of Use and Bulk Regulations and Data. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.

12. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

13. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan/Landscape Plan. The landscaping (including street trees in the adjacent right-of-way) shall be installed in general conformance with the Site Plan/Landscape Plan. The landscaping within the Property shall be maintained at all times in accordance with the Site Plan/Landscape Plan. One (1), two and one-half ($2\frac{1}{2}$) inch caliber tree shall be installed for each twenty-five (25) feet of frontage, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic subject to the approval of the Department of Planning. The Applicant shall, for a period of five (5) years from the adoption of this ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Site Plan/Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. Trees installed in the public way adjacent to the Property pursuant to the requirements hereof shall be subject to the standards of the Department of Streets and Sanitation, Bureau of Forestry. The building facades shall be designed, constructed, and maintained in general conformance with the elevation plans included as exhibits to this Planned Development. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development and is appropriate. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. Unless substantial construction on the proposed building on the Property has commenced within 10 years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this statement, then the zoning of the

Property shall automatically revert to that of an R3 General Residence District.

[Existing Zoning and Street System Map, General Land Use Plan, Property Line Map, Site Location Map, and Site Plan/ Landscape Plan printed on pages 1175 through 1179 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development Use And Bulk Regulations And Data.

Net Site Area		General Description Of Land Use	Maximum Floor Area Ratio
Square Feet	Acres		
125,844	2.89	Educational and Related Use	0.90

Gross Site Area	=	Net Site Area	+	Area of Public Streets
170,663		125,844		44,819

Maximum Permitted F.A.R. for Total Net Site Area: 0.90.

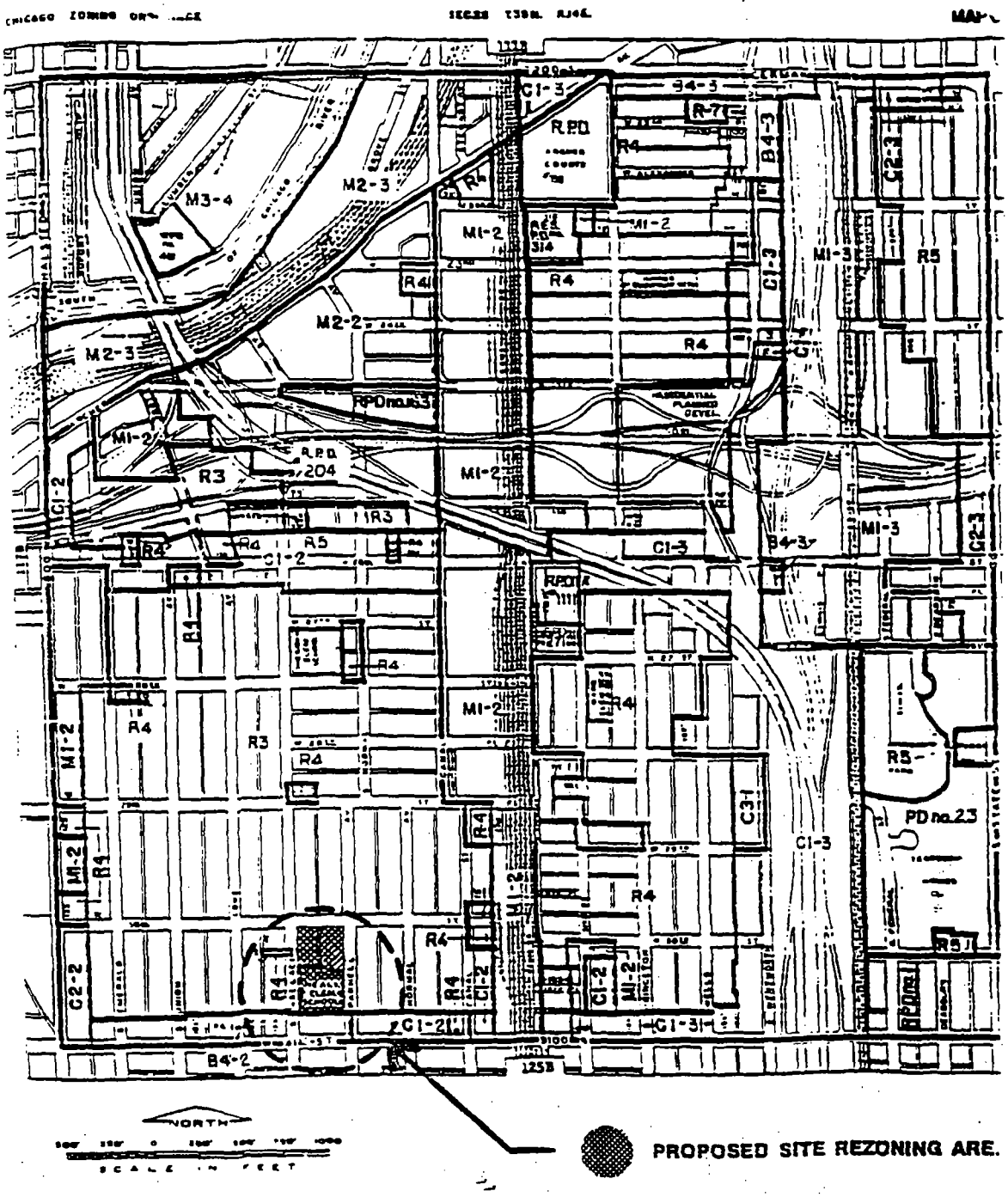
Maximum Height Limitation of Buildings: 56 feet.

Minimum Number of Off-Street Parking Spaces: 25 existing spaces.

Minimum Setback: In accordance with Site Plan.

Maximum Number of Students (both buildings): 1,050 square feet.

Existing Zoning and Street System Map

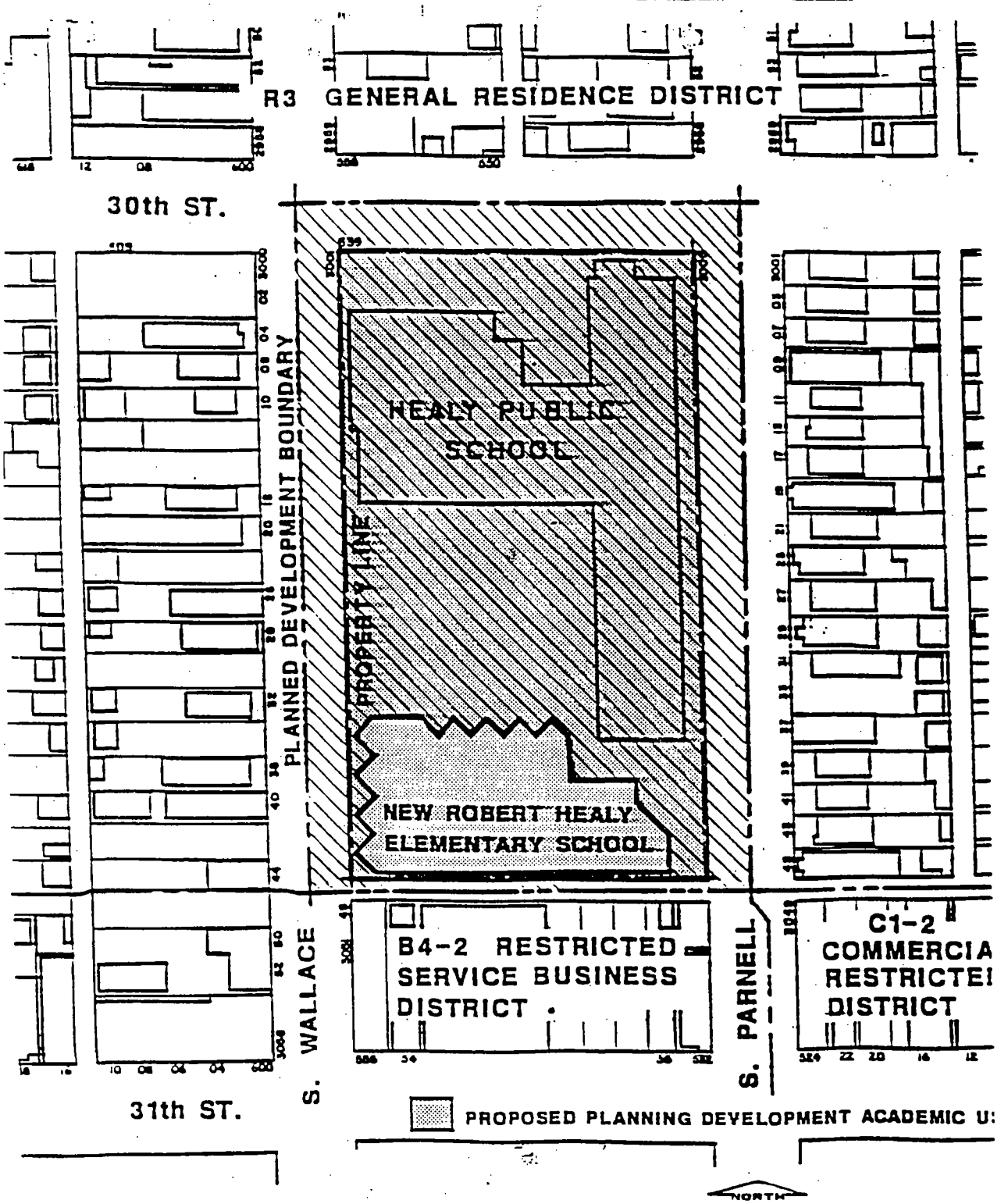


NEW ROBERT HEALY ELEMENTARY SCHOOL INSTITUTIONAL PLANNED DEVELOPMENT

APPLICANT: PUBLIC BUILDING COMMISSION OF CHICAGO

DATE: JANUARY 9, 1991

General Land Use Plan

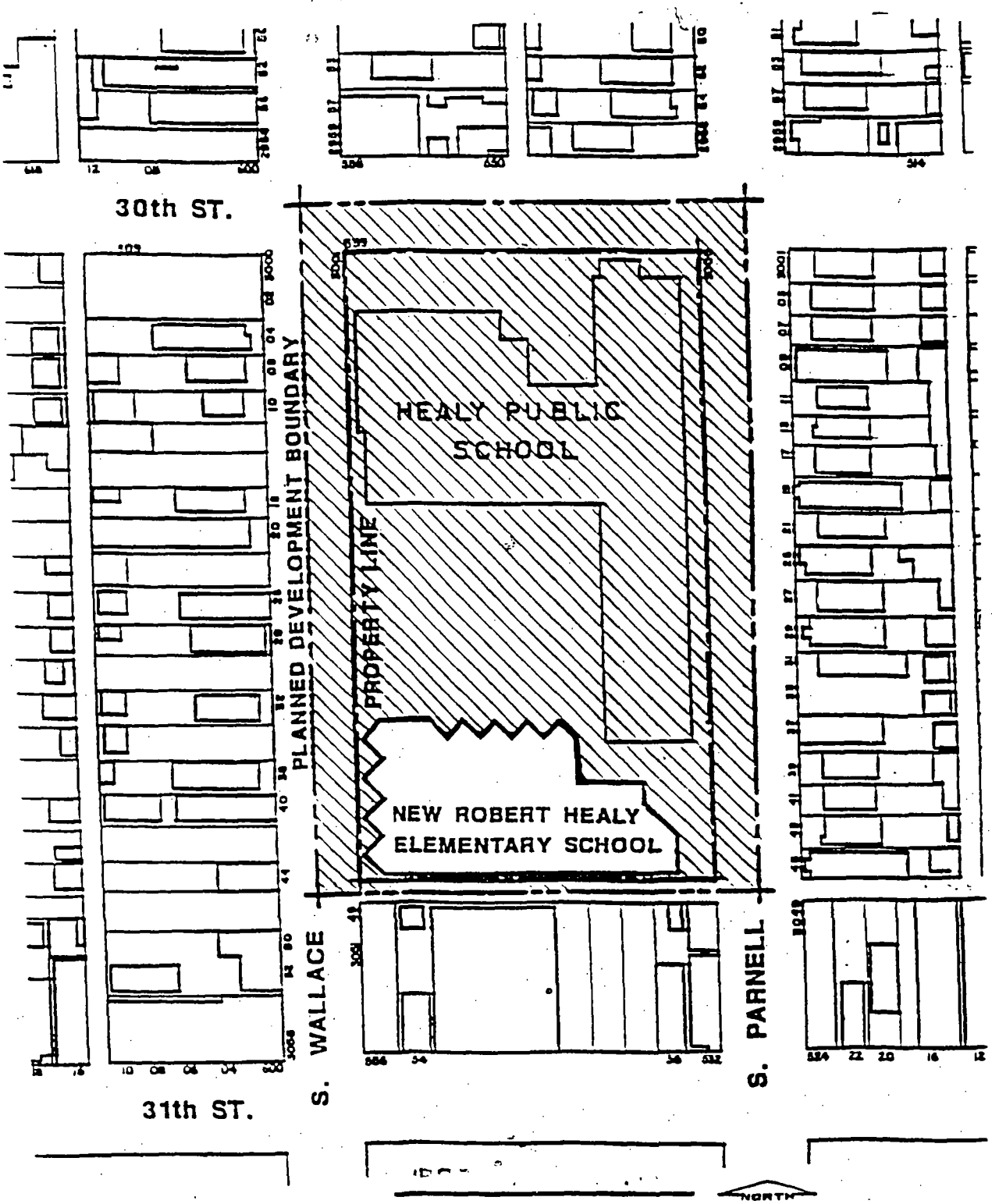


NEW ROBERT HEALY ELEMENTARY SCHOOL
INSTITUTIONAL PLANNED DEVELOPMENT

APPLICANT: PUBLIC BUILDING COMMISSION OF CHICAGO

DATE: JANUARY 9, 1991

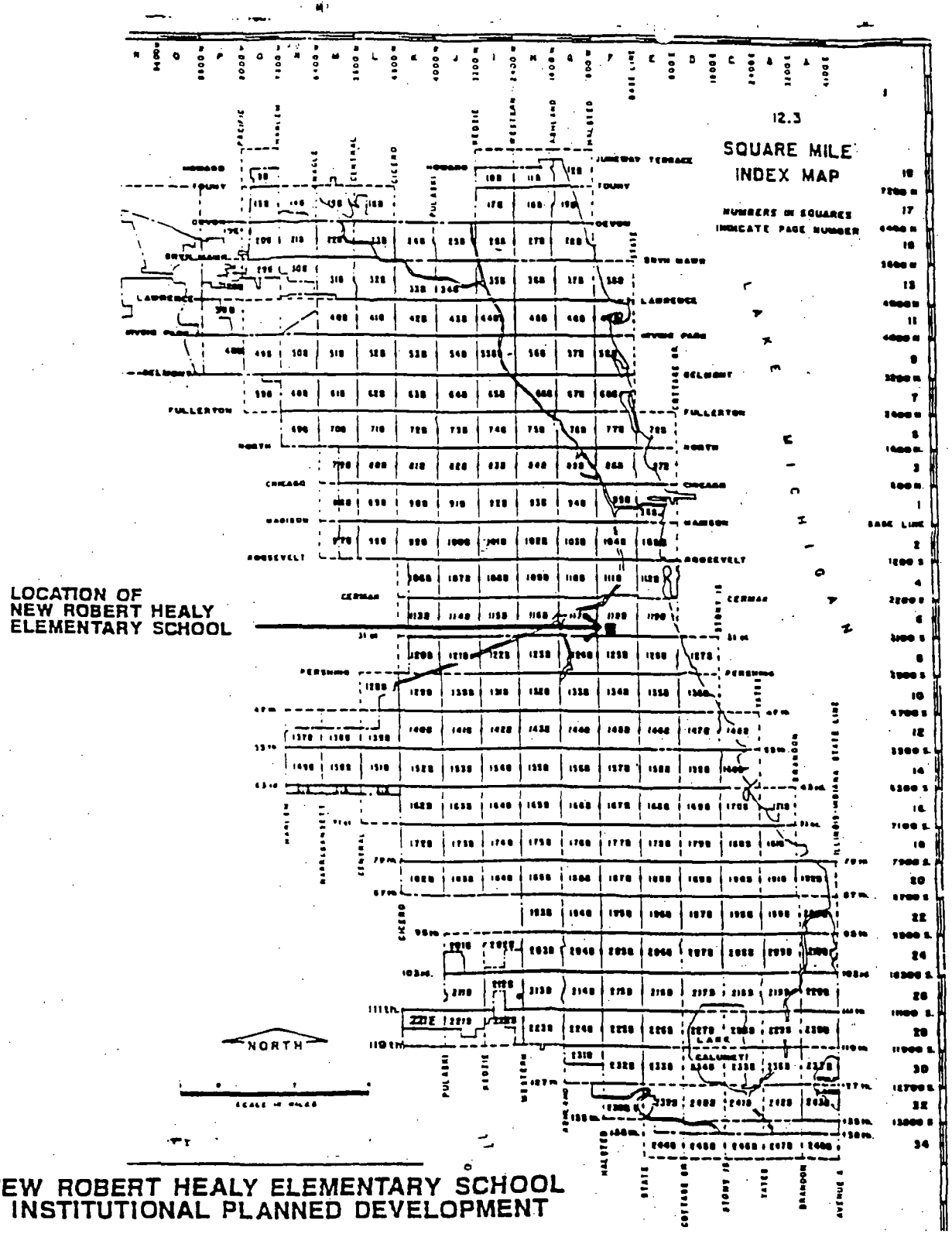
Property Line Map



NEW ROBERT HEALY ELEMENTARY SCHOOL
INSTITUTIONAL PLANNED DEVELOPMENT

APPLICANT: PUBLIC BUILDING COMMISSION OF CHICAGO

Site Location Map

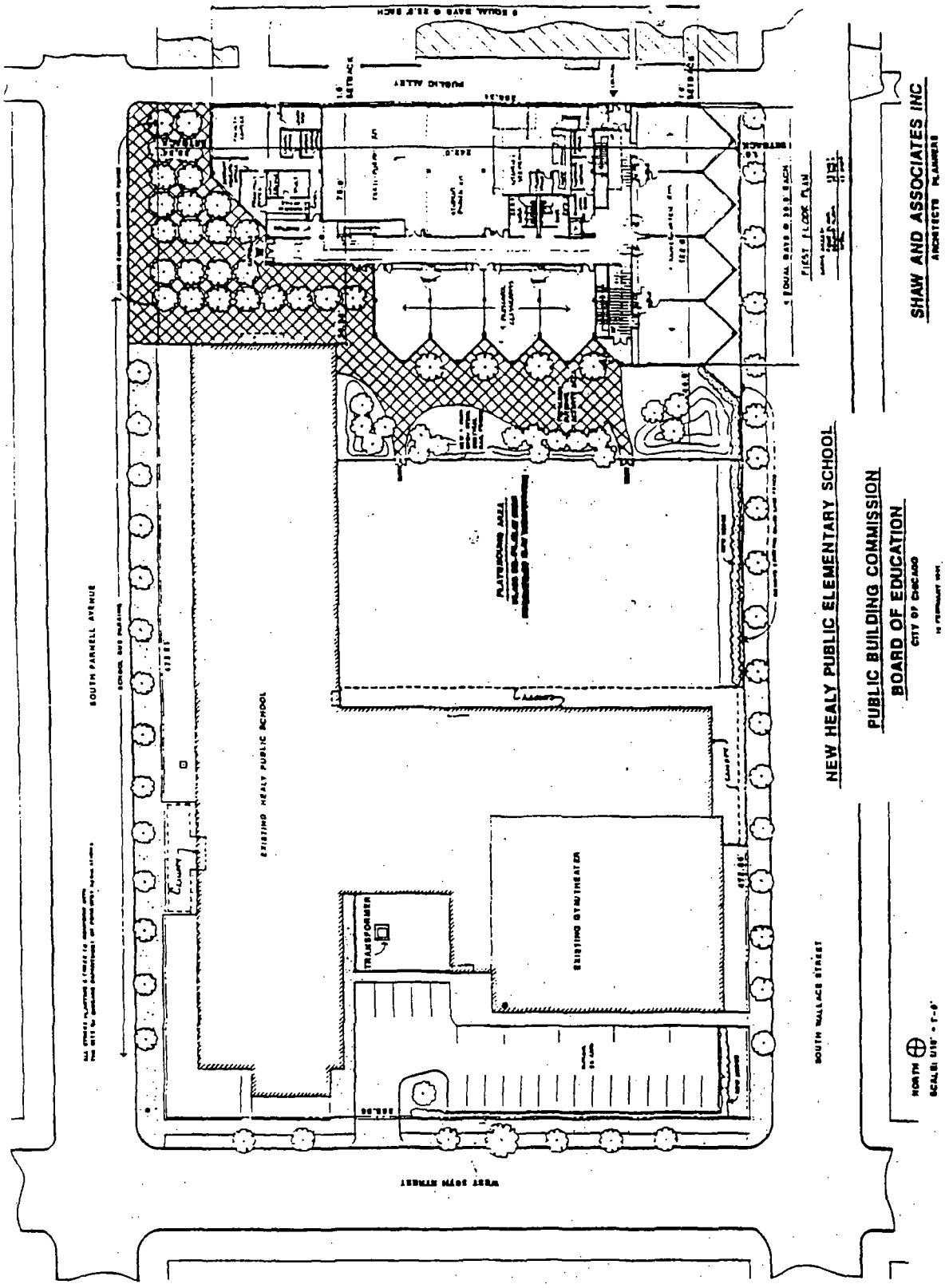


NEW ROBERT HEALY ELEMENTARY SCHOOL
INSTITUTIONAL PLANNED DEVELOPMENT

APPLICANT: PUBLIC BUILDING COMMISSION OF CHICAGO

DATE: JANUARY 9, 1991

Site Plan/Landscape Plan



Reclassification Of Area Shown On Map Number 6-I.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 6-I in area bounded by:

West Cermak Road; South Western Avenue; a line 350 feet south of West Cermak Road; and a line 489.20 feet west of South Western Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Business District symbols and indications as shown on Map No. 7-G in the area bounded by:

West Wolfram Street; the alley next east of North Sheffield Avenue; the alley next south of West Wolfram Street; and North Sheffield Avenue,

to those of a B4-4 Restricted Business District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M2-3 General Manufacturing District symbols and indications as shown on Map No. 7-H in area bounded by:

a line 873.69 feet north of West Wolfram Street; a line from a point 873.69 feet north of West Wolfram Street and the easterly line of North Western Avenue, to a point 375 feet north of West Wolfram Street and 322.34 feet east of North Western Avenue; a line 375 feet north of West Wolfram Street; and North Western Avenue,

to those of a C3-4 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-F.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-F in area bounded by:

the alley next north of and parallel to West 37th Place; a line 125 feet east of and parallel to South Normal Street; West 37th Place; and South Normal Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 9-H in area bounded by:

West Grace Street; the alley next east of and parallel to North Western Avenue; the alley next north of and parallel to West Addison Street; and North Western Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by:

the alley next south of and parallel to West Addison Street; the alley next east of and parallel to North Damen Avenue; the alley next north of and parallel to West Roscoe Street; and the alley next west of and parallel to North Damen Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-L.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-L in the area bounded by:

West Waveland Avenue; the alley next east of and parallel to North Central Avenue; West Addison Street; and North Central Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 10-J in the area bounded by:

a line 175 feet northeast of North Drake Avenue, as measured along the southerly line of South Archer Avenue; the alley next south of South Archer Avenue; a line 100 feet northeast of North Drake Avenue, as measured along the southerly line of South Archer Avenue; and South Archer Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-4 Restricted Retail District symbols and indications as shown on Map No. 11-G in area bounded by:

beginning at a point at the northeast corner of West Irving Park Road and North Broadway and continuing 92.5 feet in a generally northwest direction, and then 111 feet in a generally east by northeast direction, and generally continuing south 110 feet to West Irving Park Road and 72.7 feet west to the original point; and legally described as follows:

Lot 5 in Hulbert's Subdivision of the south half of Lot 9 in Hundley's Subdivision of the east half of the southeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-H.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 13-H in area bounded by:

West Berwyn Avenue; the alley next east of North Western Avenue; a line 85 feet south of and parallel to West Berwyn Avenue; and North Western Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-N.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in area bounded by:

a line 235.68 feet north of and parallel to West 62nd Street; South Rutherford Avenue; a line 175.68 feet north of and parallel to West 62nd Street; and the alley next west of South Rutherford Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 16-G.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development No. 378 symbols and indications as shown on Map No. 16-G in the area bounded by:

West Marquette Road on the north; South Elizabeth Street on the west; South Racine Avenue on the east; and on the south by a line which lies 297.28 feet south of West Marquette Road,

to the designation of an Institutional/Residential Planned Development No. 378, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Institutional/Residential Planned Development No. 378
(As Amended)

Plan Of Development

Statements.

1. The area delineated herein as Institutional/Residential Planned Development No. 378, as amended, consists of approximately 70,895 square feet (or 1.6275 acres) of real property. Title to the property is held by The Catholic Bishop of Chicago, Catholic Charities Housing Development Corporation and Behavior Research and Action in the Social Sciences Foundation, Inc. The portion of the Property which will be further developed will be conveyed to Hayes Senior Housing Corporation ("Applicant").

2. All applicable governmental reviews, approvals, or permits are required to be obtained by the Applicant or its successors, assigns, or grantees.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owner of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof shall throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or

other zoning-related communication from the City in relation to and on behalf of the affected Property owner or owners, and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights therein.

4. This Plan of Development consists of fourteen Statements; an Existing Zoning and Street System Map; a Property Line and Right-of-Way Adjustment Map; a Generalized Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Site Plan/Landscape Plan prepared by Environ, dated as of January 10, 1991 and revised as of April 11, 1991, and elevations consisting of one sheet prepared by Environ, dated as of January 10, 1991 and revised as of April 11, 1991. Full size sets of the Site Plan/Landscape Plan and the building elevations are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses shall be permitted within the area delineated herein as "Institutional/Residential Planned Development":

-- Housing for the Elderly

-- Community Center

-- Recreation Facilities

-- Social Service Programs

-- Parking

-- Related and Incidental Uses

6. Identification signs may be permitted with the approval of the Commissioner of Planning. Temporary signs, such as construction

and marketing signs, shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning.

7. Any dedication or vacation of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Applicant, its successors or assigns.

8. Off-street parking and loading facilities will be provided in compliance with this Planned Development, as authorized by the Chicago Zoning Ordinance and as determined by the Department of Planning.

9. Any service drives or any other ingress or egress must be adequately designed and paved in accordance with the regulations of the Department of Public Works in effect at the time of construction and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago, and shall have a minimum width of eighteen (18) feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning.

10. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations, be subject to:

    (a) Height limitations as certified on Form FAA-117, or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

    (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.

11. For purposes of floor area ratio (F.A.R.) calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.

12. The Planned Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

13. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan/Landscape Plan. The landscaping (including street trees in the adjacent right-of-way) shall be installed in general conformance with the Site Plan/Landscape Plan. The landscaping within the Property shall be maintained at all times in accordance with the Site Plan/Landscape Plan. One (1), two and one-half ($2\frac{1}{2}$) inch caliper tree shall be installed for each twenty-five (25) feet of frontage; subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic subject to the approval of the Department of Planning. The Applicant shall, for a period of five (5) years from the adoption of this ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Site Plan/Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. The building facades shall be designed, constructed, and maintained in general conformance with the elevation plans included as exhibits to this Planned Development. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development and is appropriate. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. Unless substantial construction has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development amendment shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to the pre-existing zoning classifications, i.e. Planned Development No. 378.

[Existing Zoning and Street System Map, Generalized Land Use Plan, Property Line Map/Right-of-Way Adjustment Map, Site Plan/Landscape Plan and North/South Elevations attached to this Plan of Development printed on pages 1192 through 1196 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Institutional/Residential Planned Development Number 378. (As Amended)

Use And Bulk Regulations Table And Related Data.

Marquette Boulevard (67th Street) And Racine Avenue. Project No. 8942

Uses:	In accordance with Statement No. 5 of this Planned Development.
Maximum Total Number of Dwelling Units:	113.
Site Area:	70,895.00 square feet.
Site Acreage:	1,6275 acres.
Maximum Floor Area Ratio:	1.5.
Minimum Number of Off-Street Parking Spaces:	38.
Off-Street Loading Berth:	1.
Maximum Percentage of Site Coverage at Ground Level, Net Site:	In accordance with Site Plan/ Landscape Plan.

Setback All Required Yards:	In accordance with Site Plan/ Landscape Plan.
Existing Gross Area:	
St. Brendan Senior Housing	48,666
Brass Foundation/Essence House	12,395
Subtotal:	61,061 square feet
New Structure: Hayes Manor Senior House	43,135
Total existing and new structure square feet are proposed:	104,196 square feet

---

Reclassification Of Area Shown On Map Number 24-C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 24-C in the area bounded by:

East 95th Street; South Paxton Avenue; the alley next south of and parallel to East 95th Street; and South Clyde Avenue,

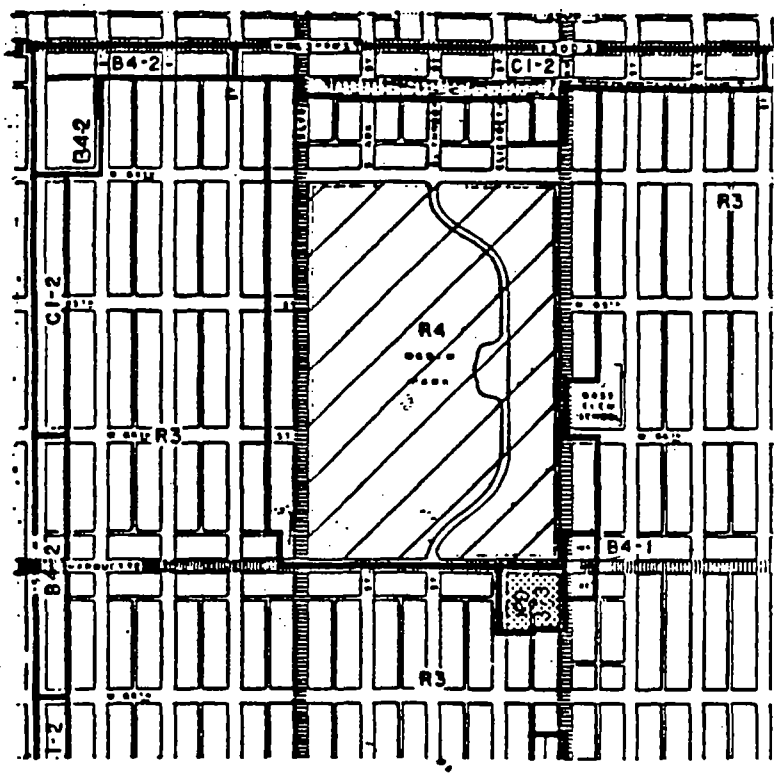
to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

(Continued on page 1197)

INSTITUTIONAL/RESIDENTIAL PLANNED DEVELOPMENT

EXISTING ZONING AND STREET SYSTEM MAP



LEGEND

Proposed Planned Development

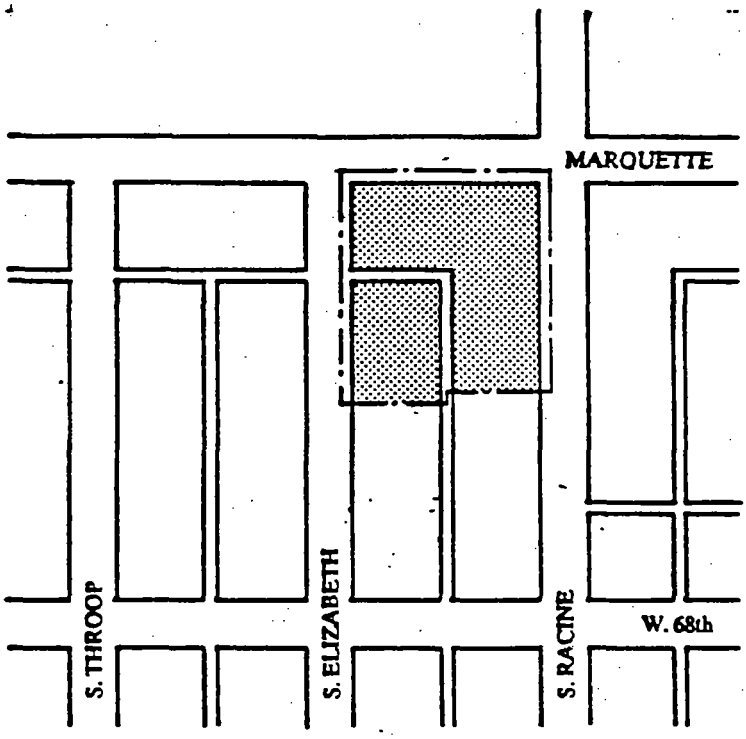
Public Facilities

Preferential Streets

Zoning District Boundary

APPLICANT: Hayes Senior Housing Corporation
ADDRESS: 67th Street and South Racine Avenue
DATE: January 10, 1991
REVISED: April 11, 1991

INSTITUTIONAL/RESIDENTIAL PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



LEGEND

BRASS Foundation, Senior Housing, and Related Uses

Planned Development Boundary

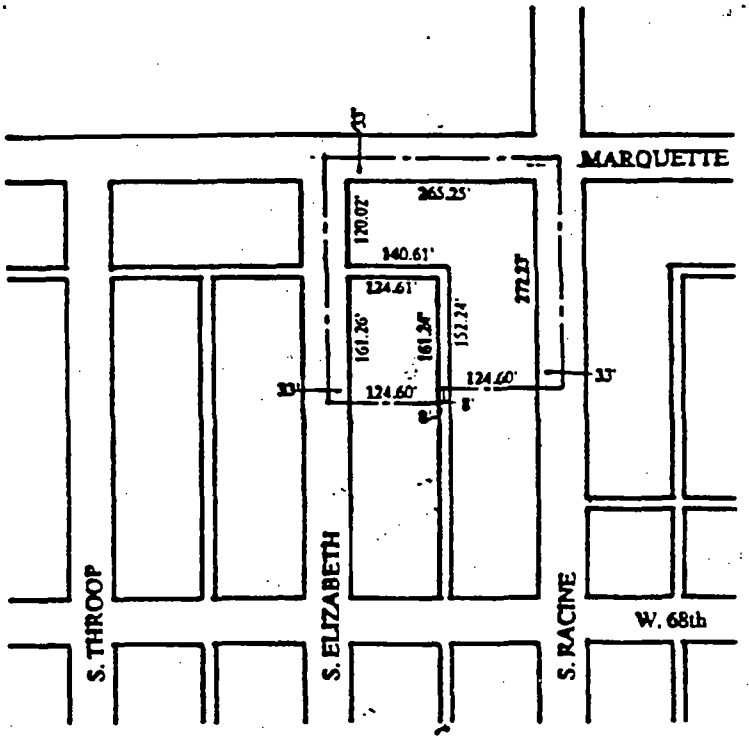
APPLICANT: Hayes Senior Housing Corporation
ADDRESS: 67th Street and South Racine Avenue
DATE: January 10, 1991
REVISED: April 11, 1991

NORTH

SCALE: 1" = 200'-0"

INSTITUTIONAL/RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY LINE MAP
RIGHT OF WAY ADJUSTMENT MAP



LEGEND

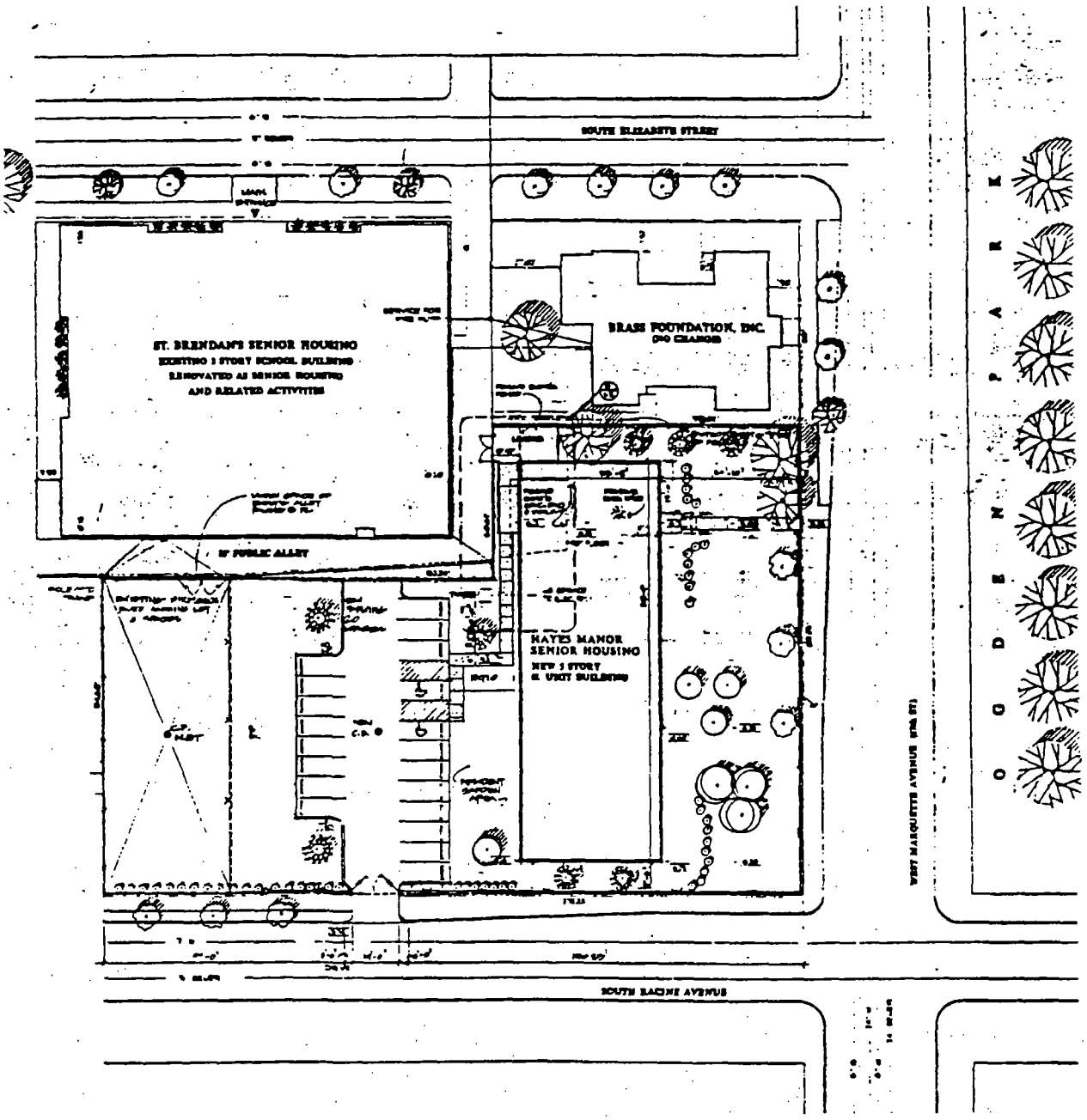
——·—— Planned Development Boundary

NORTH

APPLICANT: Hayes Senior Housing Corporation
ADDRESS: 67th Street and South Racine Avenue
DATE: January 10, 1991
REVISED: April 11, 1991

SCALE: 1" = 200'-0"

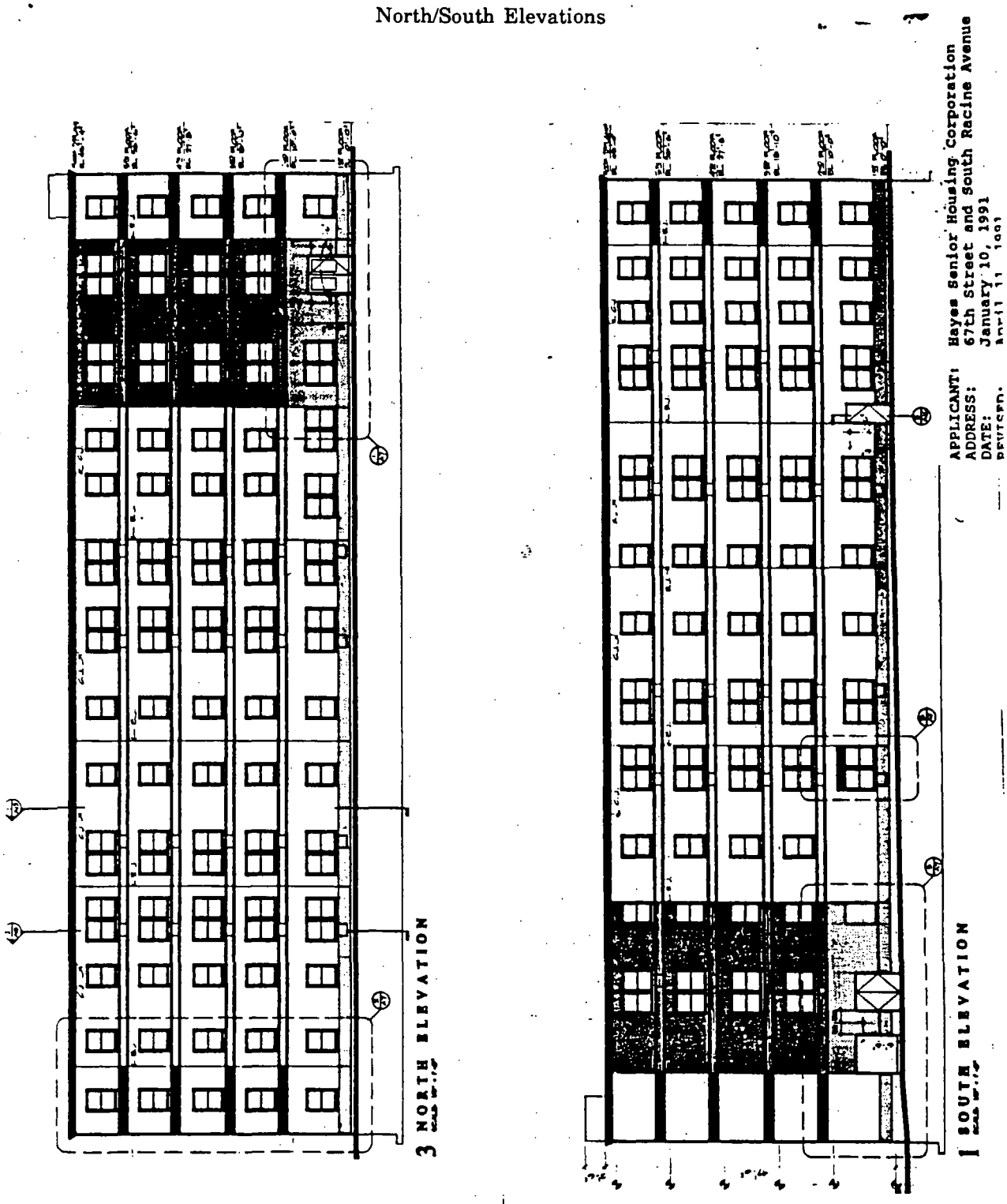
Site Plan/Landscape Plan



1 SITE PLAN - LANDSCAPE PLAN

APPLICANT: Hayes Senior Housing Corporation
ADDRESS: 67th Street and South Racine Avenue
DATE: January 10, 1991
REVISED: April 11, 1991

North/South Elevations



(Continued from page 1191)

Reclassification Of Area Shown On Map Number 28-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 28-H in the area bounded by:

a line 334.2 feet north of West Montvale Avenue; South Vincennes Avenue; West Montvale Avenue; and the alley next west of and parallel to South Vincennes Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

(Adverse Committee Recommendations)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith *Deferred* and ordered published:

CHICAGO, May 22, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on May 14, 1991, I beg leave to recommend that Your Honorable Body pass

various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Numbers 10626 and 10742 which failed to meet the committee's approval and were unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers: A-2824, A-2843, 10756, 10765, 10724, 10726, 10685 -- a Business Planned Development, 10737 -- an Institutional Planned Development Number 378, and 10739 -- an Institutional Planned Development.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations:

2058 West Washburne Avenue and 5029 South Racine Avenue.

I ask that the record reflect the withdrawal of two Application Numbers A-2829 and 10727.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Numbers 10769 and A-2843, which I move for immediate passage today because time is of the essence on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-K.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 1-K in the area bounded by:

West Wayman Street; a line 77.62 feet east of and parallel to North Kilpatrick Avenue; West Fulton Street; and North Kilpatrick Avenue,

to those of an R1 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R8 General Residence District symbols and indications as shown on Map No. 3-E in the area bounded by:

a line 282 feet north of and parallel with East Burton Place; North Lake Shore Drive; a line 157 feet north of and parallel with East Burton Place; and the alley next west of North Lake Shore Drive,

to the designation of a Residential Planned Development, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Residential Planned Development No. _____

Plan Of Development

Statements.

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 21,058 square feet or 0.483 acres of real property in its net site area (the "Property"). The boundaries of the Property are shown on the attached Property Line and Planned Land Use Map. Legal title to the subject Property is held in the name of the applicants, the International College of Surgeons, a not-for-profit corporation of the District of Columbia, and the United States Section of the International College of Surgeons, a not-for-profit corporation of the District of Columbia.

2. This Plan of Development consists of fourteen (14) Statements; an Existing Zoning Map, a Property Line and Planned Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; and a Site and Landscaping Plan prepared by Solomon Cordwell, Buenz & Assoc., Inc., Architects, dated October 1990. The Site and Landscaping Plan is on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

3. The Applicant (or its successors, assignees, grantees, or such other person or entity as may then own or control the Property) shall obtain all required reviews, approvals, licenses and permits required in connection with this Planned Development.

4. The permitted uses in the Planned Development are as follows: residential dwelling units and accessory uses; fraternal, philanthropic and eleemosynary uses including office, museum, meeting rooms, and accessory uses; off-street parking and loading.

5. Any service drives or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of

construction and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning.

6. All off-street parking and loading facilities will be provided in compliance with this Planned Development.

7. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

8. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning. Temporary signs such as construction and marketing signs shall be permitted subject to the aforesaid approval.

9. The height restriction of the improvements and any appurtenances attached thereto shall be subject to:

   (a) Height limitations as certified and approved by the Federal Aviation Administration; and

   (b) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

10. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply. In addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area in excess of 5,000 square feet devoted to mechanical equipment in a single location, regardless of placement in the building, shall be excluded.

11. The improvements on the Property, including the ground floor areas, and all entrances and exits to the parking and loading area, shall be designed and constructed in general conformance with the Site and Landscaping Plan. The exterior landscaping shall be designed and constructed in general conformance with the Site and Landscaping Plan. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning

that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by §11.11-3(c) of the Chicago Zoning Ordinance.

12. The rights granted to and the obligations imposed on the Applicant under this Planned Development shall inure to the benefit of and be binding on the Applicant's successors, assigns and/or grantees.

13. Unless a building permit is properly applied for and pursued with due diligence, the approvals granted and obligations imposed under this Planned Development shall expire upon the tenth anniversary of the effective date hereof. Provided, however, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Development ordinances, then such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of an R8 General Residence District.

14. The Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments", as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.

[Existing Zoning Map, Property Line and Planned Land Use Map, Existing Land Use Map, and Conceptual Site and Landscape Plan attached to this Plan of Development printed on pages 1205 through 1208 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development

Use And Bulk Regulations And Data.

Net Site Area		Generalized Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
Sq. Ft.	Acres			
21,058	.0483	Residential dwelling units and accessory uses; fraternal, philanthropic and eleemosynary uses including office, museum, meeting rooms, and accessory uses; off-street parking and loading.	14.4	84% at grade

Gross Site Area = Net Site Area, 21,058 square feet + area to remain in public right-of-way, 5,600 square feet = 26,658 square feet.

Maximum Floor Area Ratio:	14.375.
Maximum Number of Dwelling Units:	71.
Maximum Site Coverage:	84% at grade.
Actual Number of Off-Street Parking Spaces:	80.
Minimum Number of Off-Street Loading Berths:	2.

Required Yards:

Front:	Existing yard shall be retained.
Side:	None.
Rear:	30 feet beginning at a height of 18 feet above curb level.

Maximum Building Height: 435 feet above curb.

AGREED CALENDAR

Alderman Burke moved to *Suspend the Rules Temporarily* for the propose of including in the Agreed Calendar resolutions presented by Aldermen Buchanan, Burke, Gutierrez, Suarez, Natarus, Levar and Schulter. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

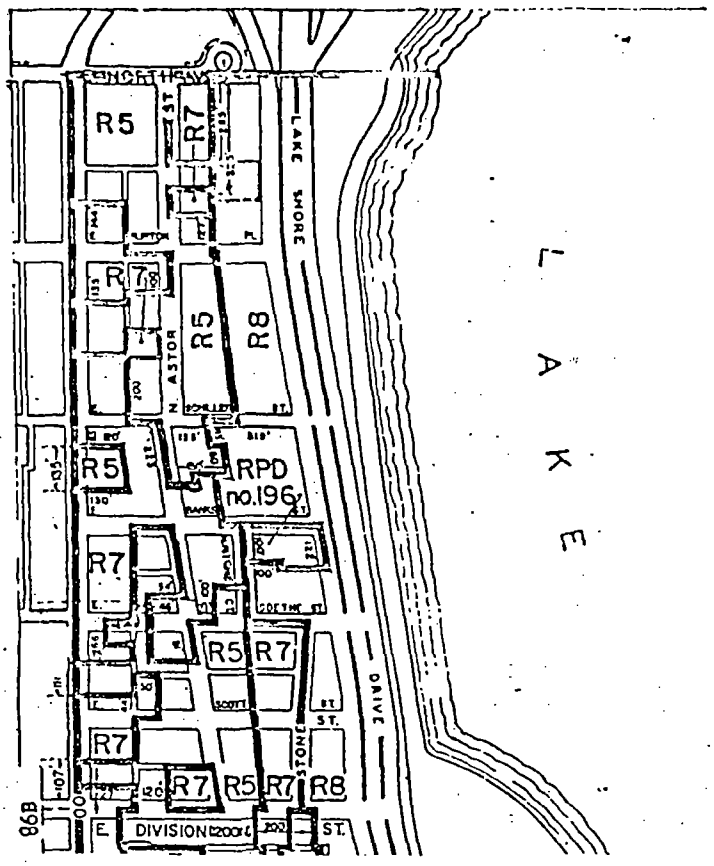
Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

(Continued on page 1209)

RESIDENTIAL PLANNED DEVELOPMENT NO. ___

EXISTING ZONING MAP



LEGEND:

Subject Property

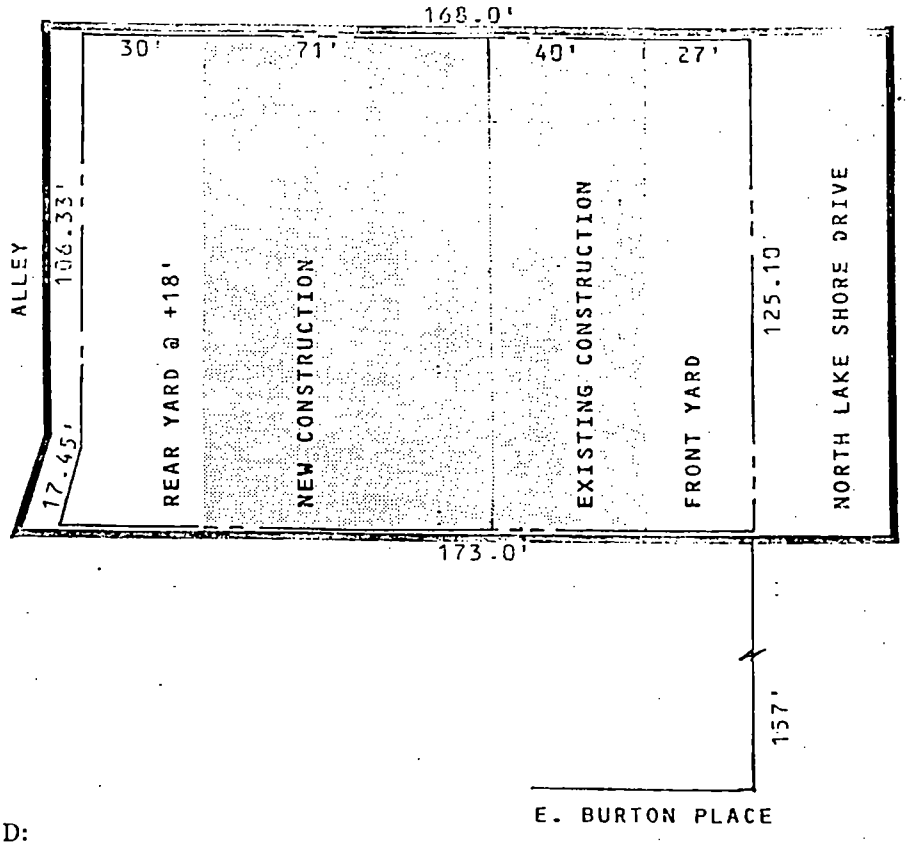
APPLICANT: The International College of Surgeons

ADDRESS: 1516-1524 North Lake Shore Drive

DATE: January 29, 1991

RESIDENTIAL PLANNED DEVELOPMENT NO. ____

PROPERTY LINE AND PLANNED LAND USE MAP



LEGEND:

Planned Development Boundary

27' Dimensioned Property Line

For permitted uses, see Statement No.4

Note: No Right-Of-Way adjustments are planned.

APPLICANT: The International College of Surgeons

ADDRESS: 1516-1524 North Lake Shore Drive

DATE: January 29, 1991

RESIDENTIAL PLANNED DEVELOPMENT NO. ___

EXISTING LAND USE MAP



LEGEND:

Subject Property

Note: Significant building heights are noted.

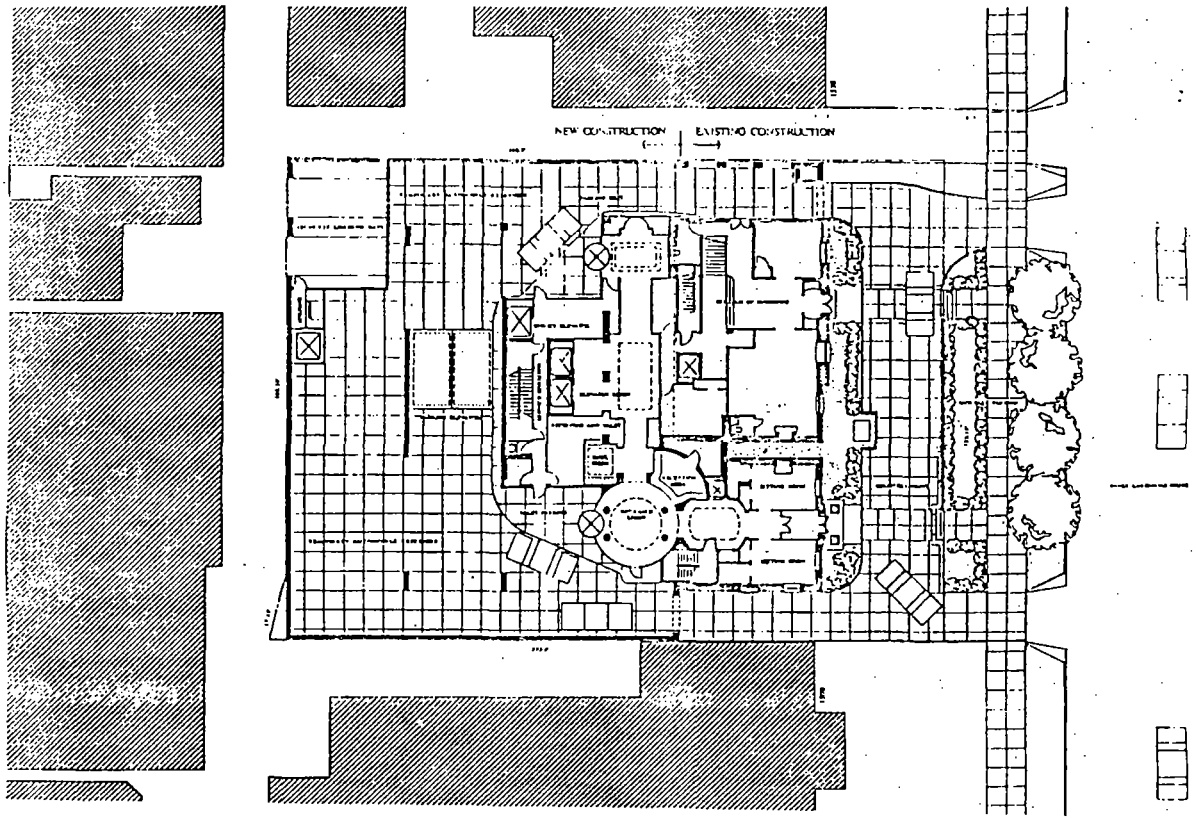
APPLICANT: The International College of Surgeons

ADDRESS: 1516-1524 North Lake Shore Drive

DATE: January 29, 1991

RESIDENTIAL PLANNED DEVELOPMENT NO. ____

CONCEPTUAL SITE AND LANDSCAPING PLAN



Note: This plan prepared by Solomon, Cordwell, Buenz & Assoc., Inc., dated October 1990 is on file at larger scale in the Department of Planning, 10th floor, City Hall.

APPLICANT: The International College of Surgeons

ADDRESS: 1516-1524 North Lake Shore Drive

DATE: January 29, 1991

(Continued from page 1204)

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN MAZOLA (1st Ward):

JUNE 4, 1991 DECLARED AS MUSIC OF THE BAROQUE DAY.

WHEREAS, Music of the Baroque is celebrating its twentieth anniversary during the 1990 -- 1991 season; and

WHEREAS, The ensemble will present Mendelssohn's "Elijah", featuring world-renowned guest soprano soloist Susan Dunn, in its debut performance at Orchestra Hall on June 4, 1991; and

WHEREAS, The ensemble has been declared to be "the third jewel in Chicago's musical triple crown" by Irv Kupcinet; and

WHEREAS, The ensemble has performed at Lincoln Center, the White House, and the Ravinia Festival, and has received acclaim from critics in New York, London, and Chicago; and

WHEREAS, Music of the Baroque was the first professional chorus to have its own regular nationally syndicated radio series heard by over ten million people in Europe, Canada and the United States; and

WHEREAS, The ensemble presents twenty-seven concerts annually throughout the Chicago metropolitan area in some of Chicago's most architecturally beautiful and acoustically perfect churches; and

WHEREAS, Music of the Baroque has brought Chicago its first performances of masterworks such as Monteverdi's "Vespers of the Blessed Virgin" and Mozart's opera "Idomeneo"; and

WHEREAS, Music of the Baroque has firmly established itself as one of Chicago's most esteemed and prized cultural institutions; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That June 4, 1991, be declared "Music of the Baroque Day"; and

Be It Further Resolved, That this resolution shall be effective immediately upon passage.

Presented By

ALDERMAN BLOOM (5th Ward):

PORTION OF 71ST STREET BETWEEN STONY ISLAND AVENUE AND SOUTH SHORE DRIVE GIVEN HONORARY NAME OF "EMMETT TILL ROAD".

WHEREAS, The August 28, 1955 nightmare (kidnap/lynching) of fourteen year old Emmett Louis Till, a Chicagoan, gave birth to the modern American civil rights renaissance of the 60's when 600,000 people viewed his remains in Chicago, and focused worldwide attention on the injustice and plight caused by governmental racism against citizens of African origin; and

WHEREAS, Global Committee Commemorating King Days annually commemorates Emmett Till on August 28 -- Dream Day, which pays homage to the August 28, 1963, "I Have A Dream March" on Washington, led by The Reverend Dr. Martin Luther King, Jr., that prompted the passage of the Civil Rights Bill of 1963 which was held on the eighth anniversary of the Till incident; and

WHEREAS, Emmett Till was mentioned in the "I Have A Dream Speech", providing evidence that out of the nightmare of Till came the Dream of King earning him a place in history and a suitable, permanent and lasting memorial to his legacy be established to symbolize the sacrifices of all the children of the movement, ages eleven to seventeen, who lost their lives during the civil rights renaissance of the 1960's; and

WHEREAS, A.A. Rayner's Funeral Home, which handled the body of Till, is located on 71st Street and as 71st Street was the street in which The Reverend Dr. King was stoned marching for open housing in Chicago, renaming 71st Street will provide a suitable, permanent and lasting memorial; and

WHEREAS, Naming a street after a child is unprecedented, by honoring a child we honor what is best in ourselves, we honor all the children of future generations and people of the world who have made sacrifices for human rights, justice and peace; and

WHEREAS, The City Council of the City of Chicago has previously given 71st Street from 3200 west at South Kedzie to 1600 east at South Stony Island the honorary name of "Emmett Till Road"; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled on this day the twenty-second of May, 1991, that 71st Street running east from 1600 east at Stony Island Avenue to South Shore Drive be given the honorary name of "Emmett Till Road"; and

Be It Further Resolved, That the Commissioner of Streets and Sanitation is authorized and directed to place the proper signs bearing the name set forth in the previous paragraph along said street.

Presented By

ALDERMAN STEELE (6th Ward):

TRIBUTE TO LATE MRS. MARY HOLMES CRUTCHER.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mary Holmes Crutcher, beloved citizen and friend; and

WHEREAS, A native of Wilmar, Arkansas, Mary Holmes Crutcher came to Chicago as a child, graduated from Englewood High School and Molar Beauty College. The loving mother of a fine son, Arthur Tutwilder II, she built her own business as a cosmetologist. She met and married Jesse Crutcher in 1952, and in 1957 they moved to the parish of Chathman Fields Lutheran Church, where she began many helpful projects in her community. She taught Sunday School, and was known for dynamic and constructive civic-mindedness, becoming active in the Lutheran Women's League and eventually in several senior organizations affiliated with her church and her neighborhood; and

WHEREAS, Mary Holmes Crutcher leaves her husband of thirty-eight years, Jesse, her son, a grandson, Arthur Tutwilder III, and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby express our sorrow on the death of Mrs. Mary Holmes Crutcher, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Jesse Crutcher.

CONGRATULATIONS EXTENDED TO POLICE SERGEANT JOHNNIE BULLY ON HIS RETIREMENT AFTER THIRTY-THREE YEARS OF DEDICATED SERVICE.

WHEREAS, Chicago Police Sergeant Johnnie Bully retired March 1, 1991, after an outstanding career in public service extending well over three decades; and

WHEREAS, Johnnie Bully was appointed to the Chicago Police Department September 1, 1958, and for the next three years served first in the old 22nd District and then in the old 26th District. In 1961 he was assigned to Area Four Youth Patrol, where he served four years at Crane Technical High School, and sixteen years at McKinley Upper Grade Center. In 1980 the Youth Division assigned him as the liaison warrant officer in Juvenile Court; and

WHEREAS, On April 1, 1981, Officer Johnnie Bully was promoted to the rank of Sergeant. He was assigned to Police Headquarters at 11th and State for two years, and in 1983 Sergeant Bully was assigned as Supervising Sergeant at Area Four Youth Division. There he implemented a plan that reduced truancy and devised new methods and techniques for the twenty youth patrol officers under his supervision in the 165 schools they service in Area Four; and

WHEREAS, For his exemplary service in a productive thirty-three year career, Sergeant Johnnie Bully received numerous letters of appreciation from school officials, and numerous commendations and honorable mentions from the Chicago Police Department. He represents the highest standard of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May, 1991, A.D., do hereby express our gratitude and our congratulations to Chicago Police Sergeant Johnnie Bully on the occasion of his retirement, and extend to this fine citizen our best wishes for continuing happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Johnnie Bully.

CONGRATULATIONS EXTENDED TO DR. EDWARD HAROLD OLIVER ON HIS RETIREMENT AFTER SEVENTEEN YEARS AS PRINCIPAL OF PERCY L. JULIAN HIGH SCHOOL AND THIRTY-FIVE YEARS WITH BOARD OF EDUCATION.

WHEREAS, Edward Harold Oliver is retiring after a landmark career in Education; and

WHEREAS, Dr. Oliver, a native of Alabama, came to Chicago as a young adult and began with Chicago's Board of Education in 1955. His expert teaching and administrative abilities were easily recognized, and he was named Principal of Ryder Elementary School in 1971. In 1974 he became the first Principal of the Percy L. Julian High School, the position from which he retires this year; and

WHEREAS, Dr. Edward H. Oliver also taught some ten years at Hyde Park High School and was Assistant Principal of Kenwood High School from 1966 to 1971. He holds a B.S. and an M.S. in Chemistry, as well as his Doctorate of Education; and

WHEREAS, Under Dr. Oliver's guidance, Percy L. Julian High School has become one of Chicago's most outstanding successes in secondary education; and

WHEREAS, The member of many professional, social and community organizations, Dr. Oliver is widely known and respected not only in his great south side community, but nationally in the fields of Chemistry as well as Education; and

WHEREAS, Dr. Oliver and his lovely wife, the former Emma Jean Andrews, have one daughter, Sharon. During his distinguished career, he has now earned much quality time with his family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby offer our gratitude

and our heartiest congratulations to Dr. Edward Harold Oliver as he retires after seventeen years as Principal of Percy L. Julian High School, and after over thirty-five years with the Board of Education. We offer this fine citizen our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Edward H. Oliver.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MRS. HELEN E. BREWER.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. Helen E. Brewer, beloved citizen and friend; and

WHEREAS, A native of Dallas, Texas, Helen came to Chicago at an early age, eventually received her formal education and met and married Edward E. Brewer in 1943; and

WHEREAS, Helen E. Brewer worked for many years for various agencies of the federal government and retired after a successful career with the Social Security Administration; and

WHEREAS, Besides her loving husband, Helen E. Brewer leaves her only offspring, Robert Lawrence Brewer, Sr., and his wife, Patricia, and one grandson, Robert Lawrence Brewer, Jr., plus a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, do hereby mourn the passing of Helen E. Brewer, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Edward E. Brewer.

TRIBUTE TO LATE MRS. ERNESTINE PAGE.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. Ernestine Page, outstanding public servant, devoted matriarch and beloved friend; and

WHEREAS, Ernestine Page was born in southern Illinois, June 26, 1928, and came to Chicago at an early age. Here she met and married Herman Page, Sr., and, years later became a member of Saint Marks Church of God in Christ, where her devotion, wisdom and commitment earned her the title of Evangelist. As Evangelist, Ernestine Page was an inspiration to all who knew her and benefitted from her counsel; and

WHEREAS, A telephone operator for the City of Chicago for many years, Ernestine Page was an outstanding family person. Her union with Herman Page, Sr., had yielded four sons, three daughters, ten grandchildren and six great-grandchildren, and in addition she leaves many other relatives and friends; she departed this life April 18, 1991; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby express our sorrow on the passing of Mrs. Ernestine Page, and extend to her family and many friends our heartfelt sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Herman Page, Sr.

TRIBUTE TO LATE MR. IVAN KEITH THAMES.

WHEREAS, God in his infinite wisdom has called to his eternal reward Ivan Keith Thames, April 16, 1991, a month short of his thirtieth birthday; and

WHEREAS, In his comparatively brief life, Ivan Keith Thames touched many people and proved himself an outstanding citizen and a first-rate public servant. An employee of the United States Postal Service, he was recipient of *The Chicago Tribune's* "Employee of the Year 1989" award; and

WHEREAS, A graduate of Roseland Community High School, Ivan Keith Thames furthered his education at Coyne American Institute. His proud parents, Mr. and Mrs. Hosea Thames, survive, along with his children, Dominique and Ivan Delano, two brothers, two sisters and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow

on the passing of Ivan Keith Thames, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ivan Keith Thames.

TRIBUTE TO LATE MRS. KATHLEEN J. WILSON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Kathleen J. Wilson, outstanding public servant and highly visible in her south side community; and

WHEREAS, Kathleen Judy Wilson was born September 8, 1940, in Des Moines, Iowa, and moved to Chicago shortly after graduating from high school there. Her instincts and interest in politics and government led her to become a member of the 2nd Ward Regular Democratic Organization where her father was a Precinct Captain, and later she joined the 8th Ward Regular Democratic Organization, where she participated in many community efforts; and

WHEREAS, Kathleen Wilson attended Chicago City College and eventually became employed by the Cook County Department of Building and Zoning, working her way from a secretary to Deputy Commissioner; and

WHEREAS, Her rare dedication to public service, her intelligence and her friendship will be sorely missed by all the citizens whose lives she touched. Kathleen Wilson leaves to mourn a daughter, her mother, two sisters, four brothers and a host of relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby express our sorrow on the passing of Kathleen J. Wilson, an outstanding public servant and friend, and extend to her family our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Kathleen J. Wilson.

CONGRATULATIONS EXTENDED TO MR. CHARLES T. JOHNSON ON HIS RETIREMENT AFTER FORTY YEARS OF DEDICATED SERVICE WITH PEOPLES GAS LIGHT AND COKE COMPANY.

WHEREAS, Charles Thomas Johnson, outstanding citizen of the 8th Ward, is retiring from the Peoples Gas Light and Coke Company after over four decades of dedicated service; and

WHEREAS, Charles Thomas Johnson, a native Chicagoan, was graduated from Douglas Elementary School and Wendell Phillips High School. He also attended Wilson Junior College; and

WHEREAS, A participant in the Wendell Phillips High School Alumni Association, Charles T. Johnson has an active and highly constructive community life. He is past Vice-President of the Cosmopolitan Chamber of Commerce and has been a board member there for over twenty years. He serves on the Dearborn Real Estate Board and on the Board of Managers for the Rosenblum-Woodlawn-Yancey Boys and Girls Club. A highly civic-minded citizen, he has been President of the Chappel-Clyde-Merrill Block Club and has always given his time and talents to other such organizations; and

WHEREAS, Charles T. Johnson is also an outstanding family man. He and his lovely wife, Verna, have raised their two children, Kenneth and Adrienne, here in Chicago, and while he still plans active community participation, it is hoped that his retirement will allow him full quality time with his family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our heartiest congratulations to Charles Thomas Johnson on the occasion of his retirement, and extend to this fine citizen and his family our very best wishes for continuing happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Charles T. Johnson.

CONGRATULATIONS EXTENDED TO THE REVEREND HOWARD TUITE ON HIS TENTH ANNIVERSARY AS PASTOR OF SAINT FELICITAS CHURCH.

WHEREAS, The Reverend Howard Tuite is currently celebrating ten

years as Pastor, Evangelizer and Spiritual Leader of Saint Felicitas Church, 1526 East 84th Street in Chicago's great 8th Ward; and

WHEREAS, A Diarchdiocesan Priest committed to the Archdiocese of the City of Chicago, Father Howard Tuite has served on our south side ever since his ordination in 1954. From 1976 to 1984 he served as Urban Vicar of the south side. He was highly instrumental in organizing the Avalon Park Clergy Association; and

WHEREAS, A generous, helpful leader and a positive force at Saint Felicitas Parish, Father Howard Tuite is beloved and respected by all who know him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby offer our heartiest congratulations to The Reverend Howard Tuite as he celebrates his tenth anniversary as Pastor of Saint Felicitas Church, and extend to this outstanding spiritual leader our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Howard Tuite.

CONGRATULATIONS EXTENDED TO SAINT MARK CHURCH OF GOD IN CHRIST ON OCCASION OF ITS MORTGAGE BURNING.

WHEREAS, Saint Mark Church of God in Christ, one of the most constructive and inspiring religious institutions on Chicago's great south side, is having its mortgage burning service Sunday, April 28, 1991; and

WHEREAS, Through diligence and persistence motivated by prayer, the proud leaders and members of Saint Mark Church of God in Christ have brought economic security into joint tenancy with spiritual security. Founded some fifty-five years ago, Saint Mark Church has had several outstanding leaders: Bishop Odell Reed, Elder Theodore Alkin, Elder Freddie Plair (who moved the congregation to its present location) and Elder Harold Jameau, who has been Pastor since 1989; and

WHEREAS, Saint Mark Church of God in Christ is a spiritual pillar in our 8th Ward community, sponsoring many programs which reach out to every age and economic level and providing a healing atmosphere in this troubled world. It is a source of great pride and celebration that the debt of this great church facility is "Paid In Full"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate the congregation of Saint Mark Church of God in Christ, 9201 South Avalon Avenue, and its Pastor, Elder Harold Jameau, in celebration of the church's mortgage burning. We call public attention to this inspiring institution and wish it lasting health and success in our midst; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Mark Church of God in Christ.

Presented By

ALDERMAN BUCHANAN (10th Ward):

WEEKEND OF JUNE 21 -- 23, 1991 PROCLAIMED AS AMYOTROPHIC LATERAL SCLEROSIS WEEKEND.

WHEREAS, Amyotrophic Lateral Sclerosis is a disease that destroys nerve muscles in the body, leaving the mind intact; and

WHEREAS, Some 300,000 Americans are afflicted with Amyotrophic Lateral Sclerosis, commonly referred to as Lou Gehrig's disease; and

WHEREAS, The weekend of June 21 -- 23, 1991, is chosen to raise awareness and funds to help the A.L.S. Association conquer this disease; and

WHEREAS, On June 23, 1991, the Chicago White Sox will pay tribute to Lou Gehrig as a part of Major League Baseball's effort to promote awareness of A.L.S.; and

WHEREAS, June 2, 1991, will be the fiftieth anniversary of Lou Gehrig's death; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this twenty-second day of May, 1991, do

hereby proclaim the weekend of June 21 -- 23, 1991 as the "Amyotrophic Lateral Sclerosis Weekend " in the City of Chicago, and urge all citizens of Chicago to support the efforts of the A.L.S. Association in the promotion of greater awareness of Lou Gehrig's Disease.

CONGRATULATIONS EXTENDED TO EMPLOYEES OF FORD MOTOR COMPANY'S CHICAGO ASSEMBLY PLANT ON RECEIVING "Q1 AWARD" FOR HIGH STANDARDS AND QUALITY IN WORKMANSHIP.

WHEREAS, The quality of products produced by the auto industry has come under scrutiny; and

WHEREAS, A program called "Q1--Quality Is Job One" has been adopted by "FORD"; and

WHEREAS, The 3,000 employees at Ford Motor Company's Chicago Assembly Plant located at 12600 South Torrence Avenue, in the 10th Ward, are extremely proud to be only the third "FORD" assembly plant in the nation to receive the prestigious Q1 Award; and

WHEREAS, June 3, 1991 will be a "Q1--Quality Is Job One Award Ceremony Day" for the 3,000 employees in the Chicago plant; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this twenty-second day of May, 1991, join in the acclamation of the 3,000 employees of the Ford Motor Company's Chicago Assembly Plant and extend their best wishes on this occasion and that Chicago is proud of their high standards and quality in their efforts to produce Quality Is Job One; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. Reg Anson, Plant Manager.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MS. MARGARET BOLTZ DVORAK.

WHEREAS, Margaret Boltz Dvorak had passed away on Sunday, March 10, 1991; and

WHEREAS, Margaret Boltz Dvorak was a lifelong resident of the 11th Ward Bridgeport community; and

WHEREAS, Margaret Boltz Dvorak was the devoted daughter of the late Margaret and George Boltz; and

WHEREAS, Margaret Boltz Dvorak was the loving sister of Johanna and Gregory (Barbara) Boltz; and

WHEREAS, Margaret Boltz Dvorak was the fond aunt of six, and great aunt of two; and

WHEREAS, Margaret Boltz Dvorak will be greatly missed by the many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered on this twenty-second day of May in 1991, do hereby mourn the death of Margaret Boltz Dvorak, and also extend our deepest sympathy to her many family members and friends who will miss her very much; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Margaret Boltz Dvorak.

TRIBUTE TO LATE SISTER M. CONSUELLA GALENZIEWSKI, S.S.J. T.O.S.F.

WHEREAS, Sr. M. Consuella Galenziewski, S.S.J. T.O.S.F., passed away on January 24, 1991; and

WHEREAS, Sr. M. Consuella shared sixty-four years of her life with the Sisters of Saint Joseph Third Order of Saint Francis; and

WHEREAS, Sr. M. Consuella was active with the Saint Mary's Seniors; and

WHEREAS, Sr. M. Consuella was the dearest sister of Irene Dubin and the late Frank Galenziewski; and

WHEREAS, Sr. M. Consuella was the fond aunt of many nieces and nephews; and

WHEREAS, Sr. M. Consuella will be greatly missed by the many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-second day of May in 1991, do hereby mourn the death of Sr. M. Consuella Galenziewski, and may we also extend our deepest sympathy to her many family members and friends who will miss her very much; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Sr. M. Consuella Galenziewski.

MAY 11, 1991 DECLARED AS CHICAGO TRANSIT AUTHORITY TRANSIT EMPLOYEE APPRECIATION DAY.

WHEREAS, The Chicago Transit Authority is vital to the growth and continued economic, social, and environmental well-being of the City of Chicago, in that it is the principal tool available to combat urban traffic congestion and the resulting deterioration of the Chicago area's air quality; and

WHEREAS, Public transit provides the only form of mobility for the "transportation dependent" of society -- the poor, the young, the handicapped, and the elderly; and

WHEREAS, Federal financial support for transit has been reduced by over 50% in the last ten years; and

WHEREAS, State financial support for transit in the form of reduced fare subsidy has been proposed to be eliminated in the Governor's State Budget; and

WHEREAS, This retreat on the part of the federal and state governments will result in higher fares and reduced service unless halted; and

WHEREAS, A successful program to offset the loss of federal and state funds will require the active support of all the citizens of Chicago; and

WHEREAS, The American Public Transit Association and other organizations have declared May 15, 1991, as National Transit Appreciation Day and have called upon public bodies to recognize for all citizens the vital role that transit plays in the life of cities; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-second day of May in 1991, do hereby recognize May 11, 1991, as C.T.A. Transit Employee Appreciation Day and call upon all citizens to recognize the vital role of transit in the Chicago area; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the Chicago Transit Authority.

CONGRATULATIONS EXTENDED TO SANTA LUCIA PARISH ON THIRTIETH ANNIVERSARY OF ITS SCHOOL AND FORTIETH ANNIVERSARY OF ITS CHURCH.

WHEREAS, This year the Parish of Santa Lucia will celebrate the thirtieth anniversary of the founding of its school and the fortieth anniversary of the founding of its church; and

WHEREAS, Santa Lucia Parish is well known for its dedication to the preservation of the time-honored traditions and religious faith of its Italian forebearers, while welcoming and embracing members of all racial and ethnic groups; and

WHEREAS, The faithful parishioners of Santa Lucia Church long have enjoyed and benefitted from the spiritual guidance and leadership of the Scalabrini Fathers, with Father Nick Marro now serving as its present Pastor; and

WHEREAS, Santa Lucia School has graduated hundreds of students over the past thirty years and continues to provide the youth of the surrounding communities with a quality Catholic education in a loving and spirited environment under the present capable leadership of Miss Geraldine Maratea, Class of 1963; and

WHEREAS, The thirtieth/fortieth anniversary celebration was chaired by Patricia Jackowiak, Class of 1973, also the chairperson of Santa Lucia's School Board and the Deputy Commissioner of the Consumer Protection Division of the Chicago Department of Consumer Services; and

WHEREAS, The members of Santa Lucia Parish have been ardent supporters of their school and church, demonstrating their dedication to their children and are to be highly commended; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here on this twenty-second day of May, 1991, do hereby recognize and congratulate the members of Santa Lucia Parish upon the occasion of the thirtieth anniversary of its school and the fortieth anniversary of its church; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to representatives of Santa Lucia Parish.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. BONNER MEANS BAKER.

WHEREAS, Bonner Means Baker passed away Friday, April 26, 1991 at the age of ninety-six; and

WHEREAS, Mrs. Baker was a woman of intelligence, character and compassion who led a long and full life; and

WHEREAS, Mrs. Baker was a loving wife to James Addison Baker, Jr. and a devoted mother to her children; and

WHEREAS, Mrs. Baker passed on to her children many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Mrs. Baker also gave freely of herself to her community as a member of the Junior League of Houston, the Garden Club of Houston, the Museum of Fine Arts and the First Presbyterian Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Bonner Means Baker as a woman of character who touched the lives of countless people and do hereby extend our sincerest condolences to her daughter, Bonner Baker Moffit, and son, Secretary of State James Addison Baker III; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bonner Means Baker.

TRIBUTE TO LATE MR. THOMAS A. BARRETT, FORMER MAYOR OF BERWYN, ILLINOIS.

WHEREAS, Thomas A. Barrett, the former Mayor of Berwyn, passed away April 8, 1991 at the age of ninety; and

WHEREAS, Mr. Barrett served as Alderman of Berwyn for twelve years and was respected for his intelligence and character; and

WHEREAS, Because of his leadership ability, his fellow Aldermen elected Mr. Barrett Mayor of Berwyn in 1947 to fill a vacancy; and

WHEREAS, Mr. Barrett declined to seek election in 1948 due to his career at the Chicago Paper Co., where he eventually became Vice-President; and

WHEREAS, As Alderman and Mayor, Mr. Barrett served the citizens of Berwyn with distinction; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Thomas A. Barrett for his dedicated service to the people of Berwyn, and do hereby extend our sincerest condolences to his daughters, Marian McInerney and Eileen Barrett; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas A. Barrett.

TRIBUTE TO LATE SENATOR LEONARD F. BECKER.

WHEREAS, The Honorable Leonard F. Becker, a former Illinois State Senator, passed away Saturday, May 4, 1991 at the age of seventy-one; and

WHEREAS, Senator Becker was a man of character and intelligence who served as Republican State Senator from Cicero from 1978 to 1984; and

WHEREAS, Senator Becker was President of the International Brotherhood of Electrical Workers Local 1859 at Western Electric's Hawthorne Works for twenty-two years; and

WHEREAS, Because of his expertise in labor issues, Senator Becker was appointed Assistant Director of the Illinois Department of Labor in 1977; and

WHEREAS, Throughout his long and distinguished career, Senator Becker worked hard to protect and promote the rights of the workers in Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Senator Leonard F. Becker for his many contributions to government and labor in Illinois, and do hereby extend our sincerest condolences to his wife, Georgiana, and daughter, Bernadette Zak; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Senator Leonard F. Becker.

TRIBUTE TO LATE UNITED STATES REPRESENTATIVE RICHARD WALKER BOLLING.

WHEREAS, The Honorable Richard Walker Bolling, former United States Representative from Missouri, passed away Sunday, April 21, 1991 at the age of seventy-four; and

WHEREAS, Representative Bolling was a man of intelligence and character who dedicated himself to the service of his country and his constituents; and

WHEREAS, It is a testament to the high regard in which he was held that his constituents returned Representative Bolling to Congress seventeen consecutive times before he retired in 1982; and

WHEREAS, During his tenure in Congress, Representative Bolling was acknowledged as a supreme tactician and highly-skilled parliamentarian, talents he used to help ensure passage of countless important matters, including landmark civil rights legislation; and

WHEREAS, Throughout his long and distinguished career, Representative Bolling upheld the finest standards of the United States Congress; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Representative Richard Walker Bolling for his many years of dedicated service to the residents of Missouri and the people of the United States, and do hereby extend our sincerest condolences to his wife, Nona; daughter, Andrea Bolling; and stepsons, Jimmy Akin and John Akin; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Representative Richard Walker Bolling.

TRIBUTE TO LATE MR. ROGER J. BOYLAN, SR.

WHEREAS, Roger J. Boylan, Sr. passed away Sunday, April 28, 1991 at the age of seventy-six; and

WHEREAS, Mr. Boylan, a man of intelligence and character, was a highly respected attorney in Chicago; and

WHEREAS, For the last ten years, Mr. Boylan employed his considerable skills as a counsel to Herbert F. Stride, Ltd.; and

WHEREAS, Throughout his long and distinguished career, Mr. Boylan contributed much to and enhanced the reputation of the legal profession in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do

hereby commemorate Roger J. Boylan, Sr. for his invaluable contributions to the legal profession, and do hereby extend our sincerest condolences to his wife, Mary Shirley, five sons and four daughters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Roger J. Boylan, Sr.

TRIBUTE TO LATE MS. MARY BROOMFIELD.

WHEREAS, Mary Broomfield passed away Thursday, May 16, 1991 at the age of fifty-six; and

WHEREAS, Ms. Broomfield, a woman of intelligence, energy and compassion, had a long and distinguished career with the Chicago Board of Education; and

WHEREAS, Ms. Broomfield, who always dreamed of being a teacher, rose through the ranks to become the Board's Assistant Superintendent for the Department of Equal Educational Opportunity Programs in 1985; and

WHEREAS, Throughout her career, Ms. Broomfield was known as a dedicated educator and a champion of students, particularly underprivileged and minority students; and

WHEREAS, Because of Ms. Broomfield's tireless efforts, an opportunity to learn was given to countless children who otherwise might not have had such an opportunity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Mary Broomfield for her invaluable contributions to education in Chicago, and do hereby extend our sincerest condolences to her mother, Elizabeth Hatcher; stepfather, Charles Hatcher; and sister, Doris Jean Moore; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Broomfield.

TRIBUTE TO LATE MR. JOHN E. CARROLL.

WHEREAS, John E. Carroll passed away Wednesday, April 24, 1991 at the age of seventy-one; and

WHEREAS, Mr. Carroll was with the City of Chicago for twenty-five years, where he proved himself to be an exemplary employee and worked his way up to become Foreman of Machinists for the Department of Streets and Sanitation; and

WHEREAS, After retiring from the city, Mr. Carroll joined the Machinists Union, Local 126, where he became Directing Business Manager; and

WHEREAS, While with the Union, Mr. Carroll used his considerable skills and intelligence for the benefit of all machinists in the Chicago area; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate John E. Carroll for his dedicated service to the City of Chicago and for his many contributions to working men and women, and do hereby extend our sincerest condolences to his wife, Eileen, and son, John; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John E. Carroll.

TRIBUTE TO LATE MR. JAMES P. GAUGHAN.

WHEREAS, James P. Gaughan, Comptroller for the Cook County Forest Preserve District, passed away recently at the age of sixty; and

WHEREAS, Mr. Gaughan received his degree in electrical engineering from the University of Illinois and his law degree from New York University; and

WHEREAS, Mr. Gaughan, an intelligent and multi-faceted individual, was associated with several law firms and ran for alderman of the 44th Ward in 1969; and

WHEREAS, Mr. Gaughan served effectively and efficiently as Comptroller for the Forest Preserve and also served as Deputy Comptroller and Comptroller for Cook County; and

WHEREAS, No matter what office he held, Mr. Gaughan was a valuable asset and conducted himself in accord with the highest standards of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-second day of May, 1991, do hereby commemorate James P. Gaughan for his exemplary service to Cook County and its citizens, and do hereby extend our sincerest condolences to his wife, Nancy; sons, James and John; and daughter, Susan; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James P. Gaughan.

TRIBUTE TO LATE MR. LARRY GINNEGAW.

WHEREAS, Larry Ginnegaw passed away Tuesday, April 16, 1991 at the age of forty-eight; and

WHEREAS, Mr. Ginnegaw, an investment consultant, was President of the Board of Directors of the Chicago Lung Association; and

WHEREAS, Mr. Ginnegaw was a dedicated member of the Lung Association and gave generously of his time and expertise; and

WHEREAS, Mr. Ginnegaw ably served the Lung Association as a board member and chairman of its fundraising committee before being elected President in 1989; and

WHEREAS, Thanks to Mr. Ginnegaw's tireless efforts, the Lung Association was better able to further its worthy goals; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Larry Ginnegaw for his dedicated service to the Chicago Lung Association and do hereby extend our condolences to his parents, Howard and Helen, and his sister; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Larry Ginnegaw.

TRIBUTE TO LATE SENATOR JOHN HEINZ III.

WHEREAS, The Honorable John Heinz III, United States Senator from Pennsylvania passed away Thursday, April 4, 1991 at the age of fifty-two; and

WHEREAS, Senator Heinz was a man of intelligence and character who faithfully and efficiently served in the United States Congress for more than twenty years; and

WHEREAS, It is a testament to Senator Heinz's popularity and leadership that the people of Pennsylvania elected him to the House of Representatives three times and to the Senate three times; and

WHEREAS, In the Senate, Senator Heinz, a Republican, was highly-respected for his skill at mastering complex legislation, particularly in the areas of health and labor; and

WHEREAS, Throughout his career, Senator Heinz upheld the finest traditions of the United States Congress; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Senator John Heinz III for his many years of dedicated service to the people of the United States, and do hereby extend our sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Senator John Heinz III.

TRIBUTE TO LATE MR. THOMAS J. JOHNSON, JR.

WHEREAS, Thomas J. Johnson, Jr. passed away Thursday, May 16, 1991 at the age of eighty-four; and

WHEREAS, Mr. Johnson, a highly respected attorney, practiced law in Chicago for more than fifty years; and

WHEREAS, Mr. Johnson was a man of intelligence and insight who had the ability to look at the facts of cases in innovative ways; and

WHEREAS, After earning his law degree from the University of Notre Dame, Mr. Johnson applied his considerable legal skills as an Assistant Cook County State's Attorney, City of Chicago Corporation Counsel, Special

Prosecutor and Chicago Park District Assistant General Attorney during the 1920s and 1930s; and

WHEREAS, Mr. Johnson bravely served his country as a Lieutenant Colonel in the Army Air Corps during World War II, after which he enjoyed a long and distinguished career in private practice; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Thomas J. Johnson, Jr. for his dedicated service to the people of Chicago and Cook County and for his invaluable contributions to the legal profession, and do hereby extend our sincerest condolences to his wife, Janet, daughter, Janet J. Underwood, and sons, William B., T. Michael and Timothy B.; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. Johnson, Jr.

TRIBUTE TO LATE MR. GEORGE R. LANGE.

WHEREAS, George R. Lange passed away Friday, May 17, 1991 at the age of sixty-nine; and

WHEREAS, Mr. Lange, a man of intelligence and energy, was deeply involved in and contributed much to his community; and

WHEREAS, Mr. Lange served as Commissioner of the Broadview Fire and Police Departments and was Director of the Bureau of Testing Services in Hillside; and

WHEREAS, Mr. Lange was also a member of the District 209 School Board for over twenty years and a member of the District 92 School Board for more than twenty-five years, during which time he also served as President; and

WHEREAS, Mr. Lange improved the quality of life for countless people through his public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate George R. Lange for his many years of dedicated service to his community, and do hereby extend our sincerest condolences to his two daughters and three sons; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George R. Lange.

TRIBUTE TO LATE POLICE CAPTAIN JOHN J. MC DERMOTT.

WHEREAS, Retired Police Captain John J. McDermott passed away Monday, April 22, 1991 at the age of seventy-five; and

WHEREAS, During his long career, Captain McDermott faithfully and effectively served the Chicago Police Department in many capacities, including Commander of the East Chicago Avenue and Gresham Districts and Watch Commander of the Englewood and Chicago Lawn Districts; and

WHEREAS, Captain McDermott, a man of strong character and principles, helped rid the East Chicago Avenue District of gambling in the 1960s, an accomplishment that earned him a special commendation from the Chicago Crime Commission for his high-caliber leadership; and

WHEREAS, His anti-gambling efforts were just one of the many ways that Captain McDermott served the people of Chicago during his time with the Department; and

WHEREAS, Throughout his career, Captain McDermott upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Captain John J. McDermott for his principled and dedicated service to Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Rita, three daughters and three sons; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Captain John J. McDermott.

TRIBUTE TO LATE DR. STEPHEN P. RADOCHONSKI.

WHEREAS, Dr. Stephen P. Radochonski passed away Saturday, April 27, 1991 at the age of seventy-one; and

WHEREAS, Dr. Radochonski was a man of talent and character who was highly respected for his professional skill as a dentist; and

WHEREAS, After earning his dental degree from Loyola University, Dr. Radochonski set up practice on the southwest side; and

WHEREAS, Because of his skill and friendly personality, Dr. Radochonski soon developed a large number of loyal patients; and

WHEREAS, Dr. Radochonski was an institution to generations of southwest side patients; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Dr. Stephen P. Radochonski for his many years of dedicated service to the people of the southwest side, and do hereby extend our sincerest condolences to his wife, Jeanette, sons, Bernard and Paul, and daughter, Donna Grebliunas; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Stephen P. Radochonski.

TRIBUTE TO LATE DR. HENRY P. RUSSE.

WHEREAS, Dr. Henry P. Russe passed away Friday, May 10, 1991 at the age of sixty-three; and

WHEREAS, Dr. Russe, a man of intelligence and character, was highly respected in the medical profession for both his skill and his compassion; and

WHEREAS, Dr. Russe, Vice President of Rush-Presbyterian-St. Luke's Medical Center, was also Dean of Rush Medical College for ten years before he was appointed Interim Provost of Rush University in 1991; and

WHEREAS, Dr. Russe was deeply committed to his work as a doctor and as an educator; and

WHEREAS, Dr. Russe held many positions during his distinguished career, but no matter where he worked he was lauded for his medical ability and for the compassion he showed his patients; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Dr. Henry P. Russe for his invaluable contributions to the medical community in Chicago, and do hereby extend our sincerest condolences to his wife, Pastora San Juan Cafferty, sons, Paul and Thomas, and daughters, Catherine and Sarah; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Henry P. Russe.

TRIBUTE TO LATE JUSTICE ROY J. SOLFISBURG, JR.

WHEREAS, The Honorable Roy J. Solfisburg, Jr., former Chief Justice of the Illinois Supreme Court, passed away Friday, April 19, 1991 at the age of seventy-four; and

WHEREAS, Justice Solfisburg was a man of intelligence and character who was dedicated to the legal profession; and

WHEREAS, After graduating from the University of Illinois School of Law, Justice Solfisburg honed his considerable legal skills as Aurora's Corporation Counsel; and

WHEREAS, Justice Solfisburg served as a Circuit Court Judge for the 16th District from 1956 to 1957 and as an Illinois Appellate Judge for the 2nd District from 1957 to 1960; and

WHEREAS, By 1960 Justice Solfisburg had distinguished himself as an exemplary jurist and won election to the Illinois Supreme Court; and

WHEREAS, Justice Solfisburg proved to be a wise and effective judge during his nine years on the Supreme Court and contributed greatly to the legal system in Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Justice Roy J. Solfisburg, Jr. for his invaluable contributions to the judicial system in Illinois, and do hereby extend our sincerest condolences to his wife, Edith, two sons and three daughters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Justice Roy J. Solfisburg, Jr.

TRIBUTE TO LATE JUDGE ROBERT J. SULSKI.

WHEREAS, The Honorable Robert J. Sulski passed away Wednesday, May 15, 1991 at the age of sixty-nine; and

WHEREAS, Judge Sulski was a man of intelligence and character who contributed greatly to the governance of Chicago and the judicial system in Cook County; and

WHEREAS, Judge Sulski served as Alderman of the 32nd Ward for almost ten years, during which time he proved to be an invaluable asset to the City of Chicago; and

WHEREAS, In 1968 Judge Sulski was elected to the Cook County Circuit Court bench, where he served until his retirement in 1987; and

WHEREAS, During his almost twenty years on the bench, Judge Sulski was known as a knowledgeable and distinguished jurist; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Judge Robert J. Sulski for his many years of invaluable service to the people of Chicago and Cook County, and do hereby extend our sincerest condolences to his son, Stephen, and daughters, Karen White and Linda Basil; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Robert J. Sulski.

TRIBUTE TO LATE MR. ROBERT D. TEICHERT, FORMER VILLAGE PRESIDENT OF MOUNT PROSPECT, ILLINOIS.

WHEREAS, The Honorable Robert D. Teichert, the former Village President of Mount Prospect, passed away Wednesday, April 24, 1991 at the age of sixty-six; and

WHEREAS, Mr. Teichart was a man of intelligence and character who guided the Village of Mount Prospect through its greatest expansion during his two terms as President in the 1970s; and

WHEREAS, Mr. Teichert's vision for the Village was one of growth and prosperity, and he used his considerable leadership skills to bring about a number of improvements, including the construction of a new library; and

WHEREAS, Mr. Teichert also convinced Mount Prospect to adopt the village manager form of government to enhance the professionalism of the suburb's government; and

WHEREAS, Mr. Teichert was an exemplary public servant who indelibly left his mark on Mount Prospect; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Robert D. Teichert for his many years of dedicated service to the Village of Mount Prospect, and do hereby extend our sincerest condolences to his wife, Alice, daughter, Nancy, and sons, Robert D., Jr. and William; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert D. Teichert.

TRIBUTE TO LATE SENATOR JOHN G. TOWER.

WHEREAS, The Honorable John G. Tower, former United States Senator from Texas, passed away Friday, April 5, 1991 at the age of sixty-five; and

WHEREAS, Senator Tower was a man of intelligence and character who faithfully and efficiently served in the United States Congress for over twenty years; and

WHEREAS, It is a testament to Senator Tower's leadership and personal popularity that, when elected in 1961, he was the first Republican Senator from Texas since Reconstruction; and

WHEREAS, Senator Tower, a recognized expert on military and national security issues, used his considerable skills to protect and enhance the security of the United States as Chairman of the Senate Armed Services Committee for many years; and

WHEREAS, Throughout his career, Senator Tower upheld the finest traditions of the United States Senate; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Senator John G. Tower for his many years of dedicated service to the people of the United States, and do hereby extend our sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Senator John G. Tower.

TRIBUTE TO LATE MR. JOHN R. WATERS.

WHEREAS, John R. Waters passed away Saturday, April 27, 1991 at the age of seventy-four; and

WHEREAS, Mr. Waters, a graduate of the University of Notre Dame, was a man of intelligence and character who contributed greatly to the Chicago area as a business executive and elected official; and

WHEREAS, Mr. Waters was an executive with several different companies during his long and distinguished career; and

WHEREAS, Mr. Waters also served as a member of the Wheaton City Council, Chairman of the Wheaton City Plan Commission, and Acting Mayor of Wheaton in the 1960s; and

WHEREAS, During his political career, Mr. Waters was known for his principled leadership in the areas of senior citizen and low-income housing; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate John R. Waters for his many years of dedicated public service, and do hereby extend our sincerest condolences to his wife, Virginia, sons, John and Richard, and daughters, Virginia Enright and Joan Dunfey; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John R. Waters.

TRIBUTE TO LATE MR. JOSEPH M. WELLS.

WHEREAS, Joseph M. Wells passed away Wednesday, April 24, 1991 at the age of sixty-nine; and

WHEREAS, Mr. Wells, a man of intelligence and character, graduated from Harvard University Law School and was a partner in the Chicago law firm of Ross & Hardies from 1952 to 1962; and

WHEREAS, Mr. Wells joined the Peoples Gas Light and Coke Company in 1963 and through skill and determination rose through the ranks to become Vice President and General Counsel in 1972; and

WHEREAS, Mr. Wells became a nationally respected expert on legal and regulatory aspects of the natural gas industry; and

WHEREAS, Mr. Wells went on to become Vice Chairman of MidCon Corp. and a Vice President of Occidental Petroleum before retiring in 1989; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate Joseph M. Wells for his valuable contributions to the natural gas industry and the legal profession in Chicago, and do hereby extend our sincerest condolences to his wife, Eileen, and son, Dodge; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph M. Wells.

TRIBUTE TO LATE MR. JOHN J. WOODS, FORMER MAYOR OF ROLLING MEADOWS, ILLINOIS.

WHEREAS, John J. Woods, the former Mayor of Rolling Meadows, passed away Wednesday, April 10, 1991 at the age of seventy-two; and

WHEREAS, Mr. Woods, one of the early residents of Rolling Meadows, helped shape the community in the 1950s through his talent, energy and leadership; and

WHEREAS, Mr. Woods served as the City's first Park District President before serving as Mayor from 1959 to 1965; and

WHEREAS, Rolling Meadows' character today is due in large part to Mr. Wood's vision and dedication; and

WHEREAS, Mr. Woods, an insurance and bank executive, continued his civic involvement throughout his life, serving as President of the Northwest Municipal Conference and as a Board Member of Northwest Community Hospital; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby commemorate John J. Woods for his many years of dedicated service to his community and do hereby extend our sincerest condolences to his daughter, Vohny Moehling; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Woods.

CONGRATULATIONS EXTENDED TO METRA CHAIRMAN JEFFREY R. LADD FOR STRONG LEADERSHIP DURING NATIONAL RAILROAD STRIKE.

WHEREAS, Members of eleven unions representing railroad employees across the country announced they would go on strike on April 16, 1991; and

WHEREAS, Although the Regional Transportation Authority's Metra commuter railroad was not a target of the strike, the job action would have required Metra to cease a significant portion of its operations; and

WHEREAS, Metra transports 135,000 Chicago-area residents daily and is a vital component of the city's economy; and

WHEREAS, Shutting down even a part of Metra's operations would have inconvenienced thousands of commuters and would have had a major negative impact on the city; and

WHEREAS, Metra Chairman Jeffrey R. Ladd immediately sought a temporary restraining order in Cook County Circuit Court, which permitted Metra to continue service uninterrupted; and

WHEREAS, Chairman Ladd's decisive action saved Chicago-area commuters much frustration and inconvenience and helped Chicago's economy avoid a substantial loss in productivity and a major financial setback; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby honor Chairman Jeffrey R. Ladd for his decisive action and strong leadership on behalf of Chicago-area commuters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chairman Jeffrey R. Ladd.

CONGRATULATIONS EXTENDED TO MR. STEVE WILLIAMS, MR. JOE WILLIAMS AND MR. JIM MC DONOUGH OF MOUNT CARMEL HIGH SCHOOL WRESTLING TEAM ON THEIR ATHLETIC ACHIEVEMENTS.

WHEREAS, Three members of the Mount Carmel High School Wrestling Team placed in the top two in the 1991 Illinois State High School Association Wrestling Championship; and

WHEREAS, Steve Williams won the 131-pound championship and Joe Williams won the 145-pound championship, while Jim McDonough placed second at heavyweight; and

WHEREAS, All three young men demonstrated their determination by enduring many long hours of practice to attain the level of skill necessary to compete at the championship level; and

WHEREAS, The wrestlers also proved themselves able to balance their athletic efforts with their academic goals; and

WHEREAS, Their effort exemplifies the fine qualities of sportsmanship and determination upon which amateur athletics is based; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby honor Steve Williams, Joe Williams and Jim McDonough for their athletic achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

ILLINOIS DELEGATION TO UNITED STATES CONGRESS URGED TO SEEK ENACTMENT OF MILITARY BUDGET REDUCTION AND APPLICATION OF SAVINGS TO SOCIAL SERVICE PROGRAMS AS STIPULATED IN RECENT ADVISORY REFERENDUM.

WHEREAS, Pursuant to an ordinance of the City Council of the City of Chicago, an advisory referendum was placed on the ballot for the April 2, 1991 municipal general election; and

WHEREAS, That referendum asked voters in the City their opinion on the following question:"Should the federal government reduce the military budget by ten percent (10%) each year for the next five (5) years and use the savings to provide better housing, health care, job training, environmental protection, education, and mass transit?"; and

WHEREAS, The referendum was approved by a majority of voters in the April 2 election; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-second day of May, 1991, do hereby memorialize the Illinois Delegation to the United States Congress to work to enact the measures called for in the referendum; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

ILLINOIS SENATE URGED TO PROMPTLY APPROVE ILLINOIS LABOR EQUITY ACT.

WHEREAS, On May 9, 1991 the Illinois House of Representatives approved the Illinois Labor Equity Act which would prohibit the State, units of local government, and school districts from contracting with any employer who has granted permanent employment status to a replacement employee during a labor strike; and

WHEREAS, The Illinois Labor Equity Act is currently pending in the Labor Committee of the Illinois Senate; and

WHEREAS, The right to strike is one of the most basic freedoms afforded workers under the laws of this country; and

WHEREAS, The right to strike helps promote equality between the employer and the employee at the bargaining table; and

WHEREAS, When employers replace striking employees with permanent replacements, equity in labor relations is undermined; and

WHEREAS, It has continually been the policy of the City of Chicago to promote equality between employers and employees; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby supports the Illinois Equity Act and hereby memorializes the Illinois Senate to approve the Illinois Labor Equity Act in a prompt and expeditious manner; and

Be It Further Resolved, That this resolution shall take effect immediately upon its passage.

Presented By

ALDERMAN FARY (12th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER MAJKA ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Walter and Frances Majka will celebrate fifty golden years of wedded bliss on May 5, 1991, a day their loving family will always remember and fondly cherish; and

WHEREAS, Walter and Frances are longtime residents of Chicago's great Brighton Park neighborhood; and

WHEREAS, The union of their marriage has brought their fine family into this world, two children, Janice and Sylvester, and five grandchildren; and

WHEREAS, Mr. and Mrs. Majka exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are the key factors in the inevitable fifty years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, do hereby extend our sincerest congratulations to Walter and Frances Majka, and we also extend our wishes that they may enjoy good health and the blessings of God and family for many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Walter and Frances Majka.

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO MR. KEVIN BOYLE AS RECIPIENT OF CONGRESSIONAL AWARD MEDAL.

WHEREAS, Kevin Boyle, a senior at Mount Carmel High School, was awarded a Congressional Award Medal on May 19, 1991; and

WHEREAS, Kevin Boyle, born in Chicago, is the son of Richard and Anne Boyle, and brother to Michael, Tracy, Matthew and Mark Boyle; and

WHEREAS, Kevin Boyle achieved over 100 hours of volunteer service by assisting in presentations at Mount Carmel's Open House and Super Star Night; and

WHEREAS, Kevin Boyle, as captain of the Mount Carmel football team, led them to victory against nationally ranked Moeller High School, Ohio's defending state champions; and

WHEREAS, Kevin Boyle was a leader at Kairos Retreat, held at Notre Dame University; and

WHEREAS, Kevin Boyle has been accepted to the University of Illinois' College of Business at Champaign-Urbana with the intention of achieving degrees in accounting and law; and

WHEREAS, Kevin Boyle is an academic honor student and an outstanding example of good character and citizenship; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here on the twenty-second day of May, 1991, do hereby commend this exceptional young man for demonstrating the highest degree of academic and civic excellence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Kevin Boyle.

CONGRATULATIONS EXTENDED TO MR. AND MRS. MARTIN E. BUSH ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Martin E. Bush celebrate their fiftieth wedding anniversary on June 7, 1991; and

WHEREAS, Martin E. Bush married Marion Meyer on June 7, 1941 at Saint Dorothy's Catholic Church on the south side of Chicago; and

WHEREAS, The union of their marriage brought their fine family into the world, three boys and one girl: William, MaryBeth, Martin, Jr., and Timothy; and

WHEREAS, Martin and Marion are the proud grandparents of eleven grandchildren: William, Michael, Jennifer, Michelle, Brian, Rebecca, Daniel, Eileen, Elizabeth, Ryan and Joseph; and

WHEREAS, Martin has served residents of the south side of Chicago as an optometrist for over fifty years and Marion served with the Chicago Board of Education for over twenty years; and

WHEREAS, Martin and Marion Bush will celebrate this joyous occasion with family and friends at the Westin Hotel on June 9, 1991; and

WHEREAS, Martin and Marion exemplify the goals to which we all aspire, typifying the togetherness, warmth and mutual accomplishment that are the key factors in the inevitable fifty years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here on this twenty-second day of May, 1991, do hereby congratulate Mr. and Mrs. Martin Bush 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. Martin Bush.

CONGRATULATIONS EXTENDED TO MR. AND MRS. TIMOTHY KNIGHTLY ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Timothy Knightly celebrated their fiftieth wedding anniversary on May 17, 1991; and

WHEREAS, Timothy Knightly married Mary McInerney on May 17, 1941 at Saint Rita's Catholic Church on the south side of Chicago; and

WHEREAS, The union of their marriage brought their fine family into the world, six boys and six girls: Robert, Maureen, James, Rita, Denise, Timothy, Elizabeth, Patrick, Thomas, Kathleen, John and Margaret; and

WHEREAS, Tim and Mary are the proud grandparents of twenty grandchildren: Timothy, Edward, Mary, Kathleen, Michael, Margaret, Matthew, Patrick, Colin, Thomas, Brian, Dennis, Sarah, Robert, Bridget, Megan, Sean, James, Thomas and Ann; and

WHEREAS, Tim and Mary celebrated this joyous occasion with their fine family on May 17, 1991 at Gaelic Park; and

WHEREAS, Tim and Mary exemplify the goals to which we all aspire, typifying the togetherness, warmth and mutual accomplishment that are the key factors in the inevitable fifty years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here on this twenty-second day of May, 1991, do hereby congratulate Mr. and Mrs. Tim Knightly 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. Timothy Knightly.

CONGRATULATIONS EXTENDED TO MR. DAN MAGNESALES ON HIS RETIREMENT AFTER THIRTY-SEVEN YEARS OF DEDICATED SERVICE TO CITY.

WHEREAS, Dan Magnesales, Assistant Operations Manager with the Commission on Animal Care and Control, will retire after thirty-seven remarkable years of City service; and

WHEREAS, Dan has served the citizens of Chicago as a dedicated member of the City's workforce since February 6, 1954 and has provided countless hours towards public service; and

WHEREAS, Dan was honorably discharged from the United States Army after serving his country during the Korean War; and

WHEREAS, Dan has been an active member of the Korean War Veterans Association; and

WHEREAS, During Dan's thirty-seven years of public service he was recognized as an expert in his field by local and national authorities; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this twenty-second day of May, 1991, do hereby honor Dan Magnesales on the occasion of his retirement and recognize his many years of outstanding dedication to the citizens of the City of Chicago, and extend our best wishes for a happy, prosperous and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dan Magnesales.

CONGRATULATIONS EXTENDED TO BROTHER RICE HIGH SCHOOL COACH TOM MITCHELL ON HIS INDUCTION INTO ILLINOIS HIGH SCHOOL FOOTBALL COACHES HALL OF FAME.

WHEREAS, Tom Mitchell, since 1964, has served on the faculty of Brother Rice High School and as coach for the Crusaders football team; and

WHEREAS, A native of Chicago, Tom Mitchell graduated from Saint Joachim School, Mount Carmel High School, and DePaul University; and

WHEREAS, For twenty-seven years, Tom Mitchell has been married to Mary Ann Mitchell and they are the proud parents of twin sons, Tim and Tom; and

WHEREAS, He lead the Crusaders to five Catholic League titles and in 1981, he was named Catholic League "Coach of the Year" and received the Frank Leahy Award from the University of Notre Dame; and

WHEREAS, Tom Mitchell guided Brother Rice to Prep Bowl titles in 1975 and 1980, and he was elected to the Brother Rice Hall of Fame in 1976; and

WHEREAS, In 1981, Mitchell's Crusaders captured the Class 6A title; and

WHEREAS, Tom Mitchell, after twenty-five years as head football coach of the Brother Rice Crusaders, was named to the Illinois High School Football Coaches Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate Coach Tom Mitchell for his many years of dedicated service and leadership at Brother Rice High School; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Coach Tom Mitchell.

CONGRATULATIONS EXTENDED TO DETECTIVE CLARENCE PARHAM ON HIS RETIREMENT AFTER THIRTY-FIVE YEARS OF DEDICATED SERVICE WITH CHICAGO POLICE DEPARTMENT.

WHEREAS, Clarence Parham was born and raised in Winston-Salem, North Carolina and attended Winston-Salem State University from March 1948 to May 1951; and

WHEREAS, Clarence Parham has proudly served the citizens of Chicago for thirty-five years as a dedicated member of the Police Force; and

WHEREAS, Clarence Parham served his country as a paratrooper in the 555th Parachute Infantry of the United States Army; and

WHEREAS, Clarence Parham was sworn in as an officer in the Chicago Police Department on June 1, 1956; and

WHEREAS, Clarence Parham has been recognized as an authority in his field and has been the recipient of numerous awards: two department commendations, twenty-five honorable mentions and sixteen complimentary letters; and

WHEREAS, Clarence Parham was meritoriously promoted to the rank of Detective while assigned to the Gambling Unit, Organized Crime Division; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-second day of May, 1991, do hereby honor Clarence Parham on the occasion of his retirement and recognize his many years of outstanding dedication to the citizens of the City of Chicago, and extend our best wishes for a happy, prosperous and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Detective Clarence Parham.

CONGRATULATIONS EXTENDED TO THE REVEREND THOMAS J. PURTELL ON THIRTIETH ANNIVERSARY OF HIS ORDINATION.

WHEREAS, Reverend Thomas J. Purtell celebrated on May 1, 1991, thirty years of priestly ministry for the Archdiocese of Chicago; and

WHEREAS, A native of Chicago, Father Purtell graduated from Our Lady of Victory School, Quigley Preparatory Seminary, and Saint Mary of the Lake University; and

WHEREAS, He is the son of Elizabeth and the late John Purtell, the brother of James, William and the late John, and the uncle of Patricia, John, Mary Jane, Thomas, Kathleen, Sarah and Ann; and

WHEREAS, After his ordination in 1961, Father Purtell's assignment was to Saint Joseph's Parish (Homewood); and

WHEREAS, His next assignment in 1966, was to Our Lady of Lourdes Parish (South Keeler) where he served as secretary and master of ceremonies to the late Bishop Michael Dempsey; and

WHEREAS, He became Associate Pastor in 1973 at Saint Benedict Parish (Blue Island); and

WHEREAS, In 1979, he was assigned to Saint John Fisher Parish as Associate Pastor, and since 1984, as Pastor, who has served his parishioners with compassion and dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate The Reverend Thomas J. Purtell on his thirtieth anniversary and for his many years of service to the Archdiocese of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Reverend Thomas J. Purtell.

CONGRATULATIONS EXTENDED TO DEPUTY CHIEF JOSEPH M. SHAUGHNESSY ON HIS RETIREMENT AFTER THIRTY-FIVE YEARS OF DEDICATED SERVICE WITH CHICAGO POLICE DEPARTMENT.

WHEREAS, Deputy Chief Joseph M. Shaughnessy has served and protected the citizens of Chicago for over thirty-five years as a sworn officer of the Chicago Police Department; and

WHEREAS, Joseph M. Shaughnessy, as a life-long resident of Chicago, was born here in February, 1932; and

WHEREAS, Joseph M. Shaughnessy served his country as a member of the United States Air Force, having been honorably discharged on December 21, 1952; and

WHEREAS, Joseph M. Shaughnessy married his wife of thirty-three years, Maureen, and the union of their marriage brought their fine family into the world; Michael, Sheila, Colleen and Matthew; and

WHEREAS, Joseph M. Shaughnessy became a member of the Chicago Police Department in November, 1955 and was promoted to Sergeant in July, 1965 (Vice Control Division), Lieutenant in 1972 (4th District Tactical Unit/Special Operations Administration), Captain in 1979 (Patrol Division Headquarters Administration); and

WHEREAS, On December 3, 1983, Joseph M. Shaughnessy was promoted to Commander, Morgan Park District (22nd) until August, 1986 when he was promoted to Deputy Superintendent and assigned to command the Internal Affairs Division; in January, 1991 he was assigned as Deputy Chief, Organized Crime Division until April, 1991, when he was selected as Deputy Chief, Detective Division until his retirement on June 15, 1991; and

WHEREAS, His family and friends will gather together in his honor at the Martinique Restaurant on the twenty-sixth day of June, 1991; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here on this twenty-second day of May, 1991, do hereby

extend our sincerest gratitude to Deputy Chief Joseph M. Shaughnessy on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and extend our best wishes for continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Deputy Chief Joseph M. Shaughnessy.

CONGRATULATIONS EXTENDED TO MRS. SHIRLEY TWICKLER ON HER INDUCTION INTO CHICAGO'S SENIOR HALL OF FAME.

WHEREAS, Mrs. Shirley Twickler will be recognized in these Chambers on the twenty-third of May, 1991, by the Mayor of Chicago as an outstanding volunteer in the community; and

WHEREAS, Mrs. Shirley Twickler is the wife of John Twickler, mother to six children and grandmother of three; and

WHEREAS, Mrs. Shirley Twickler, a lifelong resident of Chicago's Morgan Park neighborhood and dedicated teacher for thirteen years, began her work in gerontology fourteen years ago, has totally committed herself to all aspects of the community, particularly with the aged; and

WHEREAS, Mrs. Shirley Twickler has dedicated countless hours to the many community service organizations to include: Beverly Area Planning Association, the Bev/Mor Senior Services Office, Kennedy Park, Walker Library, several local hospitals, and is a member of the Older Womens League, 22nd Police District's Senior Advisory Board, Chicago Park District, Kiwanis and Lions clubs, Belhaven Nursing Home and the nutrition site at Bethany Union Church; and

WHEREAS, Amongst other honors, Mrs. Shirley Twickler was named "Saint Cajetan's Woman of The Year"; in 1977 was awarded "The Beverly Review Woman of the Year", and was coordinator for Hands Across America in 1976; and

WHEREAS, Mrs. Shirley Twickler is currently organizing, with A.A.R.P., United Charities and the Chicago Department on Aging, the Women's Financial Information Program; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here on this twenty-second day of May, 1991, do hereby extend our sincerest gratitude to Mrs. Shirley Twickler on this occasion of her induction to the City's Senior Hall of Fame, for her many years of service and dedication to the residents of Chicago and beyond, and extend our best wishes for continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Shirley Twickler.

CONGRATULATIONS EXTENDED TO ESMOND ELEMENTARY SCHOOL ON THEIR ONE-HUNDREDTH ANNIVERSARY.

WHEREAS, Esmond Elementary School, celebrating one hundred years of academic and community excellence under the leadership and direction of the Chicago Board of Education; and

WHEREAS, Esmond Elementary School, founded in 1873, is the oldest school in the area and is unique in that it has been integrated since its origin; and

WHEREAS, Esmond Elementary School, located at 1865 West Montvale Avenue, serves children from many differing economic, cultural and racial backgrounds; and

WHEREAS, Esmond Elementary School students and graduates have brought pride, honor and credit to themselves, their families and their school; and

WHEREAS, The Principal, Mr. John Q. Jenkins, the Faculty and the Student Council epitomize team effort and the attributes of hard work and dedication which have made Esmond School such a great success over the years; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council, assembled on this twenty-second day of May, 1991, do hereby congratulate Esmond Elementary School as they celebrate their one-hundredth anniversary of the original school building; we commend Mr. Jenkins and the teachers for their outstanding leadership and dedication to the children of the community; and we extend our best wishes to the students of Esmond School for a happy, prosperous and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Principal of Esmond School, Mr. John Q. Jenkins.

CONGRATULATIONS EXTENDED TO MORGAN PARK PRESBYTERIAN CHURCH ON ITS ONE-HUNDREDTH ANNIVERSARY.

WHEREAS, In January, 1891, the Morgan Park Presbyterian Church received a charter from the Presbytery of Chicago to found a Presbyterian congregation south of Chicago; and

WHEREAS, Since that time, the Morgan Park Presbyterian Church of Chicago has continued to provide faithful Christian ministry to the members of the community; and

WHEREAS, On Saturday, May 18, 1991, members and friends of the Morgan Park Presbyterian Church gathered to celebrate one hundred years of fellowship and service; and

WHEREAS, This congregation has withstood not only the tests of time, but also triumphed in the face of varied challenges, including a fire which completely destroyed the original building in 1933; and

WHEREAS, An integrated congregation of 185 members, the Morgan Park Presbyterian Church of the Presbyterian Church of the United States of America still remains true to its original goals; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate and extend best wishes to the Morgan Park Presbyterian Church as they celebrate their heritage; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the congregation of the Morgan Park Presbyterian Church.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MR. SAMUEL J. PARKS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Samuel J. Parks, outstanding public servant, friend and neighbor; and

WHEREAS, Samuel J. Parks was employed by the City of Chicago for some three decades, and for the past eighteen years was a member of the Department of Consumer Services; and

WHEREAS, For over twenty-five years, Samuel J. Parks was a member and eventually President of the 20th Ward Regular Democratic Organization. He wore many hats in the 20th Ward, where he was especially appreciated for his sense of organization and his perception of public opinion. He served in the capacity of Campaign Manager and Advisor to 20th Ward Committeeman Cecil A. Partee, who served from 1970 to 1989, and performed the same duties for the present Committeeman, State Senator Ethel Skyles Alexander. His final success was as Political Strategist and Advisor to 20th Ward Alderman Arenda Troutman, who was elected April 2, 1991; and

WHEREAS, A deeply religious person, Samuel J. Parks was a longtime member of Greater Bethesda Baptist Church. He leaves his wife of fifty-five years, Mrs. Johnnie Mae Burton Parks, a devoted family and many friends, among whom are some of the leaders of this great City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in session this twenty-second day of May, 1991, A.D., do hereby voice our sorrow on the passing of our friend, Samuel J. Parks, and extend to his widow and many other friends our deepest sympathy and shared sense of loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Samuel J. Parks.

CONGRATULATIONS EXTENDED TO MR. WILLIAM BOLTON III ON HIS MANY SCHOLASTIC AND ATHLETIC ACHIEVEMENTS.

WHEREAS, William Bolton III, a lifelong resident of the Woodlawn community, has been named Most Outstanding Junior in Honor Physics and Honor French 1991 at Lindbloom High School; and

WHEREAS, William Bolton III, who is sixteen years of age, is also presently attending Illinois Institute of Technology in an Engineering Program for college credits; and

WHEREAS, An All-Conference Quarterback, William Bolton III has been selected for the All-State Football Team; he is also an All-American Scholar and a winner of the National English Merit Award; and

WHEREAS, William Bolton III is the son of Sara and William Bolton, Jr., and exemplifies the type of youth in whom we 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 twenty-second day of May, 1991, A.D., do hereby congratulate William Bolton III on his many scholastic and athletic achievements, and extend to this fine young citizen our very best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to William Bolton III.

CONGRATULATIONS EXTENDED TO MR. VITTORIO NANYELU EZEJI-OKOYE ON HIS BIRTHDAY.

WHEREAS, Vittorio Nanyelu Ezeji-Okoye, a native of Ananbra State, Nigeria, and now a resident and citizen of this great City of Chicago, celebrated his birthday April 3rd; and

WHEREAS, Vittorio Nanyelu Ezeji-Okoye, a member of Avalon A.M.E. Church, is the main support of his family of seven. He holds a B.S. in Accounting from Southern Illinois University in Carbondale and is presently a financial analyst for the City of Chicago; and

WHEREAS, An outstanding public servant, Vittorio Nanyelu Ezeji-Okoye celebrated this wonderful occasion with his family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate Vittorio Nanyelu Ezeji-Okoye in celebration of his birthday, and extend to this fine public servant our best wishes for much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Vittorio Nanyelu Ezeji-Okoye.

CONGRATULATIONS EXTENDED TO MR. CLEMENT DYIMISAN IKOMI ON HIS BIRTHDAY.

WHEREAS, Clement Dyimisan Ikomi, formerly of Nigeria, has proven himself an outstanding Chicago citizen; and

WHEREAS, Clement Dyimisan Ikomi, who holds an Associate Degree in Business, as well as a Management Consultant Diploma, has given freely to his south side community and has been an avid volunteer for the 20th Ward Regular Democratic Organization; and

WHEREAS, An excellent basketball player for Chicago State University, Clement Dyimisan Ikomi celebrated his birthday April 13th; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate Clement Dyimisan Ikomi in recognition of his birthday, and express our gratitude for his conscientious and diligent community service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Clement Dyimisan Ikomi.

CONGRATULATIONS EXTENDED TO THE HONORABLE CECIL A. PARTEE ON HIS SEVENTIETH BIRTHDAY.

WHEREAS, The Honorable Cecil A. Partee, one of our City's prime citizens, recently celebrated his seventieth birthday; and

WHEREAS, Born April 10, 1921 Cecil A. Partee came to Chicago at an early age and became a graduate of Northwestern University School of Law, where he completed three years of study in two years; and

WHEREAS, Cecil A. Partee has been a model public servant. His governmental service began in the Cook County State's Attorney's Office, where he served eight years as an Assistant State's Attorney and distinguished himself as a trial lawyer. He then served ten years in the Illinois House of Representatives and then ten years in the Illinois Senate, where he became the leader of his party and the President of the Senate; and

WHEREAS, There are many "firsts" in Cecil A. Partee's accomplishments. He was the first Black President of the Illinois Senate and indeed the first Black in the United States to head a state legislative body. After serving in the Senate he become the first Commissioner of Chicago's Department of Human Services, supervising over two thousand employees. He had also been the first Black nominated for a statewide constitutional office (for Attorney General, 1976); and

WHEREAS, In furthering his long and distinguished career of public service, Cecil A. Partee was elected City Treasurer and held that office for a decade, following which he became the State's Attorney of Cook County in 1989 -- 1990; and

WHEREAS, Cecil A. Partee's career has been marked with success after success, and as he celebrates his birthday with his lovely wife, Paris, and his two daughters, the leaders of our great City wish to acknowledge his many contributions to the City and State; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly, do hereby congratulate, The Honorable Cecil A. Partee in celebration of his seventieth birthday and in acknowledgment of his sterling example. We wish him and his family many more years of success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Honorable Cecil A. Partee.

CONGRATULATIONS EXTENDED TO MRS. ETHELENE ANN RUE ON HER SEVENTY-SIXTH BIRTHDAY.

WHEREAS, Mrs. Ethelene Ann Rue, outstanding citizen of Chicago's great 20th Ward, is seventy-six years young as of May 25, 1991; and

WHEREAS, Born in Sedalia, Missouri, Ethelene Ann Rue completed high school there and came to Chicago in 1934. A consummate musician, she joined an orchestra here and met her future husband, Frankie Rue. As Frankie and Ethelene Ann Rue, the musical couple, toured the (then) forty-eight states for some thirty years; and

WHEREAS, Ann and Frankie Rue were also fixtures in Chicago's great night club scene of the 1940s and 1950s when places like Domino's Lounge, Jeff's Showboat, the Hollywood Lounge and the Avenue Lounge attracted audiences from all over the City as well as many visitors to our great City of Chicago; and

WHEREAS, Following her retirement from the musical stage, Ethelene Ann Rue became a pianist for the Chicago Park District. Her civic-mindedness led her to work in many neighborhood projects. She and her husband were mutual owners of Parkway Gardens, and for many years remained actively involved in the 20th Ward Regular Democratic Organization. She was also a Democratic election judge for over eighteen years; and

WHEREAS, Ethelene Ann Rue represents the very highest standard of citizenship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, do hereby offer our congratulations to Mrs. Ethelene Ann Rue as she celebrates her seventy-sixth birthday this May 25th, and extend to this fine citizen our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Ethelene Ann Rue.

CONGRATULATIONS EXTENDED TO MRS. VIVIAN A. SLAUGHTER ON HER SEVENTY-SEVENTH BIRTHDAY.

WHEREAS, Mrs. Vivian A. Slaughter, one of the most active residents of Chicago's great 20th Ward, recently celebrated her seventy-seventh birthday; and

WHEREAS, A native of Alabama, Vivian A. Slaughter came to Chicago after having graduated from Barber Scotia College in Concord, North

Carolina. She attended Jones Commercial College, Chicago School of Tailoring, and received a diploma from Palmer Political Education Class; and

WHEREAS, Married to the late Elvin L. Slaughter, Vivian A. Slaughter worked for many years as a legal secretary. Her civic-mindedness led her to serve as a Democratic election judge for over two decades, and she is still politically active. For many years she worked for the Chicago Park District as an instructor in arts and crafts, particularly in millinery and dressmaking; and

WHEREAS, Vivian A. Slaughter is a Board member of the Woodlawn Mental Health Center and received an award there for twenty-five years of dedicated volunteer service. A thirty-eight year resident of the 20th Ward, she has been involved in many neighborhood groups and activities over almost four decades. A member of N.A.A.C.P., Operation Push and an active force in voter registration drives, Mrs. Slaughter is a tireless contributor to her grateful community. She is a member of the Sixth Grace Presbyterian Church of some fifty years standing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate Mrs. Vivian A. Slaughter on having just celebrated her seventy-seventh birthday, and extend to this fine citizen our best wishes for many more years of prosperity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Vivian A. Slaughter.

Presented By

ALDERMAN EVANS (21st Ward):

CONGRATULATIONS EXTENDED TO THE REVEREND JAMES HASKELL MAYO, BISHOP OF FOURTH EPISCOPAL DISTRICT OF AFRICAN METHODIST EPISCOPAL CHURCH, AS RECIPIENT OF FORTY-NINTH ANNUAL AMERICA'S HERITAGE AND FREEDOM AWARD.

WHEREAS, The Reverend James Haskell Mayo, Bishop of the Fourth Episcopal District of the African Methodist Episcopal Church, comprising

Canada, Indiana, Illinois, Michigan, Iowa, Wisconsin, South Dakota and Minnesota, is the recipient of the Forty-ninth Annual America's Heritage and Freedom Award; and

WHEREAS, The America's Heritage and Freedom Award is presented to individuals and organizations who make noble contributions for the progress, welfare and prestige of American citizens of the Black race; and

WHEREAS, Since the early 1960's, Bishop Mayo has been involved in civic and community work in areas of training and development; and

WHEREAS, Bishop Mayo has served many communities and countries, during his tenure as Pastor and Bishop; and

WHEREAS, Many honorary degrees and awards have been bestowed upon him for his academic successes as a graduate of Wilberforce University, Payne Theological Seminary and Howard University; and

WHEREAS, Bishop Mayo is a Ford Fellow, and was a recipient of a scholarship to the Urban Training Center, Chicago; and

WHEREAS, In his capacity as Bishop, he has a unique opportunity to continue his work in civic and community development; now, therefore,

Be It Resolved, That the City of Chicago and the Chicago City Council, hereby join The Reverend Elmer L. Fowler and the congregation of the Third Baptist Church of Chicago in honoring Bishop James Haskell Mayo for his superior service to the African-American community, on Thursday, May 23, 1991.

CONGRATULATIONS EXTENDED TO THE REVEREND GARDNER C. TAYLOR, PASTOR EMERITUS OF CONCORD BAPTIST CHURCH OF BROOKLYN, NEW YORK, AS RECIPIENT OF FORTY-NINTH ANNUAL AMERICA'S HERITAGE AND FREEDOM AWARD.

WHEREAS, The Reverend Gardner C. Taylor, Pastor Emeritus of the Concord Baptist Church of Brooklyn, New York, is the recipient of the Forty-ninth Annual America's Heritage and Freedom Award; and

WHEREAS, The America's Heritage and Freedom Award is presented to individuals and organizations who make noble contributions for the progress, welfare and prestige of American citizens of the Black race; and

WHEREAS, The Reverend Taylor has served many communities during his Pastorate of the Concord Baptist Church, past President of the Council of Churches, City of New York, and past Vice President of the Urban League, City of New York; and

WHEREAS, He is a noted publicist, author and lecturer in the non-secular sector; and

WHEREAS, The Reverend Taylor is a graduate of Leland College and Oberlin Graduate School of Theology; and has had many honorary degrees bestowed upon him, including honorary doctorates of human letters from Dillard and Simmons Universities; and

WHEREAS, The Reverend Taylor is highly regarded in the Baptist community; now, therefore,

Be It Resolved, That the City of Chicago and the Chicago City Council hereby join The Reverend Elmer L. Fowler and the Third Baptist Church of Chicago in honoring The Reverend Gardner C. Taylor for his unselfish and unyielding service to the African American community, on Thursday, May 23, 1991.

Presented By

ALDERMAN LASKI (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. MARTIN CIESIELCZYK ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Martin Ciesielczyk, longtime residents of Chicago's great 23rd Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Helen and Martin Ciesielczyk first met New Year's Eve, 1938, and after a three-year courtship were married at Mary Queen of Heaven Church on July 19, 1941; and

WHEREAS, Helen and Martin Ciesielczyk are enjoying a long and fruitful life together and celebrate this great occasion with their son, Martin, Jr., and his family; their daughter, Carol (Mrs. Bruno) Mannarelli, and her family; and their daughter, Barbara (Mrs. Robert) Bengala, and her family.

The Ciesielczyks are blessed with four granddaughters, Nicole Ciesielczyk, Julie Mannarelli, and Christine and Kimberly Bengala; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this twenty-second day of May, 1991, do hereby offer our heartiest congratulations to Mr. and Mrs. Martin Ciesielczyk as they celebrate fifty golden years of wedded bliss, and extend to this outstanding couple our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Martin Ciesielczyk.

CONGRATULATIONS EXTENDED TO THE REVEREND JOHN P. MC NAMARA ON COMPLETION OF TWELVE YEARS OF RELIGIOUS SERVICE AT SAINT SYMPHOROSA PARISH.

WHEREAS, The Reverend John P. McNamara, Pastor of Saint Symphorosa Parish, will celebrate the conclusion of twelve years of religious service at Saint Symphorosa Parish with a special liturgical service and celebration commencing with a 5:00 P.M. mass on Saturday, June 22, 1991; and

WHEREAS, The Reverend John P. McNamara graduated from Quigley Seminary North and Saint Mary of the Lake Seminary. The Reverend John P. McNamara was ordained by His Eminence Samuel Cardinal Stritch and served in the Archdiocese of Chicago at the following parishes: Holy Name Cathedral, Saint Brides, Saint Bernards, Divine Providence of God and the Archdiocesan Personnel Board; and

WHEREAS, In August, 1974, The Reverend John P. McNamara was appointed Pastor at Saint Symphorosa Parish, a position of immense responsibility; and

WHEREAS, The Reverend John P. McNamara, upon accepting this challenge in his life, proceeded to become an outstanding leader in the Parish. Among his many accomplishments were the renovation of the Parish Center, establishment of a Parish Council, continuation and growth of Parish organizations, efficient management of the church and school finances and his strong religious commitment reflecting a Parish celebrating faith; and

WHEREAS, The leaders of this great city are cognizant and proud of the influence and comfort offered all citizens by our religious leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby offer congratulations to The Reverend John P. McNamara in recognition of his contributions to the Saint Symphorosa Parish and our community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Reverend John P. McNamara.

CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER NOWINSKI ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Walter Nowinski are celebrating fifty golden years of wedded bliss; and

WHEREAS, Walter and Angeline Nowinski, residents of Chicago's great 23rd Ward, were married at Saint Nicholas of Tolentine Roman Catholic Church on April 19, 1941, and have raised their fine family on Chicago's southwest side; and

WHEREAS, Angeline and Walter Nowinski have three sons, Robert, Richard and Ronald, and one daughter, Marilyn, and their family has so far grown to eleven grandchildren and one great-grandchild; and

WHEREAS, A Purple Heart recipient, Walter Nowinski served his country honorably and splendidly during World War II. One son, Richard, is a Lieutenant Colonel in the United States Army, and another son, Robert, served in the Korean Conflict. A grandson, Kenneth, is in the United States Air Force; and

WHEREAS, The leaders of this great City are honored and pleased to have Walter and Angeline Nowinski in our midst; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council do hereby congratulate Mr. and Mrs. Walter Nowinski as they celebrate their golden wedding anniversary on April 19, 1991, A.D., and extend to this fine couple and family our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Walter Nowinski.

Presented By

ALDERMAN GUTIERREZ (26th Ward) And
ALDERMAN SUAREZ (31st Ward):

WEEK OF JUNE 2 THROUGH JUNE 8, 1991 DECLARED PUERTO RICAN A.I.D.S. AWARENESS WEEK.

WHEREAS, The highest number of A.I.D.S cases in the Hispanic population have occurred in the Puerto Rican communities of Westtown, Humboldt Park, Logan Square and Lakeview; and

WHEREAS, Puerto Ricans and other Hispanics are the fastest growing ethnic minority in Chicago; and

WHEREAS, The Puerto Rican community represents a population which is at high risk for A.I.D.S.; and

WHEREAS, The Puerto Rican community in Chicago annually celebrates a week of national pride in recognition of its cultural and ethnic heritage; and

WHEREAS, A.I.D.S. awareness and educational outreach efforts can be greatly aided by being presented at such events as the Annual Puerto Rican Day Parade and celebration; now, therefore,

Be It Resolved, That June 2nd through June 8th be known as Puerto Rican A.I.D.S. Awareness Week.

MAY 31, 1991 PROCLAIMED AS PUERTO RICAN EDUCATORS DAY.

WHEREAS, Chicago's Puerto Rican community has proclaimed May 31, 1991 as the first Puerto Rican Educators Day, in appreciation of their

commitment to serving the educational needs of the Puerto Rican and other communities; and

WHEREAS, Several community organizations, institutions and civic leaders will honor over 1,000 Puerto Rican teachers, professors and administrators in the Chicago area schools and universities during a reception and ceremony to be held Friday, May 31, 1991, at the auditorium of the Roberto Clemente Community Academy; and

WHEREAS, Puerto Rican teachers have been providing quality education to Puerto Rican and other children for over twenty-five years; and

WHEREAS, Their work is extremely important because over 80% of their students come from households whose earnings are at or below the poverty level; and

WHEREAS, Puerto Rican and other children drop out of Chicago public schools at an alarming rate; and

WHEREAS, The Puerto Rican community has struggled for years to improve public education in the City of Chicago, and is actively involved in ensuring school reform, quality education, a reduction in drop-outs and the improvement of school facilities where the majority of the children of Puerto Rican parents are taught in overcrowded and dilapidated schools; and

WHEREAS, Over 80% of Puerto Rican teachers teach in Bilingual Education programs, where the educational success rate with Puerto Rican monolingual children exceeds the success of Puerto Rican children enrolled in regular educational programs; and

WHEREAS, Recently, in recognition of the contributions of Puerto Rican teachers, the Chicago Board of Education recruited over one hundred new teachers from Puerto Rico to teach our children; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago, that May 31, 1991 be proclaimed as the first Puerto Rican Educators Day.

Presented By

ALDERMAN BIALCZAK (30th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. FRANK IANNELLA ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Frank Iannella are celebrating fifty golden years of wedded bliss; and

WHEREAS, Josephine and Frank Iannella are both lifelong residents of this great City of Chicago and were joined in holy wedlock on May 17, 1941. They have spent the past fifty years in loving and caring devotion to one another and to their family, truly exemplifying the spirit of their marriage vows, and they are richly deserving of a celebration marking this milestone in their life together; and

WHEREAS, Josephine and Frank Iannella celebrated this great occasion on May 19, 1991, at Victoria's Banquet Hall, 7604 West Irving Park Road, Norridge, Illinois, surrounded by their loving son, Frank Daniel, other relatives and many lifelong friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our heartiest congratulations to Mr. and Mrs. Frank Iannella as they celebrate their golden wedding anniversary, and extend to this fine couple and their family our most fervent wishes for continued happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Frank Iannella.

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED TO THE REVEREND HENRY J. BLASKI ON HIS RETIREMENT AS PRINCIPAL OF GORDON TECHNICAL HIGH SCHOOL.

WHEREAS, The Reverend Henry J. Blaski, C.R., is retiring as Principal of Gordon Technical High School; and

WHEREAS, For the past thirty years, Father Henry J. Blaski has been a moving force at Gordon Tech. He was first assigned there in 1961 and become Chaplain of the Fathers' Club, a position he would hold for three decades. While at this fine institution, Father Blaski taught biology and religion, served as Chairman of the Science Department, and was appointed Director of Development and Public Relations. In 1982 he was installed as Principal; and

WHEREAS, A member of the Congregation of the Resurrection, Father Henry J. Blaski was ordained in 1950. He celebrated his sixty-eighth birthday on April 25, 1991; and

WHEREAS, The leaders of this great City are well aware of our debt to our great spiritual guides and especially to those who guard the youth in whom we 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 twenty-second day of May, 1991, A.D., do hereby extend our heartiest congratulations to The Reverend Henry J. Blaski as he retires as Principal of Gordon Technical High School, and express to this outstanding spiritual leader our very best wishes as he moves on to another assignment of responsibility and enlightenment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Reverend Henry J. Blaski.

Presented By

ALDERMAN AUSTIN (34th Ward):

JUNE 28 THROUGH JUNE 30, 1991 DECLARED AS POLK-TABB FAMILY RECOGNITION DAYS IN CHICAGO.

WHEREAS, The members of the Polk-Tabb Family are having their fifteenth family reunion in Chicago on June 28 -- 30, 1991; and

WHEREAS, The Polk-Tabb Family Reunion was begun in 1976 at the home of Mrs. Perean Polk, by her son, The Reverend J. L. Polk in Tuscaloosa, Alabama; and

WHEREAS, Over the past fifteen years, the Polk-Tabb Family members have created workshops for tots, teens and adults, covering topics of major concern today: youth behavior, dating, drugs, teenage pregnancy, A.I.D.S., mental health, as well as stocks, bonds and financial planning; and

WHEREAS, This year's hosts of the Polk-Tabb Family Reunion are Dr. Earnest Webb, Jr., National President, and Mrs. Lula E. Webb, National Vice-President. Both are from Chicago, and expect members from at least twelve states to attend; and

WHEREAS, Past Presidents and Vice-Presidents who have hosted this outstanding annual event are The Reverend A. R. Polk, Nettie Smith-Henry and Nettie Bonner of Birmingham, Alabama; Katie Reaves-Roberts and Oscar Smith of Greensboro; Nettie Smith-Henry and Jessie Scruggs of Birmingham; The Reverend A. R. Polk and Sallie Polk of Detroit, Michigan; Eddie Reaves and James Bonner, Jr., of Birmingham; Jessie Scruggs and Nathan Logan, Jr., of Birmingham; Willie Belle Hall and James Bonner, Jr., of Birmingham; James Bonner, Jr., and Lucy Tremble, of Birmingham; Susan Polk and Sheila Swain, of Birmingham; Jessie Scruggs of Birmingham; The Reverend Charles Daniel and Mary E. Daniel, of Memphis, Tennessee; and Karl W. and Theresa Henry, of Huntsville, Alabama. This will be the first time the Polk-Tabb Family Reunion will take place in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby declare June 28 -- 30, 1991, to be known as "Polk-Tabb Family Recognition Days In Chicago" in honor of this great annual tradition; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Earnest Webb, Jr., National President, Polk-Tabb Family Reunion.

Presented By

ALDERMAN WOJCIK (35th Ward):

GRATITUDE EXTENDED TO MS. CAROL SCHRAPS FOR HER MANY YEARS OF COMMUNITY INVOLVEMENT.

WHEREAS, Carol Schraps has been serving this community for many years; and

WHEREAS, Carol Schraps has served as the President of Our Lady of Grace 39'ers; and

WHEREAS, Carol Schraps is a tireless leader and remains undaunted in her ability and determination to maintain high standards for both the community and her family; and

WHEREAS, Carol Schraps, in her involvement with the Fullerton Avenue Merchants Association, has shown her leadership qualities; and

WHEREAS, Carol Schraps has been a positive influence in the community through her involvement; and

WHEREAS, Carol Schraps has been an active and tireless participant with Alderman Michael A. Wojcik and the 35th Ward Regular Democratic Organization; and

WHEREAS, Carol Schraps is moving from the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered in meeting this twenty-second day of May, 1991, A.D., do hereby extend our gratitude to Carol Schraps for her efforts expended on behalf of the City of Chicago and wish her well in her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Carol Schraps.

Presented By

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. SAM ANDOLINO ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Sam Andolino, residents of Chicago's great 36th Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Lifelong Chicago residents, Rosemarie and Sam Andolino were married July 20, 1941, at Saint Phillip's Church; and

WHEREAS, In addition to their many friends, Rosemarie and Sam Andolino are blessed with a beautiful family: three children, Steven, Frank and Dennis; and six grandchildren, Rosemarie, Lawrence, Steve, Mark, Maria and Samantha; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby express our heartiest congratulations to Mr. and Mrs. Sam Andolino as they celebrate their golden wedding anniversary, and extend to these fine citizens our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Sam Andolino.

CONGRATULATIONS EXTENDED TO MR. AND MRS. BOHDAN KACHUR ON THEIR SILVER WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Bohdan Kachur, citizens of Chicago's great 36th Ward, are celebrating twenty-five years of wedded bliss; and

WHEREAS, Patricia and Bohdan Kachur were married May 14, 1966, and plan a renewal of their vows to take place Saturday, May 18, 1991, at Saint Nicholas Cathedral. They will be joined in this celebration by their loving daughter, Catherine, family members and many friends; and

WHEREAS, Patricia and Bohdan Kachur have spent the past quarter century in loving, caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows. Thus they richly deserve such celebration marking this milestone in their life together; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate Mr. and Mrs. Bohdan Kachur as they celebrate twenty-five years of wedded bliss, and extend to this fine couple and their family our very best wishes for many more years of such happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Bohdan Kachur.

CONGRATULATIONS EXTENDED TO MR. AND MRS. ARTHUR MERKELZ ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Arthur Merkelz, residents of Chicago's great northwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Arthur and Eleanor Merkelz were married May 24, 1941, and are celebrating this great occasion with their family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twenty-second day of May, 1991, A.D., do hereby express our heartiest congratulations to Mr. and Mrs. Arthur Merkelz as they celebrate their golden wedding anniversary, and extend to these fine citizens our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Arthur Merkelz.

Presented By

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO MR. MARK A. SOBIESZCZYK ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Mark A. Sobieszczyk, a resident of Chicago's great northwest side, has just attained the rank of Eagle Scout, the highest achievement in scouting; and

WHEREAS, Mark A. Sobieszczyk, a member of Boy Scouts of America Troop 815 at Saint Pascal's Parish, typifies the excellent youth in Chicago, with encompassing qualities of leadership in his community, his city and his country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby offer our heartiest congratulations to Mark A. Sobieszczyk on having achieved the highest rank in scouting, Eagle Scout, and we extend

to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mark A. Sobieszczyk.

CONGRATULATIONS EXTENDED TO MR. TIMOTHY J. SOBIESZCZYK ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Timothy J. Sobieszczyk, a resident of Chicago's great northwest side, has just attained the rank of Eagle Scout, the highest achievement in scouting; and

WHEREAS, Timothy J. Sobieszczyk, a member of Boy Scouts of America Troop 815 at Saint Pascal's Parish, typifies the excellent youth in Chicago, with encompassing qualities of leadership in his community, his city and his country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby offer our heartiest congratulations to Timothy J. Sobieszczyk on having achieved the highest rank in scouting, Eagle Scout, and we extend to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Timothy J. Sobieszczyk.

Presented By

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS EXTENDED TO MRS. ELIZABETH BRAYTON ON HER RETIREMENT AFTER THIRTY-NINE YEARS OF DEDICATED SERVICE WITH CHICAGO BOARD OF EDUCATION.

WHEREAS, Elizabeth Brayton, (Betty) known to her friends, dedicated thirty-nine years as a teacher and administrator to enhance the education of our children in the Chicago Public School System; and

WHEREAS, Mrs. Brayton began her teaching career in 1952 at the Dewey VanVlissengen School where she taught music for nine years. Mrs. Brayton's second assignment took her to Hookway School where she assumed the role of Principal from 1962 until 1966; and

WHEREAS, Mrs. Brayton arrived at Minnie Mars Jamieson School in November of 1966 as Principal and has enriched the educational environment at Jamieson by her dedicated service. Her leadership has resulted in many innovative and highly successful programs such as: Continuous Progress Reading Programs, Spelling Bee Chairman, Oral Committee for New Teachers, Standarized Test Selection Committee, Academic Olympics, and has served on district and citywide committees, to name a few; and

WHEREAS, Mrs. Brayton has received special commendations during her teaching career. She received the Outstanding Principal Award in 1986, Walt Whitman Award Nominee in 1988 and a Honorary Lifetime Member of the P.T.A. in 1985; and

WHEREAS, Mrs. Brayton, in her spare time, enjoys golf, piano and basketball especially the Bulls and Celtics and her cat, "Pee Wee, the Rat";and

WHEREAS, Mrs. Brayton will retire June 28, 1991. Teachers, parents, community residents and students will sorely miss Mrs. Brayton, for she will leave an everlasting impression on all of us that will never be forgotten; and

WHEREAS, Mrs. Brayton would like to be remembered as a Principal who always tried to make learning come first and tried to make the curriculum up-to-date and interesting for all children. She would like to think that the children who have graduated from Jamieson in the past twenty-five years have been motivated to become life-long learners and leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this twenty-second day of May, 1991, A.D., do hereby offer this official commendation to Mrs. Elizabeth Brayton for her effective leadership, her dedication to high academic standards, her professionalism and express our gratitude for her many contributions to our children in the Chicago Public Schools; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for Mrs. Brayton as the teachers, parents and community residents honor her with a dinner on June 7, 1991 at the Park Villa Restaurant.

Presented By

ALDERMAN DOHERTY (41st Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOSEPH COMO ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Joseph Como, outstanding residents of Chicago's great northwest side, are celebrating fifty golden years of wedded bliss, on May 26, 1991; and

WHEREAS, Carmella and Joseph Como represent the solidity and sanctity of a life together and will celebrate this great occasion at Saint Tecla's Catholic Church in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate Mr. and Mrs. Joseph Como on their golden wedding anniversary, and extend to this fine couple our very best wishes for continued happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Joseph Como.

CONGRATULATIONS EXTENDED TO MR. LIAM P. GILHOOLY ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Liam P. Gilhooly, a resident of Chicago's great northwest side, has just attained the rank of Eagle Scout, the highest achievement in scouting; and

WHEREAS, Liam P. Gilhooly, a member of Boy Scouts of America Troop 1919 at Saint Mary of the Woods Parish, typifies the excellent youth in Chicago, with encompassing qualities of leadership in his community, his city and his country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby offer our heartiest congratulations to Liam P. Gilhooly on having achieved the highest rank in scouting, Eagle Scout, and we extend to

this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Liam P. Gilhooly.

CONGRATULATIONS EXTENDED TO NORTHWEST REAL ESTATE BOARD ON ITS SIXTY-SEVENTH ANNIVERSARY.

WHEREAS, Since May 15, 1924, Northwest Real Estate Board has provided continuous, exemplary service to the community through its licensed brokers and agents; and

WHEREAS, The Northwest Real Estate Board has statewide boundaries, thus providing membership opportunities for licensed real estate offices throughout all of Illinois; and

WHEREAS, For sixty-seven uninterrupted years, the Northwest Real Estate Board has properly, professionally, and courteously served the residents and businesses of Chicago, Cook County, and the State of Illinois; and

WHEREAS, The Northwest Real Estate Board has upgraded and modernized its computerized administrative offices at 6965 West Belmont Avenue in Chicago, where the officers and directors will meet to continue planning and guiding the Board towards its goals for the future, to better serve the sellers and buyers of Chicago, Cook County, and the State of Illinois; and

WHEREAS, By sponsoring continuing education classes and seminars for all its licensees on a weekly basis, the Northwest Real Estate Board is better serving the professional needs of all communities; and

WHEREAS, The Northwest Real Estate Board has consistently encouraged civic involvement on the part of its members, and has faithfully and enthusiastically sponsored fund-raisers and made donations to benefit a large variety of charitable causes; and

WHEREAS, The Northwest Real Estate Board has now achieved an all-time high number of participating real estate offices, duly licensed brokers and sales agents, and affiliated members from related professions; and

WHEREAS, On Wednesday, May 15, 1991, the Northwest Real Estate Board is proudly celebrating its sixty-seventh anniversary; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered here this twenty-second day of May, 1991, A.D., do hereby commend the Northwest Real Estate Board on its sixty-seventh anniversary and on its proud tradition of "Quality Service Since 1924!"; that we extend hearty congratulations to the members, officers, directors and administrative staff of the Northwest Real Estate Board on this special occasion and that we wish the Northwest Real Estate Board success and the best of luck in its next sixty-seven years of service; and

Be It Further Resolved, That suitable copies of this resolution and preamble be presented to the Northwest Real Estate Board Officers: Wayne M. Grzybek, President; Louis M. Munao, Jr., First Vice-President; Salvatore M. Chereso, Second Vice-President; Harley D. Zhe, Secretary; Bryant J. Ottaviano, Treasurer; to the Directors of the Northwest Real Estate Board: Rosemary Campuzano, David L. Creason, Carl F. DeMoon, William R. Howard, Russell N. Hume, Victor J. Kay, Mary Laskero, Tonette R. Maggio, Michael J. Manno, Barry E. Paoli, Raffaella M. Perri and Elaine D. Poley; to Mary L. Rzepecki, Chief Executive Officer; to A. Donald Baumgartner, Board Attorney; to Andrew P. Maggio, Jr., Board Accountant; to John J. Trapalis, Computer Consultant; and to Michael L. Bono, Public Information Officer.

Presented By

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO MR. DULO SEFOVIC FOR HIS APPREHENSION OF DANGEROUS RAPE SUSPECT.

WHEREAS, Mr. Dulo Sefovic began working at Marina Towers as a mail clerk three and one-half months ago; and

WHEREAS, On May 8, 1991, Mr. Sefovic was attending to his duties when he heard a disturbance and began to investigate; and

WHEREAS, In a nearby hallway, Mr. Sefovic encountered a man arguing with a woman; and

WHEREAS, Unknown to Mr. Sefovic, the man was a rape suspect who had escaped from Cook County Jail; and

WHEREAS, Mr. Sefovic confronted the man who was holding the woman's handbag; and

WHEREAS, Mr. Sefovic chased the man, tackled him and held him until police arrived; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, do hereby honor and congratulate Mr. Dulo Sefovic for apprehending a dangerous rape suspect, and do also express our deepest gratitude for all that Mr. Dulo Sefovic has done to protect the safety of our great citizens. Mr. Dulo Sefovic's actions were truly heroic; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Dulo Sefovic.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

TRIBUTE TO LATE MR. OTTO MAURICE FORKERT.

WHEREAS, God in his infinite wisdom has called to his eternal reward Otto Maurice Forkert, noted graphic design expert and longtime resident of Chicago's Old Town Triangle neighborhood; and

WHEREAS, A native of Zurich, Switzerland, Otto Forkert came to Chicago after graduation from Zurich's world famous graphics design school, Art Institute Orel Puszli. He joined R. R. Donnelly & Sons Co. and there established the firm's design school. In 1933, he was placed in charge of the Gutenberg Museum workshops at the "Century of Progress" World's Fair in Chicago, and in 1939 he held the same position at New York's World's Fair; and

WHEREAS, In 1934, Otto Maurice Forkert joined the Cuneo Press as director of design and typography. After leaving Cuneo, he formed Forkert, Blome and Associates, an organization which received world prominence under his leadership. He traveled widely, often giving workshops in graphics and communication, sometimes under the auspices of the Kellogg

Foundation, the American Education Association and the United States State Department. In the Philippines, he helped book publishers reduce the cost of textbooks from $7 or $8 to 49 cents; and

WHEREAS, In addition to his many designs and his many successes in the design field, Otto Maurice Forkert was a towering figure in his community. A past President of the Old Town Triangle Association, he was a founder of the Old Town Art Fair which has become an outstanding annual attraction; and

WHEREAS, Otto Maurice Forkert exemplified the strength and solidity of family life. He is survived by his wife, Amy; a son, Franklyn; and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the death of Otto Maurice Forkert, and extend to his family our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Otto Maurice Forkert.

CONGRATULATIONS EXTENDED TO MS. MARIAN DI COGNO ON HER RETIREMENT AFTER TWENTY-EIGHT YEARS OF DEDICATED SERVICE TO WESTIN HOTEL CHICAGO.

WHEREAS, Marian DiCogno, Executive Secretary of the Westin Hotel Chicago located in the City of Chicago, is retiring after twenty-eight years of service; and

WHEREAS, In 1986, Marian DiCogno received the Thurston-Dupar Award for her strong commitment to and involvement in the local community and the Westin Hotel, Chicago; and

WHEREAS, Marian DiCogno has developed effective and innovative procedures to efficiently perform her duties which have been emulated and followed by other employees; and

WHEREAS, As a member of the United Way and Westin's Employee Activity Committee and as a nursing home volunteer, Marian DiCogno has worked diligently to improve the lives of others; and

WHEREAS, Marian DiCogno is well respected and held in the highest esteem by her fellow employees; and

WHEREAS, Marian DiCogno has served as an unofficial ambassador for the City of Chicago, welcoming thousands of visitors from all across the world; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-second day of May, 1991, do hereby recognize Marian DiCogno for her immeasurable contributions to her community and the Westin Hotel Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Marian DiCogno.

CONGRATULATIONS EXTENDED TO THE CENACLE FOR ITS ONE HUNDRED YEARS OF MISSION WORK.

WHEREAS, The Cenacle, a retreat house located at 513 West Fullerton Parkway in Lincoln Park, is staffed by the Sisters of the Congregation of Our Lady of the Retreat in the Cenacle; and

WHEREAS, The mission of the Cenacle congregation, founded in LaLouveso, France in 1826, is to tend to the spiritual needs of women of all faiths and from every walk of life; and

WHEREAS, Since 1920, the Cenacle has been providing the women of Chicago a place for personal growth and spiritual renewal; and

WHEREAS, The wide range of programs offered at the Cenacle are developed and directed by experts in personal and spiritual growth; and

WHEREAS, The Sisters of the Cenacle are widely known for the excellent quality of supportive direction they provide on an individual basis and have earned city awards for their work with separated, divorced and widowed women; and

WHEREAS, The Cenacle is a leading Chicago resource for personal spiritual recovery programs for people suffering from alcoholism, family dysfunction and related problems; and

WHEREAS, On the twenty-sixth day of September, 1991, the Cenacle will begin its centennial year, marking one hundred years of ministry in the United States; and

WHEREAS, In the one hundredth year, the women who volunteer for the Cenacle will recognize the extraordinary care the Sisters of the Cenacle provide for women by holding a fundraising benefit to secure the future of the Cenacle; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, do hereby honor the Cenacle for its immeasurable contributions to women in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the Cenacle.

ROCHELLE LEE FUND COMMENDED FOR ITS PROGRAMS ENCOURAGING STRONG READING CURRICULUM IN ALL CITY SCHOOLS.

WHEREAS, The ability to read with ease and joy is a vital part of all childhood development; and

WHEREAS, For over two decades librarian Rochelle Lee imparted a love of reading to youngsters in the Chicago Public Schools; and

WHEREAS, The Rochelle Lee Fund was established in honor of Rochelle Lee; and

WHEREAS, The Rochelle Lee Fund's goal is to help make a strong reading curriculum available in all the city's schools; and

WHEREAS, The Rochelle Lee Fund assists teachers in gaining greater knowledge of children's literature; and

WHEREAS, The Rochelle Lee Fund sponsors workshops where teachers learn strategies for improving reading skills; and

WHEREAS, The Rochelle Lee Fund supports programs which encourage parents to read with their children in the home; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago do hereby commend the Rochelle Lee Fund for its valuable efforts on behalf of the city's school children.

MR. JASON ERKES, MR. BILL PLACZEK AND MR. ED LOWENBAUM COMMENDED FOR THEIR OUTSTANDING CRIME FIGHTING EFFORTS.

WHEREAS, Jason Erkes, Bill Placzek and Ed Lowenbaum are outstanding residents of the Wrightwood neighborhood; and

WHEREAS, These dedicated community members exhibited diligence in searching the streets for a burglar who had stolen a watch belonging to Mr. Lowenbaum; and

WHEREAS, The three demonstrated acumen in identifying the person they had witnessed leaving Mr. Lowenbaum's apartment the night of the theft; and

WHEREAS, The three approached the suspect, eliciting a confession; and

WHEREAS, The three detained the suspect at personal risk while waiting for the police to arrive; and

WHEREAS, Upon police investigation it was discovered that the suspect had a long criminal record; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago do hereby commend Jason Erkes, Bill Placzek and Ed Lowenbaum for making the community a safer place.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO MR. JOSEPH ALFANO ON HIS RETIREMENT AFTER THIRTY YEARS OF DEDICATED SERVICE WITH PEOPLES GAS, LIGHT AND COKE COMPANY.

WHEREAS, Joseph Alfano, a widely respected resident of Chicago's great 45th Ward, is retiring after over three decades of dedicated service with Peoples Gas Company; and

WHEREAS, In his long career Joseph Alfano has worn many hats at Peoples Gas. He began as a meter reader in 1960, was Union Steward for a time, and worked for long periods in Customer Relations, Human Resources and Community Relations. Most recently he has been company liaison with the members of the Chicago City Council and their staffs, and has made many friends among us; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby congratulate Joseph Alfano on the occasion of his retirement from Peoples Gas Company, and extend to this outstanding citizen our very best wishes for many relaxed years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joseph Alfano.

CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER PRICE ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Walter Price, honored residents of Chicago's great 45th Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Lillian and Walter Price are native Chicagoans. They were married June 21, 1941, at Saint Hedwig's Church and moved to their present neighborhood in 1963; and

WHEREAS, Walter Price bravely served his country in World War II. He was a Ski Trooper with the United States Army's Tenth Mountain Division in Italy, and was recipient of the Bronze Star; and

WHEREAS, Lillian and Walter Price represent the strength and continuity of family life. They have three children: Paul, Gloria and Stephen; and four grandchildren: Kristen, Kathryn, Andrew and Rebecca. With them and their many friends they will celebrate this great occasion at a special Mass at Saint Hedwig's where they are lifelong members; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our heartiest congratulations to Mr. and Mrs. Walter Price as they celebrate their golden wedding anniversary, and extend to these fine Chicagoans and their family our best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Walter Price.

Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO MR. JOHN CHAMBERS ON HIS RETIREMENT AFTER TWENTY-THREE YEARS OF DEDICATED SERVICE AS COUNSELOR AT NILES WEST HIGH SCHOOL.

WHEREAS, John Chambers, a lifelong resident of Chicago's great Ravenswood neighborhood, is retiring after twenty-three years as a counselor at Niles West High School; and

WHEREAS, In his career as an outstanding public servant, John Chambers formerly taught at Saint Ben's High School and coached track and basketball; and

WHEREAS, Members of Queen of Angels Parish, John Chambers and his lovely wife, Debbie, have two sons. John has been active in numerous civic and neighborhood groups and has made many friends in his community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby extend our gratitude and our congratulations to John Chambers as he retires from Niles West High School after many years of outstanding service, and extend to this fine citizen and his family our best wishes for much success and prosperity in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John Chambers.

CONGRATULATIONS EXTENDED TO MR. AND MRS. EDWARD G. LOHRMANN ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Edward G. Lohrmann, outstanding residents of the 47th Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Mr. and Mrs. Edward G. Lohrmann were united in holy matrimony May 17, 1941, at Saint Henry Church at Ridge and Devon Avenues and have resided at their present address for over four decades; and

WHEREAS, Symbolizing the strength and solidity of family life, Mr. and Mrs. Edward G. Lohrmann have one son, two grandchildren and two great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly, do hereby congratulate Mr. and Mrs. Edward G. Lohrmann on the occasion of their golden wedding anniversary, and extend to this fine couple our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Edward G. Lohrmann.

THE REVEREND GEORGE RICE, PASTOR OF ADDISON STREET COMMUNITY CHURCH, HONORED BY RAVENSWOOD-LAKE VIEW HISTORICAL ASSOCIATION.

WHEREAS, The Reverend George Rice, Pastor of Addison Street Community Church, is being honored April 23, 1991 by the Ravenswood-Lake View Historical Association for outstanding service to his grateful community; and

WHEREAS, Although he was born in Pennsylvania, we may still claim The Reverend George Rice as a Chicago product. He moved here at an early age and graduated from Blaine Elementary School and Lake View High School. He received his theological training from Northern Baptist Seminary, and from 1953 to 1963 served as Youth Pastor of the Addison Street Baptist Church. In 1963, The Reverend George Rice became Interim Pastor of the Addison Street Community Church, where he has remained as a faithful and inspiring leader; and

WHEREAS, Family and church have always remained paramount in The Reverend George Rice's life, but he has never hesitated to reach out to his community. In addition to leading his congregation, Reverend Rice has been active with the Ravenswood-Lake View Historical Association for almost three decades. Also, he is chairman of the Local School Council of Lake View High School and he is a member of the Chaplains Unit of the Chicago Police Department as well as the Fellowship of Christian Peace Officers. He is Founder and President of the Northside Evangelical Fellowship. Reverend

Rice co-chaired a committee which spearheaded the development of Gill Park and Sheil Park, and he has also worked constructively with faculty members at Lane Technical High School. In many years serving the community he has been father to countless young people and to persons of every age who have benefitted from his ministry; and

WHEREAS, The Reverend George Rice, in addition to his other qualities, is an outstanding family man. He and his lovely wife of thirty-two years, Marilyn, have one son, The Reverend Gary Schroeder, two daughters, Barbara and Marilyn Anne, and six grandchildren; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the debt owed our spiritual leaders; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby voice our great respect for The Reverend George Rice as he is honored by the Ravenswood-Lake View Historical Association and extend to this fine citizen our gratitude for helping to make Chicago a better place to live; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Reverend George Rice.

CONGRATULATIONS EXTENDED TO MR. VINCE SAVERINO ON TWENTY-FIVE SUCCESSFUL YEARS IN BANKING INDUSTRY.

WHEREAS, Vince Saverino is currently celebrating twenty-five years in the banking industry; and

WHEREAS, Vince Saverino has spent the past nine years with First Chicago Bank of Ravenswood as Vice President and Business Development Officer. A founding member of the Ravenswood Chamber of Commerce in 1986, he now serves as President of that fine organization; and

WHEREAS, Vince Saverino's total commitment extends to every corner of his grateful community. In addition to his many contributions in the fields of finance and business, he is an active member of the Ravenswood Industrial Council, the Martha Washington Hospital Foundation, the Albany Park Community Center and the Chicago Uptown Lions Club; and

WHEREAS, Additionally, Vince Saverino was recently appointed by Mayor Richard M. Daley to the board of the Levy Senior Citizens Center; and

WHEREAS, The Ravenswood community and the leaders of this great City owe a great debt of gratitude to Vince Saverino; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-second day of May, 1991, do hereby extend our heartiest congratulations to Vince Saverino as he celebrates twenty-five years in the banking industry, and express to this outstanding citizen our very best wishes for many more years of success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Vince Saverino.

CONGRATULATIONS EXTENDED TO ALEXANDER GRAHAM BELL SCHOOL ON ITS SEVENTY-FIFTH ANNIVERSARY.

WHEREAS, Alexander Graham Bell School, one of our great City's towering educational institutions, is launching a one-year celebration of its seventy-fifth anniversary May 10, 1991; and

WHEREAS, Dedicated in 1919 by Alexander Graham Bell himself, Bell School, at 3730 North Oakley Avenue, has stood as a bastion of stability in a multi-ethnic neighborhood. It has always operated as its founder originally conceived it: a multi-faceted educational facility serving the entire Chicago area and specializing in programs for the hearing and visual impaired as well as the non-handicapped and the gifted, learning and reacting together in model harmony; and

WHEREAS, Some 125 faculty and support staff currently serve 741 children at Bell School in nursery through eighth grade Special Education, in eight grades of its Regional Gifted Center, and in kindergarten through eighth grade of General Education for children of its grateful neighborhood; and

WHEREAS, In an astounding seventy-five years, Alexander Graham Bell School has set a standard in successful and diversified education, inspiring countless young minds and greatly benefitting our proud City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our heartiest congratulations to Alexander Graham Bell School as it celebrates

seventy-five years of outstanding education in the Chicago community, and extend to its current principal, Mr. Leo Priebe, its faculty, staff and primarily its very special students our fervent wishes for future success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Alexander Graham Bell School.

GRATITUDE EXTENDED TO ORGANIZATIONS AND CITIZENS WHO CONTRIBUTED TO SUCCESSFUL 47TH WARD SPRING CLEANUP.

WHEREAS, Every year the 47th Ward sponsors a Ward-Wide Spring Cleanup, which usually takes place in one day; and

WHEREAS, This annual event calls upon and receives cooperation from numerous citizens and organizations without whose help, strength and ideas such a massive effort could not be properly coordinated; and

WHEREAS, This year's 47th Ward Spring Cleanup was a major success, a project of great benefit to the City, and to all residents and visitors of the 47th Ward; and

WHEREAS, A debt of gratitude is owed the following, whose diligence and drive made the 47th Ward Spring Cleanup an outstanding community effort: Andersonville South Neighborhood Association, A.S.I. Signs, Bank of Ravenswood, Chicago & Northwestern Railroad, Chicago Transit Authority, Greening of Ravenswood Committee, Jane Addams Resource Corporation, Lincoln West Hospital, Martha Washington Hospital, Metropolitan Water Reclamation District of Greater Chicago, Neighborhood Boys Club of Chicago, Newport Neighbors, Northcenter Chamber of Commerce, Ravenswood Chamber of Commerce, Ravenswood Community Council, Ravenswood Garden Club, Ravenswood Gardeners, Ravenswood Hospital, Ravenswood Industrial Council, 19th Police District Explorers, Ravenswood Neighbors, Roscoe Neighbors Association, Roscoe Village Neighbors, Southeast Ravenswood Association, Residents of the thirty-four hundred block of North Hamilton Avenue, Residents of the thirty-four hundred block of North Leavitt Street and Thresholds; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby express our gratitude to all the above organizations and to all citizens whose coordinated efforts helped so greatly in the success of the 47th Ward Spring Cleanup 1991; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to each of the above organizations.

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
LASKI (23rd Ward)	South Archer Avenue, at 6651 -- 6655 (four car spaces) -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (handicapped persons);
BURKE for *GABINSKI* (32nd Ward)	North Halsted Street, at 770 (alongside West Green Street) -- 6:00 P.M. to 4:00 A.M. -- (valet service);
NATARUS (42nd Ward)	North Wells Street, at 738 -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday;
HANSEN (44th Ward)	West Surf Street (north side) from a point 25 feet west of North Commonwealth Avenue, extending to a point 25 feet west thereof -- at all times -- daily;
SHILLER (46th Ward)	North Pine Grove Avenue, at 3949 (for a distance of 25 feet) -- 9:00 A.M. through 8:00 P.M. -- Monday through Saturday.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
BUCHANAN (10th Ward)	South Greenbay Avenue, from East 133rd Street to East 134th Street -- southerly;
MADRZYK (13th Ward)	West 62nd Place, from South Lawndale Avenue to South Central Park Avenue -- easterly;
WOJCIK (35th Ward)	West Henderson Street, from North Drake Avenue to North Kimball Avenue -- easterly; North Drake Avenue, from North Avondale Avenue to West Henderson Street -- southerly; North Avondale Avenue, from North Kimball Avenue to North Drake Avenue -- northwesterly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SOUTH LONGWOOD DRIVE.

Alderman Rugai (19th Ward) presented a proposed ordinance to amend a previously passed ordinance by striking the words: "One-Way, easterly, on West 105th Place, between South Seeley Avenue and South Longwood Drive" relative to the one-way traffic restriction on a portion of West 105th Place, and inserting in lieu thereof: " 'No Right Turn', from 4:00 P.M. until 7:00 P.M., on South Longwood Drive, at West 105th Place", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
STEELE (6th Ward)	South Langley Avenue, at 7726 (except for handicapped);
BEAVERS (7th Ward)	South Saginaw Avenue, at 8622 (except for handicapped);
DIXON (8th Ward)	South Cornell Avenue, at 7708 (except for handicapped);
HUELS (11th Ward)	South Carpenter Street, at 3321 (except for handicapped);
	South Emerald Avenue, at 4641 (except for handicapped);
	South Morgan Street, at 3205 (except for handicapped);
	West 31st Street, at 933 (except for handicapped);
	West 39th Street (both sides) from South Halsted Street to South Ashland Avenue;
FARY (12th Ward)	South Leclaire Avenue, at 4621 (except for handicapped);

Alderman	Location And Distance
	South Washtenaw Avenue, at 4611 (except for handicapped);
MADRZYK (13th Ward)	South Karlov Avenue, at 6832 (except for handicapped);
	West 60th Place, at 3734 (except for handicapped);
BURKE (14th Ward)	South Washtenaw Avenue, at 6119 (except for handicapped);
	West 50th Place, at 2230 (except for handicapped);
DIXON for *COLEMAN* (16th Ward)	South Lowe Avenue, at 6615 (except for handicapped);
STREETER (17th Ward)	South Carpenter Street, at 7622 (except for handicapped);
	South Lafayette Avenue, at 7924 (no exceptions);
	South LaSalle Street, at 8348 (except for handicapped);
	South Lowe Avenue, at 7412 (except for handicapped);
	South Sangamon Street, at 7951 (except for handicapped);
	West 74th Street (south side) at 1401 -- 1459 (no exceptions);
RUGAI (19th Ward)	South Whipple Street, at 11141 (except for handicapped);

Alderman	Location And Distance
TROUTMAN (20th Ward)	South University Avenue, at 6601 (except for handicapped);
LASKI (23rd Ward)	South Merrimac Avenue, at 6201 (except for handicapped);
GUTIERREZ (26th Ward)	West Moffat Street, at 2335 (except for handicapped);
BIALCZAK (30th Ward)	North Kedvale Avenue, at 2043 (except for handicapped);
	North Menard Avenue, at 2116 (except for handicapped);
	West Wrightwood Avenue, at 4556 (except for handicapped);
SUAREZ (31st Ward)	West Belden Avenue, at 3424 (except for handicapped);
	North Sawyer Avenue, at 1940 (except for handicapped);
BURKE for *GABINSKI* (32nd Ward)	North Hoyne Avenue, at 1707 (except for handicapped);
MELL (33rd Ward)	North Bingham Street, at 2124 (except for handicapped);
AUSTIN (34th Ward)	South Eggleston Avenue, at 10430 (except for handicapped);
	West 105th Place, at 235 (except for handicapped);

Alderman	Location And Distance
BANKS (36th Ward)	North Lotus Avenue, at 2850 (no exceptions);
	North Meade Avenue, at 1743 (except for handicapped);
	North Olcott Avenue, at 3136 (except for handicapped);
LAURINO for *CULLERTON* (38th Ward)	West Melrose Street, at 6029 (except for handicapped);
	North Narragansett Avenue, at 4251 (except for handicapped);
	North Rutherford Avenue, at 3316 (except for handicapped);
LAURINO (39th Ward)	North Kedvale Avenue, at 4618 (except for handicapped);
	West Peterson Avenue, at 3500 (both driveways) (except for handicapped);
O'*CONNOR* (40th Ward)	West Summerdale Avenue, at 2833 (except for handicapped);
EISENDRATH (43rd Ward)	North Clark Street, at 1601 (except for handicapped);
HANSEN (44th Ward)	North Commonwealth Avenue (west side) from a point 55 feet north of West Surf Street, to a point 12 feet thereof;
M. SMITH (48th Ward)	West Balmoral Avenue, at 1432 (no exceptions);

Alderman	Location And Distance
STONE (50th Ward)	West Estes Avenue, at 2707 (except for handicapped).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
SHAW (9th Ward)	South Michigan Avenue, from East 115th Street to East 119th Street -- 6:00 A.M. to 9:00 P.M. -- Monday through Friday;
MADRZYK (13th Ward)	West 57th Street (south side) from South Pulaski Road west to the first alley -- 7:00 A.M. to 9:00 A.M. -- no exceptions;
LASKI (23rd Ward)	South Pulaski Road, in the 4700 block -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
	West 48th Street (both sides) from the first alley west of South Pulaski Road to South Komensky Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
EISENDRATH (43rd Ward)	North Cannon Drive (east side) from West Fullerton Avenue to West Diversey Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday (no exceptions).

Referred -- RELOCATION OF PARKING PROHIBITION TO PORTION OF NORTH MENARD AVENUE.

Alderman Banks (36th Ward) presented a proposed order to relocate a parking prohibition from its current location at 1303 North Maplewood Avenue to a new location at 2116 North Menard Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION TO PORTION OF NORTH OAKLEY AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed order to relocate a parking prohibition from its current location at 2334 North Cambridge Avenue to a new location at 1104 North Oakley Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the parking prohibition currently in effect at the locations designated, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
STEELE (6th Ward)	South Evans Avenue, at 8117 (except for Handicapped Permit No. 3465);
LAURINO (39th Ward)	North Monticello Avenue, at 4842 (handicapped parking).

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
HUELS (11th Ward)	South Farrell Street, at 2615, from a point 20 feet south of South Hillock Avenue, to a point 97 feet south thereof -- 60 minutes -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
LAURINO (39th Ward)	West Foster Avenue (both sides) from North Central Park Avenue to North Kimball Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential parking permit 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
HUELS (11th Ward)	South Sangamon Street (both sides) between West 35th Street and West 36th Street -- at all times;
	West 35th Place (both sides) between South Lituanica Avenue to South Morgan Street -- at all times;
FARY (12th Ward)	West 35th Place (both sides) in the 2300 block, from South Oakley Avenue to the first alley west thereof -- at all times;
BANKS (36th Ward)	West Barry Avenue, alongside corner building at North Neva Avenue -- at all times;
	North Neva Avenue (both sides) in the 3000 block -- at all times;
	North Neva Avenue (both sides) in the 3100 block -- at all times;
	North Newland Avenue (east side) in the 1800 block -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
LAURINO (39th Ward)	North Drake Avenue, in the 4700 block -- at all times; North Harding Avenue, in the 4800 block -- at all times;
NATARUS (42nd Ward)	East Walton Street (north side) between North Dearborn Street and North State Street -- 6:00 A.M. to 6:00 P.M. -- on all school days (William B. Ogden Elementary School).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTIONS OF SOUTH SEELEY AVENUE AND WEST 33RD STREET.

Alderman Fary (12th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "South Seeley Avenue (both sides) from West 33rd Street to West 34th Street; and on West 33rd Street (south side) from the first alley west of South Damen Avenue, to the first alley west of South Seeley Avenue -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- Zone 31", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST 48TH STREET.

Alderman Laski (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West 48th Street (both sides) from the first alley west of South Pulaski Road to South Komensky Avenue -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST 52ND STREET.

Alderman Laski (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West 52nd Street (south side) between South Lavergne Avenue and South Lawler Avenue -- one hour -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (public benefit)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations 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)	South Trumbull Avenue, alongside 3425 West 51st Street, from West 51st Street to the first alley south thereof;
BANKS (36th Ward)	North Major Avenue, at 2800 -- 2812, from West Diversey Avenue to the first alley north thereof;
LEVAR (45th Ward)	West Belle Plaine Avenue (south side) from North Milwaukee Avenue to the first alley east thereof.

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 hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	East Benton Place (south side) from North State Street to North Holden Court -- no exceptions;
NATARUS (42nd Ward)	North Orleans Street, at 875 (alongside on West Locust Street) -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
SHILLER (46th Ward)	West Grace Avenue, at 635, from front entrance west to driveway -- no exceptions.

Referred -- AUTHORIZATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT INTERSECTION OF NORTH LINCOLN AVENUE AND NORTH FAIRFIELD AVENUE.

Alderman O'Connor (40th Ward) presented a proposed order for the installation of automatic traffic control signals at the intersection of North Lincoln Avenue and North Fairfield Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders authorizing 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
TILLMAN (3rd Ward)	South Prairie Avenue, at East 57th Street -- "Stop";
PRECKWINKLE (4th Ward)	East 54th Street, at South Greenwood Avenue -- "Stop";
STEELE (6th Ward)	East 72nd Street, at South Eberhart Avenue -- "Stop";
	East 79th Street, at South Wabash Avenue -- "Stop";
	East 81st Street, at South Calumet Avenue -- "Stop";
	East 93rd Street, at South Forest Avenue -- "Stop";
	East 93rd Street, at South Prairie Avenue -- "Stop";
	East 94th Street, at South Calumet Avenue -- "Stop";
	East 94th Street, at South Forest Avenue -- "Stop";
BEAVERS (7th Ward)	East 76th Street, at South Phillips Avenue -- "Stop";
DIXON (8th Ward)	East 98th Street and South Ellis Avenue -- "3-Way Stop";
	East 98th Street and South Greenwood Avenue -- "4-Way Stop";
SHAW (9th Ward)	South State Street, at East 120th Street -- "Stop";

Alderman	Location And Type Of Sign
	South Wallace Street, at West 128th Street -- "Stop";
BUCHANAN (10th Ward)	East 132nd Street and South Exchange Avenue -- "4-Way Stop";
FARY (12th Ward)	West 45th Street and South Kedvale Avenue -- "3-Way Stop";
HANSEN for *MADRZYK* (13th Ward)	South Kilbourn Avenue, at 5800 -- "Stop";
	West 67th Street and South Keeler Avenue -- "No Right Turn";
BURKE (14th Ward)	South Rockwell Street, at West 58th Street -- "Stop";
EVANS (21st Ward)	South Union Avenue, at West 90th Street -- "Stop";
	West 95th Street and South Harvard Avenue -- "U-Turn Permitted";
GARCIA (22nd Ward)	West 25th Street, at South Kolin Avenue -- "Stop";
LASKI (23rd Ward)	Entrance to alley bounded by South Archer Avenue, West 56th Street, South Sayre Avenue and South Newland Avenue -- "Thru Traffic Prohibited";
E. SMITH (28th Ward)	West Harrison Street, at South Kilbourn Avenue -- "Stop";

Alderman	Location And Type Of Sign
BIALCZAK (30th Ward)	West Melrose Street, at North Leclaire Avenue -- "Stop";
SUAREZ (31st Ward)	West Evergreen Street and North St. Louis Avenue -- "Stop"; West Palmer Boulevard, at North Spaulding Avenue -- "Stop";
AUSTIN (34th Ward)	West 109th Street, at South Throop Street -- "Stop";
LAURINO (39th Ward)	North Drake Avenue, at 6100 -- "All-Way Stop"; North Drake Avenue, at West Carmen Avenue (northwest corner) -- "Stop";
O'CONNOR (40th Ward)	West Berwyn Avenue, at North Leavitt Street -- "Stop"; West Berwyn Avenue, at North Wolcott Avenue -- "Stop";
EISENDRATH (43rd Ward)	West North Avenue, between North Cleveland Avenue and North Hudson Avenue -- "U-Turn Permitted";
HANSEN (44th Ward)	West Cornelia Avenue, at North Lakewood Avenue -- "Stop";
LEVAR for *STONE* (50th Ward)	West Morse Avenue, at North Hamilton Avenue -- "Stop".

Referred -- AUTHORIZATION FOR REMOVAL OF "NO PARKING" SIGN ON PORTION OF EAST 75TH STREET.

Alderman Beavers (7th Ward) presented a proposed order authorizing the removal of a "No Parking" sign located on the south side of East 75th Street, between South South Shore Drive and the lake, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED INSTALLATION OF "STOP" SIGN ON PORTION OF SOUTH KOLMAR AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend a previously passed ordinance by striking the words: "South Kolmar Avenue and West 68th Street, stopping South Kolmar Avenue for West 68th Street", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

Alderman Laurino (39th Ward) presented three 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:

West Devon Avenue, from North Pulaski Road to North Cicero Avenue;

North Kenton Avenue into North Kimberly Avenue, from West Foster Avenue to North Elston Avenue; and

North Kolmar Avenue, from West Foster Avenue to North Elston Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOAD LIMITATION ON PORTION OF WEST BALMORAL AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West Balmoral Avenue, from North Hoyne Avenue to North Damen Avenue -- 5 tons", which was *Referred to the Committee on Traffic Control and Safety.*

---

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented seven proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an M2-3 General Manufacturing District the area shown on Map No. 10-F bounded by:

a line 50 feet south of West 40th Place; the alley next east of and parallel to South Wallace Street; a line 75 feet south of West 40th Place; and South Wallace Street.

BY ALDERMAN FARY (12th Ward):

To classify as an R3 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-I bounded by:

a line 366 feet south of West 36th Street; the alley next east of and parallel to South Maplewood Avenue; a line 390 feet south of West 36th Street; and South Maplewood Avenue.

BY ALDERMAN BANKS (36th Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 5-M bounded by:

the alley next north of and parallel to West North Avenue; North Meade Avenue; West North Avenue; and a line 132 feet west of North Melvina Avenue.

BY ALDERMAN DOHERTY (41st Ward):

To classify as a B4-1 Restricted Service District instead of a B1-1 Local Retail District the area shown on Map No. 15-N bounded by:

the alley next southwest of North Avondale Avenue; a line 75 feet southeast of North Nina Avenue; a line 140 feet north of East Circle Avenue; and North Nina Avenue.

BY ALDERMAN HANSEN (44th Ward):

To classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by:

West Belmont Avenue; a line 266 feet east of North Southport Avenue; the alley next south of and parallel to West Belmont Avenue; and the alley next east of and parallel to North Southport Avenue.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by:

North Racine Avenue; West Newport Avenue; the alley next west of and parallel to North Seminary Avenue; the south line of the alley next south of and parallel to West Newport Avenue; then southwest along the easterly line of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; and West Roscoe Street.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B3-2 General Retail District instead of a B5-2 General Service District the area shown on Map No. 11-H bounded by:

West Pensacola Avenue; the alley next east of North Lincoln Avenue; West Cullom Avenue; the alley next east of North Lincoln Avenue; West Hutchinson Street; the alley next east of North Lincoln Avenue; West Berteau Avenue; the alley next east of North Lincoln Avenue; West Warner Avenue; North Lincoln Avenue; West Belle Plaine Avenue; the alley next west of North Lincoln Avenue; West Warner Avenue; the alley next west of North Lincoln Avenue; West Berteau Avenue; the alley next west of and parallel to North Lincoln Avenue; the alley next north of and parallel to West Berteau Avenue; the alley next east of and parallel to North Leavitt Street; the alley next south of and parallel to West Cullom Avenue; and a line 102 feet west of North Lincoln Avenue, as measured from the southerly right-of-way line of West Cullom Avenue.

---

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eighteen (18) proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Finance,* as follows:

Alderman	Claimant
FARY (12th Ward)	Mr. Wayne Kuczera;
STREETER (17th Ward)	Highland Terrace Condominium Association;
RUGAI (19th Ward)	Academy Hall Apartments;
	Mr. Carl Fried;
	Mr. John Piper;
	Mr. Harry E. Roth;
TROUTMAN (20th Ward)	6201 -- 6211 South Indiana Cooperative;
BURRELL (29th Ward)	Mr. Manuel Washington;
BIALCZAK (30th Ward)	Mr. Robert Arentz;
	2944 North Laramie Cooperative;
AUSTIN (34th Ward)	Racine Courts Cooperative;
BANKS (36th Ward)	Ms. Judith Mary Stelton;
LAURINO for *CULLERTON* (38th Ward)	Ridgemoor Estates Condominium Association;
LAURINO (39th Ward)	Mr. Ephraim Kaplan;
O'CONNOR (40th Ward)	Foster Condominium Association;

Alderman	Claimant
NATARUS (42nd Ward)	Savoy Condominium Association;
LEVAR (45th Ward)	4105 -- 4113 West Cullom Condominium Association;
LEVAR for *STONE* (50th Ward)	Claremont North Condominium Association.

---

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MAZOLA (1st Ward):

PERMISSION FOR TRAFFIC CLOSURES ON PORTIONS OF SOUTH LA SALLE STREET AND WEST QUINCY STREET TO HOLD CONTINENTAL BANK CORPORATION EVENT.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Continental Bank, c/o Kurt P. Stocker, Chief Corporate Relations Officer, 231 South LaSalle Street, to close to traffic South LaSalle Street, between West Jackson Boulevard and West Adams Street and West Quincy Street, between North Clark Street and North LaSalle Street, on Tuesday, June 11, 1991 (rain date: June 18, 1991) for the conduct of a Continental Bank Corporation Event during the hours of 12:00 Noon and 10:00 P.M.

Alderman Mazola 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 Mazola, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- ESTABLISHMENT OF TAXICAB STANDS ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances to establish taxicab stands along those portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Taxicab Stand Number 611 -- along the north curb of West Jackson Boulevard, from a point 85 feet east of South Canal Street, to a point 232 feet east thereof, for eleven vehicles; and

Taxicab Stand Number 612 -- along the north curb of West Jackson Boulevard, from a point 30 feet west of South Canal Street, to a point 270 feet west thereof, for three vehicles.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Americold Services Corporation -- to maintain and use an elevated railroad switch track running diagonally from the east side to the west side of South Throop Street, from 381 feet north of the center line of West 16th Street, to 372 feet north of the center line of West 16th Street;

Bart's Bar and Grill, Inc., doing business as Bart's Bar and Grill -- to maintain and use a portion of the public way adjacent to 164 North State Street for the operation of a sidewalk cafe;

Bennett Brothers, Inc./Chinnock & Doughty, Inc., Agent -- to maintain and use vaulted storage areas in the block bounded by East Adams Street, East Monroe Street, South State Street and South Wabash Avenue, adjacent to 30 East Adams Street;

"I Am" Reading Room of Chicago -- to maintain and use vaulted space under the east/west public alley adjacent to 176 West Washington Street;

LaSalle National Bank, under Trust Number 10-19750-08 -- to maintain and use a four-faced ornamental clock on the southwest corner of East Wacker Drive and North Wabash Avenue, adjacent to 35 East Wacker Drive; and

Slinger-Wells Corporation, doing business as Popeye's -- to maintain and use a portion of the public way adjacent to 107 North Wells Street for the operation of a sidewalk cafe.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO CITIBANK FEDERAL SAVINGS BANK.

Also, a proposed ordinance to amend an ordinance passed by the City Council on February 6, 1991 (Council Journal of Proceedings, page 30386) which authorized a grant of privilege to Citibank Federal Savings Bank, by striking from Section 1 thereof: "North-south alley: Vault area is approximately one hundred fifty-three point seventy-five (153.75) feet in length and eighteen (18) feet in width"; and from Section 2 thereof: "Thirty-two Thousand Two Hundred Forty-seven and no/100 Dollars ($32,247.00)"; and inserting in Section 2 therefor, the sum: "Twenty Thousand Two Hundred Ninety-two and no/100 Dollars ($20,292.00)", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF TITLE 17, CHAPTER 194A, ARTICLE 5 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY ADDITION OF NEW SECTION 5.14 CREATING MEDICAL CENTER DISTRICT.

Also, a proposed ordinance to amend Title 17, Chapter 194A, Article 5 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) which would add thereto a new section, to be known as Section 5.14, recognizing the area bounded by South Ashland Boulevard, the line coincidental with West Congress Parkway extending westerly to South Oakley Boulevard, South Oakley Boulevard and the property line of the Chicago and Northwestern Transportation Company at or near West 14th and West 15th Streets, as a Medical Center District, pursuant to the Medical Center District Act (Illinois Revised Statutes, Chapter 111½, Section 5001, et seq.) and limited to the uses designated in "An Act in relation to the establishment of a medical center district in the City of Chicago and for the control and management thereof", as amended (ibid.), which was *Referred to the Committee on Zoning.*

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON PORTIONS OF SPECIFIED PUBLIC WAYS FOR VARIOUS PURPOSES.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Chicago Hilton and Towers, c/o Ms. Carol Gifford -- that part of East 8th Street, between South Wabash and South Michigan Avenues, on Thursday, August 1, 1991, to hold a Post Race Block Party;

Howard Alan Promotions, Inc. -- that part of East Lake Street, between North Michigan and North Stetson Avenues; and that part of North Stetson Avenue, between East Lake Street and East Wacker Drive, for the period extending August 1 through August 4, 1991, to hold the Second Annual New Eastside Artworks; and

Mayor's Office of Special Events -- that part of East Jackson Boulevard, between South Lake Shore and South Columbus Drives; and the east side of South Columbus Drive, between East Monroe Street and East Congress Parkway, for the period extending June 6 through June 10, 1991 and June

8 through June 10, 1991, respectively, in conjunction with the Chicago Gospel Festival.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, five 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 Transportation and Public Way*, as follows:

American National Bank & Trust Co., under Trust Number 49223 -- for fourteen canopies at 111 North Canal Street;

American National Bank & Trust Company of Chicago, under Trust Number 66410 -- for two canopies at 911 West Fulton Market;

Fulton-Green Building -- for two canopies at 219 North Green Street;

Jerome B. Grubart, Inc. -- for one canopy at 221 West Washington Street; and

Winklemans Stores, Inc., doing business as M. J. Carroll -- for one canopy at 32 South State Street.

Presented By

ALDERMAN RUSH (2nd Ward) And OTHERS:

EXPRESSION OF OPPOSITION TO NATIONAL RIFLE ASSOCIATION'S CHALLENGE OF CHICAGO HOUSING AUTHORITY'S FIREARMS POLICY.

A proposed resolution, presented by Aldermen Rush, Mazola, Preckwinkle, Steele, Shaw, Jones, Troutman, Gutierrez, Hendon, Mell, Natarus and Eisendrath, reading as follows:

WHEREAS, Violence in the City's public housing has reached epic proportions in recent months; and

WHEREAS, The C.H.A. has undertaken serious steps to eradicate gang and drug-related crime; and

WHEREAS, C.H.A. Chairman Vince Lane has implemented enforcement of C.H.A. policy restricting firearms in C.H.A. properties; and

WHEREAS, The National Rifle Association has come out in opposition to Chairman Lane's firearms policy; and

WHEREAS, The N.R.A. has threatened to file suit against the C.H.A. citing violations of tenants constitutional rights; and

WHEREAS, Chairman Lane has indicated that the N.R.A.'s position "advocates the genocide of young Black people in public housing"; and

WHEREAS, Police Superintendent Leroy Martin supports the position of Chairman Lane and the Chicago Housing Authority; and

WHEREAS, The overwhelming majority of C.H.A. residents support this policy as well; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the City Council go on record in opposition to the threatened lawsuit of the National Rifle Association to the firearms policy of the Chicago Housing Authority and in the event such a lawsuit is initiated, hereby directs the City's Corporation Counsel to consider intervening in said suit on behalf of the residents of Chicago.

Alderman Rush 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 Rush, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- Alderman Tillman -- 1.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN TILLMAN (3rd Ward):

BUILDING AT 416 -- 418 EAST 47TH STREET DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building at 416 -- 418 East 47th Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The building at 416 -- 418 East 47th Street is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolishment of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Tillman 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 Tillman, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE AND ERECTION OF TENT ON PORTION OF EAST OAKWOOD BOULEVARD IN CONJUNCTION WITH DEDICATION OF CHURCH.

A proposed order directing the Commissioner of Public Works to grant permission to Holy Angels Church to close to traffic, and erect a tent, on that portion of East Oakwood Boulevard, between South Vincennes and South Langley Avenues, during the period of June 8 and June 9, 1991, in conjunction with the dedication of a new church, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BLOOM (5th Ward):

PERMISSION FOR TRAFFIC CLOSURES AND USE OF SIDEWALKS ALONG VARIOUS PUBLIC WAYS IN CONJUNCTION WITH ART FAIRS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Portion Of East 57th Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Hyde Park-Kenwood Community Conference, c/o Dorri Ellis, Coordinator, 5222 South Harper Avenue, for the conduct of a community art fair on East 57th Street (street and sidewalks on both sides) between South Dorchester and South Kenwood Avenues, for the period of June 1 and 2, 1991, during the hours of 7:00 A.M. and 8:00 P.M. each day.

Portions Of East 56th Street, East 57th Street and South Kimbark Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 57th Street Art, c/o Carol Montag, 5620 South Harper Avenue, for the conduct of the 57th Street Art, on East 57th Street (sidewalks on both sides and on street) between South Kimbark Avenue and South Dorchester Avenue; South Kimbark Avenue (sidewalks on both sides and on street) between East 56th Street and East 57th Street; and East 56th Street (sidewalks only on both sides) between South Kimbark Avenue and South Kenwood Avenue, for the period of June 1 and 2, 1991, during the hours of 7:00 A.M. and 8:00 P.M. each day.

Alderman Bloom moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed.*

On motion of Alderman Bloom, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- HONORARY DESIGNATION OF PORTION OF EAST 71ST STREET AS "EMMETT TILL ROAD".

Also, a proposed ordinance to designate that portion of East 71st Street, from South Stony Island Avenue to South South Shore Drive as "Emmett Till Road" and directing the Commissioner of Streets and Sanitation to place the proper signage therefor, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO UNIVERSITY OF CHICAGO TO MAINTAIN AND USE STEAM PIPES UNDER AND ACROSS PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances to grant permission and authority to the University of Chicago to maintain and use steam pipes under and across portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

File 10 -- under the west sidewalk space of South Ellis Avenue, from a point 133 feet north of East 58th Street, to a point 291 feet north thereof; and

File 22 -- under and across South University Avenue, from a point adjacent to 5801 South Ellis Avenue, thence running north 66 feet, for supplying steam and compressed air to the Chicago Theological Seminary at 5157 South University Avenue.

Referred -- MR. ROBERT HELMAN AND MEMBERS OF CITY'S NEGOTIATING TEAM REQUESTED TO REPORT STATUS AND AGENDA OF FRANCHISE NEGOTIATIONS WITH COMMONWEALTH EDISON COMPANY.

Also, a proposed resolution requesting Mr. Robert Helman and members of the City of Chicago's negotiating team to appear before the Committee on Energy, Environmental Protection and Public Utilities to report the status and planned activities of their negotiations with Commonwealth Edison

Company, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF EAST 90TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Walter S. Howard to hold a sidewalk sale in the 300 block of East 90th Street, for the period extending August 17 through August 24, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- CHICAGO TRANSIT AUTHORITY REQUESTED TO INSTALL BUS PASSENGER SHELTER AND BENCH ON NORTHEAST CORNER OF EAST 75TH STREET AND SOUTH STATE STREET.

Also, a proposed order directing the Committee on Transportation and Public Way to request that the Chicago Transit Authority install a bus passenger shelter, with bench, on the northeast corner of East 75th Street and South State Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO OPERATE NEWSSTAND ON NORTHEAST CORNER OF EAST 78TH STREET AND SOUTH COTTAGE GROVE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Quadir Sabree for the operation of a newsstand on the northeast

corner of East 78th Street and South Cottage Grove Avenue on a daily basis, in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28, SECTION 440 OF MUNICIPAL CODE OF CHICAGO TO NULLIFY AND CANCEL CITY CONTRACTS WITH INDIVIDUALS OR BUSINESSES FOUND IN VIOLATION OF ILLEGAL DUMPING.

A proposed ordinance to amend Title 7, Chapter 28, Section 440 of the Municipal Code of Chicago which would allow for the nullification and/or cancellation of City contracts with those individuals or businesses found in violation of provisions prohibiting illegal dumping or unsanitary depositing of waste materials, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BEAVERS (7th Ward) And ALDERMAN O'CONNOR (40th Ward):

Referred -- COMMONWEALTH EDISON COMPANY, PEOPLES GAS LIGHT AND COKE COMPANY AND ILLINOIS BELL TELEPHONE COMPANY URGED TO DONATE EQUIVALENT OF ONE YEAR'S BILLINGS TO CHICAGO BOARD OF EDUCATION FOR MODERNIZATION OF CERTAIN SCHOOL BUILDINGS.

A proposed resolution urging Commonwealth Edison Company, Peoples Gas Light and Coke Company and Illinois Bell Telephone Company to refund or

donate the equivalent of one year's billings, for each of their respective services, to the Chicago Board of Education for the purpose of rendering certain school buildings more energy efficient, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN DIXON (8th Ward),
ALDERMAN BURKE (14th Ward) And
ALDERMAN GUTIERREZ (26th Ward):

Referred -- COMMISSIONER OF DEPARTMENT OF CONSUMER SERVICES DIRECTED TO CONDUCT STUDY OF GROCERY PRICING PRACTICES IN VARIOUS INCOME AREAS OF CITY.

A proposed resolution directing the Commissioner of the Department of Consumer Services to conduct a comprehensive study of the grocery pricing practices in different income areas of the City to protect lower-income citizens from excessive grocery prices, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHAW (9th Ward):

BUILDINGS LOCATED ALONG PORTIONS OF SOUTH MICHIGAN AVENUE DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings located at 10630, 11517, 11810 and 11858 South Michigan Avenue 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 located at 10630, 11517, 11810 and 11858 South Michigan Avenue are declared public nuisances, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Shaw 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 Shaw, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

EXPRESSION OF GRATITUDE AND SUPPORT EXTENDED TO MONTAY COLLEGE FOR PIONEERING BLACK AMERICAN ADDICTIONS PROGRAM.

Also, a proposed resolution reading as follows:

WHEREAS, Montay College, 3750 West Peterson Avenue in this great City of Chicago, has inaugurated a Black American Addictions Program

(B.A.A.P.) in answer to specific needs of the Black/African American and Afro-European community in the State of Illinois; and

WHEREAS, Formulated under the Addictions Counselor Education Department of Montay College, the unique program is an English-speaking, culturally specific, addictions counselor training model for students with a multicultural lineage, offering a 48-week training format which provides professional enhancement and culturally specific addictions education that is intended to heighten student awareness of the issues that exist in multiculturally diverse Black communities; and

WHEREAS, Students will be instructed and supervised by Directors of the Black American Addictions Program both at Montay College's main campus in Chicago and at the College of St. Francis in Joliet, Illinois, and to ensure that all the B.A.A.P. objectives are met, the Directors will provide ongoing assessment and supervision of students; and

WHEREAS, In organizing and nurturing this pioneering, significant program, Montay College points the way to a better world for many citizens; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-second day of May, 1991, A.D., do hereby voice our support of Montay College's Black American Addictions Program and express our gratitude to Montay College for providing a pioneering educational service where the need is so great; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Montay College.

Alderman Shaw moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- PAVING BY SPECIAL ASSESSMENT OF ALLEY IN AREA BOUNDED BY EAST 105TH STREET, EAST 106TH STREET, SOUTH INDIANA AVENUE AND SOUTH EDBROOKE AVENUE.

Also, a proposed order directing the Board of Local Improvements to institute the necessary proceedings to provide concrete paving, by special assessment, of the alley bounded by East 105th Street, East 106 Street, South Indiana Avenue and South Edbrooke Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF REGULATIONS GOVERNING ADMINISTRATION OF COMPENSATION PLAN AND EMPLOYEE BENEFITS FOR CLASSIFIED POSITIONS TO ALLOW FOR CONTINUOUS SERVICE CREDIT FOR QUALIFIED GOVERNMENT EMPLOYEES.

Also, a proposed resolution to amend the regulations governing the administration of the compensation plan and employee benefits for classified positions set forth in the Annual Appropriation Ordinance to allow government employees who transfer to City service after September 8, 1986 to qualify for continuous service credit, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF SOUTH EWING AVENUE AND EAST 106TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to the East Side Chamber of Commerce to conduct a sidewalk sale on both sides of South Ewing Avenue, between East 104th Street and East

108th Street; and on both sides of East 106th Street, between South Avenue H and South Avenue L, during the period of July 13 and 14, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 050 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUBPARAGRAPH (d) TO RESTRICT ISSUANCE OF BEER GARDEN LICENSES IN THIRTEENTH WARD.

A proposed ordinance to amend Title 4, Chapter 172, Section 050 of the Municipal Code of Chicago by adding thereto a new Subparagraph (d) which would restrict the issuance of beer garden licenses in the 13th Ward to those establishments wherein the proposed beer garden is situated in front of or on the main street side of the subject premises, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4, SECTION 060 OF MUNICIPAL CODE OF CHICAGO TO INCREASE PENALTY FOR CERTAIN MISDEMEANOR OFFENSES TO 1,000 HOURS OF COMMUNITY SERVICE.

A proposed ordinance to amend Title 8, Chapter 4, Section 060 of the Municipal Code of Chicago which would increase the penalty for certain misdemeanor offenses from 120 hours of community service to 1,000 hours of community service in accordance with procedures set forth in state law, which was *Referred to the Committee on Police and Fire.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT 5733 SOUTH KEDZIE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to H. Moenck & Son to erect a sign/signboard at 5733 South Kedzie Avenue for McDonalds, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF SOUTH ASHLAND AVENUE AND WEST 47TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Back of the Yards Business Association to hold a sidewalk sale on both sides of South Ashland Avenue, between 4100 and 4900, and on both sides of West 47th Street, between 1400 and 2200, for the period extending July 11 through July 14, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTION OF SOUTH MC DOWELL AVENUE FOR CONDUCT OF NEIGHBORHOOD FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Back of the Yards Business Association to close to traffic that part of South McDowell Avenue, from 4650 to 4700, for the period extending July 11 through July 14, 1991, to hold a neighborhood festival, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 2718 WEST 59TH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Ford City Bank & Trust Co., under Trust No. 490, to maintain and use one canopy attached to the building or structure located at 2718 West 59th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AUTHORIZATION FOR PROHIBITION OF TRAFFIC ON PORTIONS OF SOUTH ST. LOUIS AVENUE AND WEST 83RD STREET IN CONJUNCTION WITH SAINT DENIS PARISH FAMILY FESTIVAL AND CARNIVAL.

Also, two proposed orders directing the Commissioner of Public Works to prohibit traffic on that part of South St. Louis Avenue, from West 83rd Street to West 83rd Place, and on that part of West 83rd Street, from South St. Louis Avenue west to the railroad tracks, respectively, for the period extending June 11 through June 16, 1991, in conjunction with the Saint Denis Parish Family Festival and Carnival, which were *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 17, CHAPTER 194A OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO DEFINE AND REGULATE USE OF R1(A) SINGLE-FAMILY RESIDENCE DISTRICTS.

A proposed ordinance to amend Title 17, Chapter 194A of the Municipal Code of Chicago (the Chicago Zoning Ordinance) which would establish, define

and regulate the use of R1(A) Single-Family Residence Districts, which was *Referred to the Committee on Zoning.*

Referred -- AUTHORIZATION FOR CONDUCT OF "MICHAEL DOHERTY BENEFIT" TAG DAY ON PORTIONS OF SOUTH KEDZIE AVENUE AND SOUTH PULASKI ROAD.

Also, a proposed order directing the Committee on Finance to grant permission to the Michael Doherty Benefit, c/o Ms. Kathleen J. Malozzi, to conduct a tag day on South Kedzie Avenue, at West 111th Street and West 115th Street; and on South Pulaski Road, at West 103rd Street, West 111th Street and West 115th Street, on Saturday, August 17, 1991, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF SOUTH KEDZIE AVENUE AND WEST 111TH STREET.

Also, a proposed order directing the Committee on Finance to grant permission to the Mount Greenwood Chamber of Commerce, c/o Ms. Darlene Larsen, to hold a sidewalk sale on that part of South Kedzie Avenue, from West 103rd Street to West 115th Street; and on that part of West 111th Street, from South Sacramento Avenue to South Pulaski Road, for the period of July 26 and 27, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES AT 6840 SOUTH STONY ISLAND AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Charles McGary to hold sidewalk sales in front of 6840

South Stony Island Avenue, on Friday, May 31 and on each succeeding Friday and Saturday for the period extending June 7 through September 28, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH WENTWORTH AVENUE AS "DOROTHY MOORE AVENUE".

A proposed order directing the Commissioner of Public Works to give consideration to designating the 9200 block of South Wentworth Avenue as "Dorothy Moore Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR EXTENSION OF REVEREND ELMER L. FOWLER HONORARY STREET DESIGNATION ON PORTION OF SOUTH BEVERLY AVENUE.

Also, a proposed order directing the Commissioner of Public Works to give consideration to extending the Reverend Elmer L. Fowler honorary street designation to include that portion of South Beverly Avenue, between 87th and 103rd, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN GARCIA (22nd Ward),
ALDERMAN RUSH (2nd Ward),
ALDERMAN SHILLER (46th Ward),
And OTHERS:**

EXPRESSION OF SUPPORT FOR CIVIL RIGHTS ACT OF 1991.

A proposed resolution, presented by Aldermen Garcia, Rush, Shiller, Mazola, Preckwinkle, Huels, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Eisendrath, Hansen, M. Smith and Moore, reading as follows:

WHEREAS, There is a great need to enact stronger civil rights laws that would protect the rights of all workers; and

WHEREAS, The United States Supreme Court, in 1989, reversed established civil rights precedents and severely restricted the scope of our nations's fair employment laws; and

WHEREAS, The Supreme Court's 1989 decision cut back dramatically on the effectiveness of civil rights protection; and

WHEREAS, Existing remedies for intentional discrimination are not adequate; and

WHEREAS, In the aftermath of the Supreme Court's decision, several studies have concluded that victims of employment discrimination have been left with inadequate means to seek redress in the work place. The Court's decision adversely affects women of color, undermines the ability of employees to use Title VII to solve employment discrimination, resulting in the re-litigation of court-approved remedies at great expense both to employers -- many of whom are municipalities with limited resources, and to employees -- persons who have suffered proven discrimination, and severely limits the remedies available to women who suffer intentional sexual discrimination and harassment; and

WHEREAS, We believe that all workers should have equal opportunities to obtain jobs for which they are qualified; they should be able to move as far in their careers as their talents can take them; they should be able to support their families and build a better life for themselves and/or their children; and they should be able to do these things without being held back by any

form of discrimination -- whether by race, sex, religion, national origin or disability; and

WHEREAS, On January 3, 1991, the United States Congress introduced the Civil Rights Act of 1991 to assure that all people have an opportunity to work in an environment free of discrimination; and

WHEREAS, The Civil Rights Act of 1991 reaffirms the prohibition against both intentional discrimination and practices that have a discriminatory effect, prohibits all employment discrimination at all stages of a contract, prohibits discrimination on both discriminatory and nondiscriminatory grounds, prohibits discriminatory employment practices, unless the practices can be justified under the business necessity text, and will not require or encourage quotas; and

WHEREAS, The realization of these ideals cannot and will not come until and unless the Civil Rights Act of 1991 becomes the law of the land; now, therefore,

Be It Resolved, That the members of the City Council and the Mayor of the City of Chicago, The Honorable Richard M. Daley, in a meeting assembled this twenty-second day of May, 1991, do hereby adopt this resolution in support of the Civil Rights Act of 1991 and also urge the United States Congress and the President of the United States to pass the Civil Rights Act of 1991; and

Be It Further Resolved, That the Office of the City Clerk is hereby directed to prepare suitable copies and mail same to the President of the United States, each member of the Illinois Congressional Delegation, the United States Senate President and the Speaker of the House.

Alderman Garcia moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- Alderman Doherty -- 1.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 051 ENTITLED "MEDICAL CARE PARKING AREAS".

A proposed ordinance to amend Title 9, Chapter 64 of the Municipal Code of Chicago which would add thereto a new section, to be known as Section 051, entitled "Medical Care Parking Areas", establishing and regulating use of parking privileges and permits for individuals who require a minimum of fifteen hours of daily personalized medical care, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 5223 SOUTH LOCKWOOD AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Russell L. Vitrano, Jr., to park a pickup truck and/or van in front of his residence at 5223 South Lockwood Avenue, in accordance with the provisions of Title 9, Chapter 48, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- APPROVAL OF PROPERTY AT 5958 SOUTH OAK PARK AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 5958 South Oak Park

Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- EXEMPTION OF UNIVERSAL SAVINGS AND LOAN ASSOCIATION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY.

A proposed ordinance to exempt Universal Savings and Loan Association from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 1800 South Halsted Street, pursuant to the provisions of Title 10, Chapter 20, Section 220 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT 2875 WEST 19TH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Saint Anthony Hospital for the maintenance and use of two canopies attached to the building or structure at 2875 West 19th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- GRANT OF PRIVILEGE TO JIMO'S, INC. (DOING BUSINESS AS JIMO'S CAFE) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Jimo's, Inc., doing business as Jimo's Cafe, to maintain and use a portion of the public way adjacent to 1576 North Milwaukee Avenue, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN BURRELL (29th Ward),
ALDERMAN E. SMITH (28th Ward) And
ALDERMAN HENDON (27th Ward):**

Referred --EXPRESSION OF OPPOSITION TO PROPOSED PHASE-OUT OF CHICAGO BOARD OF EDUCATION HEADSTART PROGRAM.

A proposed resolution expressing opposition to a proposal currently before the Chicago Board of Education to phase-out the Headstart program from the public school system and urging the Chicago Board of Education to maintain and strengthen its current program, which was *Referred to the Committee on Education.*

Presented For

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO BULLINGTON, INC. (DOING BUSINESS AS O'DONNELL'S) FOR SIDEWALK CAFE.

A proposed ordinance, presented by Alderman Burke, to grant permission and authority to Bullington, Inc., doing business as O'Donnell's, to maintain

and use a portion of the public way adjacent to 1721 West Wrightwood Avenue, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO AMERICAN NATIONAL BANK AND TRUST COMPANY, UNDER TRUST NUMBER 113424-09, FOR CONSTRUCTION OF AREA WELL AT 737 NORTH MAY STREET.

Also, a proposed ordinance, presented by Alderman Mell, to grant permission and authority to American National Bank and Trust Company, under Trust No. 113424-09, to construct, maintain and use an area well with guard rail and staircase in the public way adjacent to 737 North May Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO MS. ANDERIA SMITH.

Also, a proposed ordinance, presented by Alderman Burke, to amend an ordinance passed by the City Council on December 5, 1990 (Council Journal of Proceedings, page 26659), which authorized a grant of privilege to Ms. Anderia Smith by striking from Section 2 thereof the sum: "Three Hundred and no/100 Dollars ($300.00)" and inserting in lieu thereof: "Ten and no/100 Dollars ($10.00)", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT AND MAINTAIN CANOPY AT 737 NORTH MAY STREET.

Also, a proposed order, presented by Alderman Burke, directing the Commissioner of General Services to issue a permit to American National Bank and Trust Co., under Trust No. 113424-09, to construct, maintain and

use one canopy to be attached to the building or structure at 737 North May Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 071 HOLDING BUSINESS OWNERS RESPONSIBLE FOR REMOVAL OF GRAFFITI FROM BUILDINGS WHEN VANDALS HAVE NOT BEEN IDENTIFIED.

A proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago, which would add thereto a new section, to be known as Section 8-4-071, requiring owners of vandalized buildings to eradicate any markings, drawings or paintings within ten days after notice from the Department of Streets and Sanitation when persons responsible for such vandalism have not been identified, and further, subjecting the owners of said buildings to a fine for each day such violation continues, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- AMENDMENT OF TITLE 5, CHAPTER 16, SECTIONS 010, 030 AND 050 OF MUNICIPAL CODE OF CHICAGO BY EXEMPTING SUBSIDIZED DWELLING UNITS FROM DISCLOSURE REQUIREMENT FOR HEATING COSTS.

Also, a proposed ordinance to amend Title 5, Chapter 16, Sections 010, 030 and 050 of the Municipal Code of Chicago which would exempt Section 8 subsidized dwelling units from provisions requiring building unit owners or agents to disclose heating costs to new tenants leasing said premises, which was *Referred to the Committee on Housing and Real Estate.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF WEST DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to F. W. Woolworth and Co. (Store Number 1477), to conduct a sidewalk sale at 3401 West Diversey Avenue (corner of North Kimball Avenue and North Milwaukee Avenue), for the period extending May 25 and May 26, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 4101 -- 4113 NORTH KEDZIE AVENUE.

Also, a proposed order directing the Commissioner of General Services, to issue a permit to LaSalle Lakeview Bank, under Trust No. 5311, to maintain and use one canopy attached to the building or structure at 4101 -- 4113 North Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF TITLE 17, CHAPTER 194A, ARTICLE 7 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE), BY RESTRICTING USE OF LOT AREA PRIOR TO COMPREHENSIVE AMENDMENT PROHIBITING SAME IN R1 AND R2 SINGLE-FAMILY RESIDENCE AND R3 GENERAL RESIDENCE DISTRICTS.

A proposed ordinance to amend Title 17, Chapter 194A of the Municipal

Code of Chicago (the Chicago Zoning Ordinance) Article 7, Section 7.5(5) restricting the lot area use not on record prior to the effective date of this comprehensive amendment in R1 and R2 Single-Family Residence Districts and further regulating the lot area use for single-family dwellings in R3 General Residence Districts, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN GILES (37th Ward):

Referred -- APPROVAL OF PROPERTY AT 4300 WEST OHIO STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution to approve the property at 4300 West Ohio Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented For

ALDERMAN CULLERTON (38th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST DAKIN STREET.

A proposed order, presented by Alderman Laurino, reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of West Dakin Street lying between the west line of North Mobile Avenue and a line 90.0 feet west thereof for Robert and Patricia Milach (File No. 20-38-91-1589); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Laurino 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 Laurino, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- APPROVAL OF PLAT OF JOZEF PILSUDSKI RESUBDIVISION ON PORTION OF NORTH NAGLE AVENUE.

Also, a proposed ordinance, presented by Alderman O'Connor, directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Jozef Pilsudski Resubdivision located on the east side of North Nagle Avenue, 241 feet north of the north line of West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders, presented by Alderman O'Connor, 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 Transportation and Public Way,* as follows:

Ambrogio Lounge & Restaurant -- for one canopy at 6706 West Belmont Avenue;

Mr. Fred Fahrberger -- for one canopy at 6744 West Belmont Avenue; and

The International Club, Inc. -- for one canopy at 3201 North Long Avenue.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- AUTHORIZATION OF INSTALLATION OF ALLEY LIGHT BEHIND 4634 NORTH AVERS AVENUE.

A proposed order authorizing the Commissioner of Streets and Sanitation, Bureau of Electricity, to cause the installation of a new alley light behind the premises at 4634 North Avers Avenue, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR LICENSE FEES FOR PARTICIPANTS OF AMERICAN-INDIAN FESTIVAL.

Also, a proposed order instructing the Department of Revenue to issue the necessary licenses, free of charge, to those vendors participating in the American-Indian Festival to be held in the North Park Village on Saturday May 18, 1991, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 40, SECTION 030(c) OF MUNICIPAL CODE OF CHICAGO TO PERMIT DONATION OF SURPLUS CITY EQUIPMENT TO BOARD OF EDUCATION TO HELP DEFRAY EXPENSES.

A proposed ordinance to amend Title 2, Chapter 40, Section 030(c) of the Municipal Code of Chicago, which would permit the City to donate to the Chicago Board of Education all salvageable and surplus computers, desks, writing instruments, paper, office furniture, recreational equipment and all other personal property in an effort to help relieve and defray Board of Education expenses, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 4411 NORTH KEDZIE AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Kaufman Bakery to maintain and use one canopy attached to the building or structure at 4411 North Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- ACCEPTANCE OF DEED OF DEDICATION FOR PROPERTY LOCATED UNDER PORTION OF NORTH NEW STREET.

A proposed ordinance to accept a Deed of Dedication from The Chicago Dock and Canal Trust for property located under that portion of North New Street, between East Illinois Street and East North Water Street, to be used for public

street purposes, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, seven proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Berghoff Brewery and Restaurant Ltd. Partnership, doing business as The Berghoff Brewery and Restaurant -- 436 West Ontario Street;

Crema Dolce Ltd., doing business as Ristorante Zio -- 2 West Elm Street;

Dublin Bar and Grill, Inc., doing business as the Dublin Bar and Grill -- 1050 North State Street;

Mr. Lucky's Limited Partnership, doing business as Mr. Lucky's -- 213 West Institute Place;

Trocadero, Inc., doing business as Kinzie Street Bistro -- 400 North Wells Street;

Whitemont Management Corporation, doing business as the Tremont Hotel -- 100 East Chestnut Street; and

Whitemont Management Corporation, doing business as The Whitehall Hotel -- 105 East Delaware Place.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Loyola University -- to maintain and use a one-story covered bridge or passageway over and across North Rush Street, connecting the premises at 820 North Rush Street with the premises at 820 North Michigan Avenue; and

Weiman Company, Inc. -- to maintain and use a loading device in rear of the premises at 314 West Superior Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT AND MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, eleven proposed orders directing the Commissioner of General Services to issue permits to the applicants listed to construct, maintain and use canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Allerton Hotel -- to maintain one canopy at 701 North Michigan Avenue;

American Osteopathic Association -- to maintain two canopies at 142 East Ontario Street;

Bootlegger, Inc. -- to maintain one canopy at 13 West Division Street;

Combined Fitness Corporation -- to maintain one canopy at 1235 North LaSalle Street;

Crema Dolce Ltd., doing business as Ristorante Zio -- to maintain four canopies at 2 West Elm Street;

Quandrant -- to maintain one canopy at 406 North Clark Street;

Raphael Hotel Company of Illinois, Inc. -- to maintain one canopy at 201 East Delaware Street;

Streeterville 400 Condominium Association -- to maintain one canopy at 400 East Ohio Street;

Ultimo, Ltd. -- to maintain four canopies at 114 East Oak Street;

Waterlily Restaurant -- to maintain one canopy at 30 West Hubbard Street; and

540 Hotel Venture & Illinois Limited Partnership -- to maintain four canopies at 540 North Michigan Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL BRICK PAVERS, BRICK RETAINER WALL AND SHRUBBERY ON PORTION OF WEST DELAWARE PLACE.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to McCagg Place Condominium Association, for the installation of brick pavers, brick retainer wall and shrubbery adjacent to the premises at 126 West Delaware Place, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- APPROVAL OF PLAT OF CLYBOURN MAGNOLIA SECOND RESUBDIVISION ON PORTION OF NORTH MAGNOLIA AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Clybourn Magnolia Second Resubdivision located 204.00 feet south of the south line of West Dickens Avenue, having a frontage of 124.32 feet on the west side of North Magnolia Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO MAX ENTERPRISE LTD. (DOING BUSINESS AS CLARK STREET BISTRO) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Max Enterprise Ltd., doing business as Clark Street Bistro, to maintain and use a portion of the public way adjacent to 2600 North Clark Street, for operation of a sidewalk cafe, which was *Referred to the Committeee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO MS. SALLY E. WEINER TO CONSTRUCT AND MAINTAIN GUARDRAIL AND POSTS ON PORTION OF NORTH SEMINARY AVENUE.

Also, a proposed ordinance to grant permission and authority to Ms. Sally Weiner to construct, maintain and use one guardrail and eight posts on the public way adjacent to 1959 North Seminary Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF NORTH LINCOLN AVENUE, WEST ALTGELD STREET, WEST MONTANA STREET AND WEST LILL AVENUE FOR CONDUCT OF "TASTE OF LINCOLN AVENUE".

Also, a proposed order directing the Commissioner of Public Works to grant permission to Wrightwood Neighborhood Association, c/o Mr. Marty Marks, to close to traffic those portions of North Lincoln Avenue, between West Fullerton and West Wrightwood Avenues; West Altgeld Street, between North Halsted Street and North Sheffield Avenue; West Montana Street, between North Lincoln Avenue and North Sheffield Avenue; and West Lill Avenue, between North Lincoln Avenue and 870 West Lill Avenue, for the period extending July 27 and July 28, 1991, to conduct the "Taste of Lincoln Avenue"

which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, five 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 Transportation and Public Way,* as follows:

All Our Children, Ltd. -- for one canopy at 2217 North Halsted Street;

The Racquet Club of Chicago -- for one canopy at 1365 North Dearborn Street;

Twin Anchors, Incorporated -- for two canopies at 1655 North Sedgwick Street;

We'll Clean, Inc. -- for one canopy at 1515 West Diversey Parkway; and

Yang and Jai Choi, doing business as G. M. Cleaners -- for one canopy at 2359 North Clark Street.

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES URGED TO HOLD HEARINGS ON STATUS OF CITY'S FRANCHISE NEGOTIATIONS WITH COMMONWEALTH EDISON COMPANY.

Also, a proposed resolution urging the Committee on Energy, Environmental Protection and Public Utilities to conduct hearings on the status of the City's franchise negotiations with Commonwealth Edison Company regarding reliability of service, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO MR. SEAN GROSVENOR ON WINNING STATE GYMNASTICS CHAMPIONSHIP.

A proposed resolution reading as follows:

WHEREAS, Sean Grosvenor became a two-time state champion at the State gymnastics meet on May 11 and 12; and

WHEREAS, Sean won the state championship in both the still rings and floor exercise, and was the runner-up in the vault; and

WHEREAS, Sean, competing as the only member representing Lane Technical High School, and the only Chicago Public League gymnast to qualify for the State championship tournament, finished second in the state in the overall competition; and

WHEREAS, Sean's success, because of devoted work and long hours as the only member of Lane Technical High School's team, will pave the way in the future for youths who are interested in gymnastics; and

WHEREAS, Sean is a fine example of the type of student-athlete that the people of the Chicago School System should be proud of; now, therefore,

Be It Resolved, That on this day, May 22, 1991, Sean Grosvenor will be recognized by the Chicago City Council for his outstanding accomplishments in the area of gymnastics; and

Be It Further Resolved, That he shall be presented with a suitable copy of this resolution.

Alderman Hansen 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 Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- AMENDMENT OF TITLE 17, CHAPTER 194A, ARTICLE 11 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY AUTHORIZING EXCEPTIONS FOR CURRENTLY EXISTING BUILDINGS WITH OPEN PORCH SYSTEMS.

Also, a proposed ordinance amending Title 17, Chapter 194A, Article 11 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by adding currently existing buildings with open porch systems to Section 11.7A-3(5) which authorizes the Zoning Administrator to grant exceptions from the Zoning Ordinance, which was *Referred to the Committee on Buildings.*

Referred -- APPROVAL OF PLAT OF VICTORIA PLACE RESUBDIVISION ON PORTION OF NORTH RACINE AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Victoria Place Resubdivision located on the west side of North Racine Avenue, 100.0 feet north of West School Street and having a frontage of 370.54 feet on North Racine Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Batter Up, Inc., doing business as Chili Mac's 5-Way Chili -- 3152 North Broadway; and

The Bread Shop, Inc., doing business as The Bread Shop -- 3400 North Halsted Street.

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF NORTH BROADWAY AND WEST DIVERSEY AVENUE.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to Lake View East Development Corporation, to conduct sidewalk sales on both sides of North Broadway, between West Diversey and West Cornelia Avenues; and on both sides of West Diversey Avenue, between North Sheridan Road and North Halsted Street, for the periods extending June 7 through June 9, 1991 and July 12 through July 14, 1991, respectively, which were *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT AND MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed to construct, maintain and use canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Rainbow Grocery, Inc., doing business as Foodworks -- to maintain one canopy at 1002 West Diversey Avenue; and

Ugly Bar and Cafe -- to construct one canopy at 2944 North Lincoln Avenue.

Referred -- COMMITTEE ON BUILDINGS URGED TO HOLD HEARINGS WITH VARIOUS DEPARTMENT REPRESENTATIVES REGARDING FEE STRUCTURE FOR ILLUMINATED CANOPIES.

Also, a proposed resolution requesting the City Council Committee on Buildings to conduct a hearing with representatives from the Departments of Buildings, Law, and General Services to testify on the fee structure for lighted canopies and to propose adjustments which would encourage business in Chicago, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- GRANT OF PRIVILEGE TO TONY AND LILL'S PIZZA PALACE, INC. (DOING BUSINESS AS TONY AND LILL'S PIZZA PALACE) FOR SIDEWALK CAFES.

A proposed ordinance to grant permission and authority to Tony and Lill's Pizza Palace, Inc., doing business as Tony and Lill's Pizza Palace, to maintain and use portions of the public way adjacent to 5134 West Irving Park Road for the operation of two sidewalks cafes, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF NORTH MILWAUKEE AVENUE, WEST LAWRENCE AVENUE, WEST HIGGINS AVENUE AND WEST AINSLIE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Jefferson Park Chamber of Commerce to conduct a sidewalk sale on both sides of North Milwaukee Avenue, from 4630 to 4955; both sides of West Lawrence Avenue, from 5216 to 5401; both sides of West Higgins Avenue, from 5403 to 5417; and both sides of West Ainslie Street, from 5310 to 5334, for the period extending August 1 through August 3, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- GRANT OF PRIVILEGE TO LOUIS A. WEISS MEMORIAL HOSPITAL FOR INSTALLATION OF COMMUNICATIONS CABLE UNDER PORTION OF NORTH CLARENDON AVENUE.

A proposed ordinance to grant permission and authority to Louis A. Weiss Memorial Hospital to construct, maintain and operate conduit contained coaxial communications cable under a portion of North Clarendon Avenue, connecting the hospital buildings located at 4600 North Clarendon Avenue and 4600 North Marine Drive, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO ZEPHYR'S ICE CREAM, INC. (DOING BUSINESS AS ZEPHYR'S ICE CREAM SHOP) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Zephyr's Ice

Cream, Inc., doing business as Zephyr's Ice Cream Shop, to maintain and use a portion of the public way adjacent to 1777 West Wilson Avenue, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION TO CONDUCT SAINT MATTHIAS CHURCH CARNIVAL ON PORTION OF NORTH CLAREMONT AVENUE.

Also, a proposed order authorizing the Commissioner of Public Works to grant permission to Saint Matthias Church for the conduct of a carnival on that portion of North Claremont Avenue, from West Ainslie Street north to the parking lot and to prohibit parking on the east side of North Claremont Avenue, from 4927 to 4949 in conjunction therewith, for the period extending June 19 through June 24, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 2100 WEST IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Schulien's Restaurant to maintain and use one canopy attached to the building or structure at 2100 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- GRANT OF PRIVILEGE TO MAVERICK ORGANIZATION, INC. (DOING BUSINESS AS TEDINO'S) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Maverick Organization, Inc., doing business as Tedino's, to maintain and use a portion of the public way adjacent to 5335 North Sheridan Road, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 1137 WEST BRYN MAWR AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Newman's Lounge, Inc. to maintain and use one canopy attached to the building or structure at 1137 West Bryn Mawr Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT AND MAINTAIN CANOPIES AT 1791 NORTH HOWARD STREET.

A proposed order directing the Commissioner of General Services to issue a permit to North Shore National Bank, under Trust Number 916, to construct, maintain and use ten canopies to be attached to the building or structure at 1791 North Howard Street, which was *Referred to the Committee on Transportation and Public Way.*

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance,* as follows:

FREE PERMITS:

BY ALDERMAN STEELE (6th Ward):

Mercy Hospital and Medical Center -- installation of water and sewer lines on the premises known as 8529 South State Street.

Saint Mark Church -- construction of housing for the elderly on the premises known as 840 East 76th Street.

BY ALDERMAN GUTIERREZ (26th Ward):

Bickerdike Redevelopment Corporation -- for the El Mercado Project located in the Humboldt Park community.

BY ALDERMAN AUSTIN (34th Ward):

Maple Park United Methodist Church -- construction of new addition to existing building on the premises known as 11705 South Elizabeth Street.

BY ALDERMAN NATARUS (42nd Ward):

Moody Bible Institute -- renovation of the old Neely Printing Buildings on the premises known as 215 West Locust Street and 871 North Franklin Street.

BY ALDERMAN SHILLER (46th Ward):

Juvenile Protection Association -- rehabilitation of building on the premises known as 3655 North Ashland Avenue.

BY ALDERMAN M. SMITH (48th Ward):

Institute of Cultural Affairs -- rehabilitation of existing structure on the premises known as 4750 North Sheridan Road.

BY ALDERMAN LEVAR for *ALDERMAN STONE* (50th Ward):

Congregation Ezras Israel -- renovation of elevator shaft enclosure on the premises known as 7001 North California Avenue.

Native American Educational Service -- repairs to fire damaged premises known as 2838 West Peterson Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN SHAW (9th Ward):

V & J Day Care Center, Inc., One East 113th Street.

BY ALDERMAN MADRZYK (13th Ward):

Southwest Cooperative Preschool, 3500 West 63rd Place.

BY ALDERMAN MURPHY (18th Ward):

Emmanuel Baptist Church Athletes for Christ Association, 8301 South Damen Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

Casa Central Home for the Hispanic Elders, 1401 North California Avenue.

Humboldt Park Family Health Center, 2750 West North Avenue.

BY ALDERMAN AUSTIN (34th Ward):

Roseland Community Hospital, 45 West 111th Street.

BY ALDERMAN O'CONNOR (40th Ward):

The Evangelical Lutheran Church of Saint Philip Day Care Center, 2444 West Bryn Mawr Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Moody Bible Institute, 820 North LaSalle Street (3).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUSH (2nd Ward):

Illinois Institute of Technology, 40 West 33rd Street -- elevator inspection fees.

BY ALDERMAN DIXON for *ALDERMAN COLEMAN* (16th Ward):

Linda Kaplan, Property Manager, 6717 South Elizabeth Street -- handicapped signs inspection fee.

BY ALDERMAN LAURINO for *ALDERMAN CULLERTON* (38th Ward):

Resurrection Health Care Corporation, 7435 West Talcott Avenue -- fuel burning equipment inspection fee at the J. F. K. Center, 5845 West Addison Street.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital/Carriage House, 215 East Chicago Avenue -- semi-annual elevator inspection fee.

Northwestern Memorial Hospital/Streeterville Corporation, 216 East Superior Street -- annual mechanical ventilation inspection fee.

Scholl School of Podiatric Medicine, 1001 North Dearborn Street -- annual mechanical ventilation inspection fee.

BY ALDERMAN EISENDRATH (43rd Ward):

Center for the Rehabilitation and Training of Persons with Disabilities, 2032 North Clybourn Avenue -- annual building inspection fees.

BY ALDERMAN SCHULTER (47th Ward):

Methodist Hospital of Chicago, 5025 North Paulina Street -- fuel burning equipment inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Lighthouse Baptist Church, 7935 -- 7937 South Exchange Avenue.

BY ALDERMAN BURKE (14th Ward):

Saint Basil/Visitation, 1824 West Garfield Boulevard.

REFUND OF FEE:

BY ALDERMAN LEVAR for *ALDERMAN STONE* (50th Ward):

Congregation Ezras Israel, 7001 North California Avenue -- refund in the amount of $95.50.

WAIVER OF FEES:

BY ALDERMAN MURPHY (18th Ward):

Saint Denis Church, 8301 South St. Louis Avenue -- waiver of all permit fees for family fesvtival to be held on June 12 through June 16,1991.

BY ALDERMAN RUGAI (19th Ward):

Lee Markunas, 11141 South Whipple Street -- waiver of fee for handicapped parking signs.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (May 9, 1991).

The City Clerk submitted the printed Official Journal of the Proceedings of the reconvened meeting held on May 9, 1991 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL CORRECTIONS.

(April 12, 1991)

Alderman Banks moved to *Correct* the printed Official Journal of the regular meeting held on Friday, April 12, 1991, as follows:

Page 32708 -- by inserting the following language immediately below the twelfth line from the top of the page:

Plan of Development attached to this ordinance reads as follows:

Business Planned Development

Plan Of Development.

1. Legal title to that certain real property (the "Property") which is delineated herein as Business Planned Development and is subject to the use and bulk restrictions of this Business Planned Development is held by the University of Chicago, an Illinois not-for-profit

corporation and Chicago Title and Trust Company, as Trustee under Trust No. 1084237, dated September 15, 1983. Robert Klauseger, as Applicant, is agent for Chicago Financial Center Limited Partnership, a Delaware Limited Partnership, the contract-purchaser of the Property. Martin Fishman and Richard Schulze, as Applicants, are agents for the sole beneficiaries of the referenced land trust. All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements.

2. The Applicants acknowledge that the Applicants, their affiliates, successors, assigns, grantees or lessees shall obtain all official reviews, approvals and permits which may be necessary to implement the development of the Property. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way which may be necessary to implement development of the Property including implementation of Statement No. 16 hereof, if otherwise required, shall require a separate submittal on behalf of the Applicants, their affiliates, successors, assigns, grantees or lessees, and if otherwise required, approval by the City Council.

3. Business and professional offices, accessory and non-accessory off-street parking, general retail and service uses, and such other permitted uses allowed under the regulations of the B6-7 Restricted Central Business District (with the exception of hotels, motels, warehousing, dwelling units and lodging rooms) shall be permitted upon the Property. Without limiting any use heretofore described, the following special uses also shall be permitted upon the Property: (i) public art galleries and museums; (ii) radio towers, earth station receiving and transmitting dishes and antennae (without regard to size), television towers, telephone exchanges, microwave relay towers and telephone transmission equipment; (iii) taverns, including live entertainment and dancing; and (iv) day care centers, consistent with Chapter 158 of the Chicago Municipal Code. The ground floor areas designated on the Site Plan (as hereinafter defined) as Retail Area "A", Retail Area "B" and Public Space shall, subject to the applicable provisions of this Planned Development, be devoted solely to retail uses, restaurant and food services uses, tavern uses, art gallery uses, public interior space uses as defined herein, accessory uses and such other uses as shown on the Site Plan and Public Space Drawings (as hereinafter defined). All

parking shall be located below grade. All office, day care and other permitted uses shall be located above the ground floor.

4. This Planned Development consists of these twenty (20) Planned Development Statements; an Existing Zoning and Street Map; a Boundary and Property Line Map; a Generalized Land Use Plan; an Existing Land Use Area Map; a Table of Use and Bulk Regulations and Data; a Setback Diagram, a LaSalle Street Detail Exhibit, consisting of two sheets; Public Space Drawings prepared by Skidmore, Owings & Merrill, dated February 14, 1991, consisting of 11 sheets; and a Site Plan prepared by Skidmore, Owings & Merrill, dated February 14, 1991. Full size sets of the Site Plan and Public Space Drawings are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. Off-street parking and off-street loading shall be provided upon the Property in accordance with the Bulk Regulations Table attached hereto and made a part of this Plan of Development.

6. Any service drive or other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning.

7. The height of each building located upon the Property and any appurtenances attached thereto, in addition to the Bulk Regulations Table, shall be subject to:

(a) Height limitations as certified on Form F.A.A.-177 (or on successor forms involving the same

subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and

(b) Airport Zoning Regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.

8. Business and business identification signs may be permitted upon the property subject to the review and approval of the Department of Planning. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Signs advertising products or services, which products or services are not located upon the Property, shall not be permitted.

9. For purposes of maximum Floor Area Ratio calculations, the definition contained in the current Chicago Zoning Ordinance shall apply; provided, however, that (i) floor area devoted to mechanical equipment which exceeds 5,000 square feet in any single location shall not be included and (ii) floor area devoted to non-accessory off-street parking shall not be included.

10. The Property is located along LaSalle Street (the "LaSalle Street Corridor") within an area of the City recognized as a special place because of its unique historical, cultural and architectural significance. The essential character of the LaSalle Street Corridor derives generally from the form and pattern of the massing, fenestration, facade articulation, building setbacks, scale, detailing and materials of many of the existing buildings along the corridor. The essential qualities of the development along the corridor are reflected in, among other things, the canyon-like effect created by structures built to the property line which step back in increments as they increase in height; the quality of natural light arising from the color and material of the buildings, the solid/void pattern of windows and the building setbacks; the historic and architectural significance of many of the existing buildings; the hierarchy of exterior space formed by the buildings located on either side of the street; and the design, quality and rhythm of architectural detail and elements.

Accordingly, in order to assure that development generally promotes and enhances these characteristics and qualities, any structure developed upon the Property shall be designed, constructed and maintained in accordance with the following standards:

(a) Street Wall.

The building shall be built to the property line at ground level along LaSalle Street and Monroe Street. Notwithstanding the foregoing, indentations for the expression of entry points and architectural articulation shall be allowed.

(b) Massing/Articulation.

The massing and the facade articulation of the building shall clearly articulate a three-part composition: a base, a middle and a top portion. Substantial horizontal expression or articulation on the facade shall emphasize this three-part nature. The base shall extend to approximately 6 stories above the ground level. The ground floor shall be differentiated by architectural detail from the rest of the base. The base shall have a centralized character containing the major ceremonial entry feature. The mid-section shall consist of two parts. The first part shall extend from the top of the base to a level having a height of at least 230 feet but not more than 250 feet above grade level. The second part shall extend from the top of the first part to a level having a height of at least 580 feet but not more than 600 feet above grade level. The mid-section shall be primarily vertical in character. The top section shall have a figural quality.

(c) Setbacks from LaSalle Street.

Setbacks shall be in accordance with the Setback Diagram.

(d) Openings.

(i) Within the Base.

(a) Openings within the base of the building shall be articulated to develop a deeper shade and shadow than are featured upon the upper portions of the building.

(b) Surfaces shall be designed to promote and reflect the institutional character of LaSalle Street.

(ii) Above the Base.

(a) Openings above the base will be either of punched or vertical expression in character, or a combination thereof, as generally illustrated by the LaSalle Street Detail Exhibit.

(b) Solid masonry surfaces shall comprise a minimum of 60% and a maximum of 75% of the facades.

(c) A minimum of eighty percent (80%) of the glass shall be set back five (5) or more inches from the facade.

(e) Materials.

Materials shall be architecturally rich and of high quality. Cladding shall be predominantly light-colored masonry and shall harmonize with the other buildings on LaSalle Street. Accent elements may be more flexible in color and material. Glass shall not be highly reflective, mirrored or darkly tinted.

(f) Detail.

Detail shall generally be of high quality, compatible with high quality buildings on LaSalle Street as depicted on the LaSalle Street Detail Exhibit. Detail shall further enhance the pedestrian experience and assist in differentiating

zones of the building mass and composition. Detail shall be utilized to the same extent as other quality buildings along LaSalle Street and should be concentrated primarily in the Building Base section. Detail at setback levels shall accentuate the setbacks through the use of one or more of the following:

(i) change or contrast in material;

(ii) articulation of surface and finish;

(iii) response to function (e.g., specially detailed grill work at mechanical levels); and

(iv) extensions or protrusions beyond the facade (e.g., cornices, overhangs and similar architectural elements).

11. The Applicant shall construct an interior public amenity space (the "Public Space") which shall be designed in the area designated therefor on the Site Plan and in substantial conformance with the standards of this Statement 11. The Public Space shall be designed in accordance with the Public Space Drawings, subject to the provisions of paragraph 11(e) below. The use, design and construction of the Public Space shall substantially conform to the following standards:

(a) Purposes/General Statements.

(i) The Public Space shall be available for public use subject to the conditions stated herein. The purpose of the Public Space is to provide a weather protected area for passive activities and to provide an alternative to outdoor public gathering spaces during inclement weather. The Public Space is intended to provide a variety of public areas including areas for quiet retreat from surrounding activity, areas for temporary programmed events and performances, and areas for public

display of items of educational or cultural interest.

(ii) The Public Space is intended to be an area which is separated from but integrated with the office building circulation and directly accessible from office building areas.

(iii) The Public Space is intended to be directly accessible from at least one entrance each on LaSalle and Monroe Streets. Such entrances shall reasonably coincide with adjacent sidewalks. The interior of the Public Space shall be generally visible to pedestrians along the LaSalle Street and Monroe Street frontages. Windows on the exterior of the Public Space shall promote views in and out of the Public Space and natural light into Public Space.

(iv) The Public Space shall contain five major areas: the Central Hall, the North Hall, the South Hall, the Monroe Entrance Hall and the Gallery.

(v) The public shall be able to move unimpeded through all of the major areas comprising the Public Space and from one entrance to any other entrance during open hours.

(vi) The uses and functions of the Public Space as described herein are intended to be maintained and kept in operation at all times throughout the life of the building.

(b) Physical Standards.

(i) Design -- The design of the Public Space shall promote the purposes herein intended.

(ii) Handicapped Accessible -- All portions of the Public Space shall be handicapped accessible from LaSalle and Monroe Streets including, without limitation,

convenient elevator access to the lower level gallery area, as depicted generally on the Site Plan.

(iii) Lighting/Glass Areas and Temperature Control -- Natural and artificial light shall be provided at such levels, quality and locations as are appropriate to the uses and functions of the Public Space. Glass shall be provided across the exterior facade of the Public Space as follows: That portion of the exterior facade adjacent to the Central Hall shall be glazed up to a level of approximately 50 feet above sidewalk level. Each exterior facade adjacent to the North Hall shall be glazed up to approximately 30 feet above sidewalk level. Each exterior facade adjacent to the South Hall shall be glazed up to approximately 30 feet above sidewalk level. The exterior facade adjacent to the Monroe Entrance Hall shall be glazed up to approximately 15 feet above sidewalk level. Each area of glazing adjacent to the exterior facades of the North Hall and the South Hall shall be a minimum of 15 feet in width, and the vertical center line of each such area of glazing shall intersect with the horizontal center line of the adjacent hall. The foregoing minimum percentages shall be inclusive of necessary mullions, mullion supports and decorative treatment. Such required glazing shall be located to encourage the transmission of light and/or the visibility of the space from the exterior grade level. Such glazing shall promote views, and the passage of natural light, into each of the foregoing areas of the Public Space. The maximum sill height for the aforementioned glazing shall not exceed 36 inches above sidewalk level; provided, however, that for 25 linear feet along the Central Hall, the maximum sill height shall be six (6) inches, and for fifteen (15) linear feet along the Monroe Entrance Hall, the maximum sill height shall be six (6) inches. All glazing shall be clear, not highly reflective, mirrored or

darkly tinted. Comfortable temperature and lighting conditions shall be maintained within the Public Space during open hours.

(iv) Seating and Tables -- Seating and tables shall be arranged, located and designed to encourage public use. The North Hall shall have a minimum of 144 linear feet of seating (including approximately 48 movable cafe chairs and approximately 24 linear feet of benches arranged around the perimeter of the North Hall); the Central Hall, a minimum of 220 linear feet of seating; the South Hall, a minimum of 56 linear feet of seating; the Monroe Entrance Hall, a minimum of 40 linear feet of seating; and the Gallery, a minimum of 30 linear feet of seating. Tables related to food service shall be provided in the Public Space, with a minimum of fifteen (15) tables to be situated in the North Hall adjacent to Retail Area "A". Seating without backs shall have a minimum horizontal depth of sixteen (16) inches. Seating with backs of at least fourteen (14) inches shall have a minimum depth of fourteen (14) inches. Seating having thirty (30) inches or more in depth shall count double provided there is access to such seating from both sides. The tops of walls, including but not limited to those walls which bound planting beds, fountains and pools, may be counted as seating when they conform to the dimensional standards contained herein. Movable seating or chairs shall be credited as 2.5 linear feet of seating per chair. Seating higher than thirty-six (36) inches and lower than fourteen (14) inches above the level of the adjacent walking surface shall not count toward satisfying the seating requirement. No seating which is stored at any time during the operating hours of the Public Space shall be credited as linear seating pursuant to the provisions of this paragraph.

(v) Art and Water -- The Public Space shall contain at least one water feature to be located in the center of either the North Hall or the South Hall which shall include active water movement designed to complement the use of the Public Space with acoustic and visual interest. The Public Space shall also contain at least one major art feature in whichever of the North Hall or the South Hall the water feature is not located, and shall be designed and located to stimulate and promote visual interest.

(vi) Materials/Finishes -- The walls, floors, ceilings and stairs shall be of high quality construction, materials and finish. Design, details, materials and finishes of all interior surfaces, including but not limited to, walls, floors, ceilings, stairs and furnishings, shall be appropriately decorative and complement the Public Space. Floor finishes and patterns, planters and other furnishings, and landscape materials shall be appropriately designed and arranged to define and complement seating areas in the Public Space. All materials, construction, design and detailing shall be of a quality equal to or better than that used within the building lobby area and lobbies of comparable office buildings in the Loop.

(vii) Landscaping -- The North Hall shall have a minimum of four (4) trees each having a height of approximately eighteen (18) feet. The Central Hall shall have a minimum of ten (10) trees each having a height of approximately twenty-seven (27) feet and shall additionally contain twelve (12) small trees, each having a height of approximately fifteen (15) feet. The South Hall shall have forty-eight (48) linear feet of shrubs (or similar plantings). The Monroe Entrance Hall and the Gallery shall contain four (4) trees, each having a height of approximately seventeen (17) feet. All trees shall measure at least three (3) inches in caliper. Landscape features

shall be designed to complement and enhance the definition of the seating areas and shall be arranged, located and selected to frame the central seating areas. The Public Space shall further contain shrubbery, flowers and/or other plantings as appropriate to complement its use as a public space. All landscape materials required by this Statement No. 11 shall be living plant material.

(viii) Pedestrian Circulation -- Pedestrian entrances into the Public Space shall be from LaSalle Street, with a secondary entrance from Monroe Street. Major pedestrian movement is enhanced by the placement of a combination of landscaping, tree planters and seating (as discussed above) to direct pedestrians through the Central Hall to the second level of the office building, to the North and South Halls, or to the Monroe Street entrance. These landscape features, tree planters and seating will further define such areas, which shall additionally have minor circulation paths allowing pedestrians to filter through these spaces.

(c) Major Areas Of The Public Space.

(i) Area -- The Public Space shall have a minimum overall floor area of 15,000 square feet. The Public Space shall be divided into five (5) major spaces: The Central Hall, the North Hall, the South Hall, the Monroe Entrance Hall and the Gallery, each of which is discussed in detail below.

(ii) Central Hall -- The Central Hall shall be the largest of the five areas and shall be centered on the LaSalle Street side of the building. It shall be flanked by the North Hall and South Hall, which Halls shall open directly onto the Central Hall.

The Central Hall shall be situated at grade level generally centered on the western facade of the building. The Central Hall shall have an approximate area of 3,000 square feet, length of 70 feet (longest distance), width of 45 feet (widest distance), and a height at the tallest point of at least 50 feet. The ceiling form shall be a vault or other figural form designed as a space-defining feature and shall be lighted by a combination of natural and artificial light through translucent and/or transparent material, and may include skylights, provided that clear views towards LaSalle Street are afforded from all points within the Central Hall through the exterior facade of the Central Hall up to a height of 56 feet above grade.

The LaSalle Street entrance shall open onto the Central Hall. Such entrance may also be used as the main access point for the office building.

At least two (2) major groupings of seating, shall be provided within the Central Hall and shall be arranged to be adequately protected and shielded from the passage of pedestrian traffic to and from the building elevator lobbies and the entrance. Each such area may further contain two or three sub-groupings of seating to promote differences of scale. Each such seating area shall be grouped around an area of not less than 120 square feet in order to promote associated seating uses. Trees, planting, artwork, and other space defining elements may be used to effect such shielding. One of these two seating areas shall be located in proximity to the North Hall and the other shall be located in proximity to the South Hall.

Escalators shall be provided leading from areas adjacent to or at the rear of the Central Hall to the first level above the Public Space. Such escalators shall not extend into, but shall generally be visible to occupants of, the Central Hall.

(iii) North and South Halls -- The North and South Halls shall be similar to each other in general configuration and shape. They shall each contain approximately 2,500 square feet in area, including retail kiosks (of approximately 200 square feet each) and transitional spaces. The general plan dimension of the open floor area in any direction shall be 40 feet. The ceiling shall have a general height at the tallest point of 45 feet and will be domed in form or otherwise figurally shaped.

The North Hall and the South Hall shall contain an art/water feature as specifically described in paragraph 11(b)(v) above.

The North Hall shall open directly onto the Central Space. The opening shall be a minimum of 15 feet wide and 14 feet high. Such area shall contain four (4) retail kiosks. The North Hall shall contain cafe tables and movable chairs in its central portion grouped around the art/water feature to be located therein. Additional seating shall be located near the windows of the North Hall. A combination of natural and/or artificial light shall be provided as described above.

The South Hall shall open on its north side to the Central Hall and on its east side to the Monroe Street Entrance Hall. The openings shall be a minimum of 15 feet wide and 14 feet high. There shall be a fountain and/or art feature located generally at the center of this area, with fixed seating arranged symmetrically around it. Such area shall contain three (3) retail kiosks (of approximately 200 square feet each) and one storage kiosk area. The South Hall shall contain seating which shall be grouped in its central portion around the art/water feature to be provided therein. Landscaping shall be provided in the South Hall in such a way as to define and

shield seating from pedestrian passage. The South Hall is intended to provide the location and staging area for the performances required hereunder. Seating shall be provided near exterior windows in the South Hall.

(iv) Monroe Entrance Hall -- The Monroe Entrance Hall shall have a total area of approximately 2,000 square feet, a length of 60 feet (longest dimension), and a width of 45 feet (widest dimension). Such area shall have retail frontage on its north and east sides. Seating shall be provided along the perimeter of the Monroe Entrance Hall. Such area shall be connected vertically to the Gallery by an opening in the floor, bounded by railings, which is intended to provide a visual link between this area and the Gallery and between the Gallery and the street. The minimum length or width of the opening shall be 30 feet in any direction.

(v) Gallery -- The Gallery shall be situated on the level immediately below the Monroe Street Entrance Hall. Access to the Gallery shall be directly from the hall above and the stairs and elevator shall be arranged in close proximity to the vertical opening that connects them.

The Gallery shall be situated on the first lower level below grade and occupy approximately 5,000 square feet. As noted above, it shall be visually and spatially connected to the Monroe Entrance Hall by a minimum 20-foot high space rising from the floor of the Gallery to the ceiling of the Monroe Entrance Hall through an opening in the floor of the Monroe Entrance Hall. Seating within the Gallery shall be appropriate to the uses occurring therein.

Open stairs from the main level shall be the principal means of access to the Gallery. Handicapped elevator access

shall be provided in the same general area.

(vi) Entry/Exit -- The Applicant acknowledges that the Public Space is intended to be perceived as functionally distinct from the lobby of the office building, notwithstanding that such areas shall be architecturally integrated. To this end, the principal elevator access to the office building (other than elevator access for handicapped and service) shall be located above the level of the Public Space; provided, however, that the Applicant shall not be precluded from providing additional elevator service from the ground floor so long as such additional elevator service does not involve more then one elevator bank, serves no more than one building tenant, is accessible only through an entrance which is located off the Monroe Entrance Hall, and does not unreasonably interfere with the public's use and enjoyment of the Public Space. The Public Space shall be located (other than the Gallery and minor interior changes in elevation) on the same level as the adjacent public streets. Openings shall be provided in the easternmost interior wall of the Public Space at the second floor level so that the North Hall and the South Hall shall generally be visible from the first level above the Public Space.

(d) Operational Requirements

(i) Hours -- The Public Space shall be open to the public during all regular business hours (but may be closed as and to the extent reasonably necessary to accommodate construction, maintenance and repair).

(ii) Main Floor Performance Use -- Musical entertainment or other live performances shall be provided within the main floor of the Public Space on at least twenty-eight (28)

occasions per year and shall occur between the business day hours of 11:30 A.M. and 2:00 P.M. Electrical outlets and adequate storage areas shall be provided to accommodate this use.

(iii) Retail -- The areas depicted on the Public Space Drawings as retail kiosks containing approximately 200 square feet each shall be devoted to retail uses intended to serve the occupants of the building and the Public Space. Such kiosk retail areas shall be open for business at least during the same hours the Public Space is open. Such kiosks shall be designed as shops with clear views into the interior and into which customers may enter or which have service counters open to and facing the Public Space for customer access or service. Easy and direct internal access by users of the Public Space to said kiosks shall be maintained. Such kiosks are intended to frame the North Hall and the South Hall and to act as a transition between the North and South Halls and Central Hall. The Applicant shall make reasonable efforts to assure that said kiosks shall be continuously occupied by active retail uses. Preferred retail uses are newsstands, book shops and convenience item shops; other retail uses are permitted provided such uses are appropriate for location within the Public Space. In the event that such retail uses are not available, the kiosk areas shall be made available at no charge for wall-mounted or free-standing displays of general public interest and the Applicant shall make reasonable efforts to locate users for said displays, including notifying the Department of Planning of the availability of such display areas within 20 days of such availability.

(iv) Food -- The area depicted on the Site Plan as Retail Area "A" is intended to be an integral part of the function and use of the Public Space. Retail Area "A" is intended to provide a principal source of food and beverage service for the benefit of the occupants of the building and of the Public

Space. Retail Area "A" shall be devoted only to restaurant or other food and beverage service uses. The physical and visual connection between Retail Area "A" and the North Hall space shall be maintained at all times as generally depicted on the Public Space Drawings. Furthermore, Retail Area "A" shall be designed and improved to provide easy physical and visual access between the North Hall and the Retail Area "A" as well as being accessible from Arcade Place. Nothing contained in this paragraph 11(d)(iv) shall be deemed a limitation of the type or quality of the food service operation to be located in Retail Area "A". Food and beverage service shall be made available from Retail Area"A" to occupants of the building and of the Public Space for consumption in the Public Space. Signage identifying the availability of carry-out food service shall be provided. Food not purchased within the Public Space may be consumed within the Public Space. Restrooms shall be provided in connection with any food service operation located in Retail Area "A", which restrooms shall be available for use by the occupants of Retail Area "A" and the Public Space. The Applicant shall make best and reasonable efforts to maintain the use of Retail Area "A" in continuous operation.

(v) Maintenance -- The Applicant shall adequately maintain the Public Space for the purposes herein intended, including without limitation, assuring that all public areas and facilities are clean, litter free and in good working order and that all landscape material is in a healthy condition.

(vi) Gallery -- The Gallery shall be devoted to display of objects, programs or presentations of artistic, scientific, historic or literary interest to the public. The use of the Gallery space shall be of long term educational and cultural interest and value to the public. Displays may be permanent or revolving. The

Gallery shall contain free-standing exhibit cases and wall displays, and the displays, design, layout and lighting of the Gallery shall be appropriate to its intended use and function. Such area shall not have a commercial character or be used for commercial purposes, although a shop related to the primary use is allowed.

Gallery uses and activities shall not be counted toward the entertainment requirement discussed below.

The open hours of the Gallery shall coincide with those of the rest of the Public Space. During such hours, a public display as herein required shall be in operation continuously, except that it may be closed on occasion to accommodate maintenance, display setup and improvements. The displays may be permanent or revolving.

(vii) Signs -- A sign advising the public of the public nature of the Public Space shall be located at each of the following locations: on the building's exterior along the LaSalle Street frontage on or near a window of the Central Hall and on the building's exterior along the Monroe Street frontage on or near a window into the Gallery Hall. The sign shall be posted so as to be reasonably visible to pedestrians. Signs shall have a minimum dimension of two (2) square feet. Each sign shall contain the following information: "Open to the Public".

(e) Other Considerations.

(i) Control -- It is acknowledged by the Applicant and the City of Chicago that the Public Space and its functions as described herein shall be consistent with and complementary to the use of the development as a first-class office

building. The requirements applicable to the Public Space shall not, however, be construed to permit interference with the reasonable operation of the office building. The Public Space shall be owned by the Applicant or its designee and their successors, grantees or assigns, but shall be made available to the public for programmed use as set forth herein. The Applicant or its designee and their successors, grantees and assigns shall retain the right to control and approve all programmed uses. Access to the office space developed on the Property may be by means of the Public Space.

(ii) Public Space Drawings -- The Public Space Drawings made a part of this Planned Development illustrate the features described in this Statement No. 11. The Public Space Drawings are presumed to comply with the provisions of this Statement No. 11; provided, however, that in the event of a conflict between these provisions and the Public Space Drawings or in the event of any omission on the Public Space Drawings which is otherwise provided for by the provisions of this Statement No. 11, the provisions of this Statement No. 11 shall govern. The design of the Public Space may vary from the Public Space Drawings, provided that such design substantially conforms with the provisions of this Statement No. 11 and with the intention and purpose of the Public Space Drawings.

(iii) Minor Changes -- Changes requested by the Applicant to the standards applicable to the Public Space, if determined to be appropriate by the Commissioner of Planning and consistent with the nature of the improvements contemplated by this planned development, shall be deemed a minor change which may be approved administratively pursuant to the provisions of Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. Prior to Part II approval for any development of the Property, the Department of Planning shall determine that the proposed structure substantially complies with the provisions of Statements No. 10 and No. 11 of this Planned Development. Accordingly, prior to the submission of construction drawings and specifications for Part II review, the Applicant shall provide the Department with such drawings, data and other documentation as the Department of Planning shall determine may be reasonably necessary or appropriate to fully evaluate substantial compliance of the proposed structure with the standards of Statements No. 10 and No. 11. In connection with such submissions, and at the request of the Department of Planning, the Applicant shall provide samples of materials to be used in the construction of the building. Any and all relevant documentation shall be made part of any Part II approval. The issuance of a Part II approval letter shall constitute conclusive evidence that the construction drawings and specifications comply with Statements No. 10 and No. 11.

13. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan. Required landscaping shall be maintained at all times. Along LaSalle Street and Monroe Street, one (1) two and one-half ($2\frac{1}{2}$) inch caliper tree shall be installed for each twenty-five (25) feet of frontage, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic, subject to the approval of the Department of Planning. Along Arcade Place, the building's street level facade and the sidewalk paving shall be designed and constructed to promote and enhance the existing pedestrian character (excluding areas located directly across from access to off-street parking and loading). The requirements of this statement may be modified, adminstratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is appropriate and consistent with the nature of the improvements contemplated in the Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The Applicant acknowledges that LaSalle Street is a central boulevard of the City's Central Business District and is of unique historical and architectural significance to the City of Chicago. The Applicant further acknowledges that a vacant, unimproved lot at this location on LaSalle Street would be undesirable. Accordingly, the Applicant agrees as follows:

(a) The Applicant shall use best efforts to keep the improvements currently located at 29 South LaSalle Street and 39 South LaSalle Street leased to tenants until such time as the Applicant requires such improvements to be vacated to proceed with the development contemplated by this Planned Development.

(b) Until such time as the Applicant obtains a demolition permit for such existing improvements, the Applicant, whether or not such improvements are leased to tenants, shall maintain the exterior of said improvements in good condition and repair.

(c) The City shall not issue and the Applicant agrees that it shall not be entitled to obtain a demolition permit from the City of Chicago respecting the existing improvements currently located at 29 South LaSalle Street and 39 South LaSalle Street unless and until the City has issued and the Applicant has received a building permit to construct the office building contemplated by this Planned Development. Following commencement of demolition, the Applicant shall pursue completion of demolition with diligence.

(d) The Applicant shall commence substantial construction of the office building contemplated by this Planned Development within six (6) months of completion of demolition of the improvements currently located at 29 South LaSalle Street and 39 South LaSalle Street, or either of them, and shall thereafter diligently proceed with such construction. Notwithstanding the foregoing, the Commissioner of Planning shall extend said six (6) month period for a maximum of three (3) additional consecutive six (6) month periods (each such six (6) month period being

hereinafter referred to as an "Extension Period") upon receipt by the Commissioner of Planning prior to expiration of the first such period or any Extension Period of the Applicant's written statement, sworn under oath, specifically stating the commencement of construction as aforesaid is delayed for any reasons or circumstances beyond the reasonable control of the Applicant and its affiliates and agents, the specific cause of such delay, and that the Applicant and its affiliates and agents have not taken any action or failed to take any action which could reasonably have resulted in such delay. Additionally, if commencement of construction as aforesaid has not occurred by the end of the foregoing three (3) Extension Periods, the Commissioner of Planning, in his sole discretion, upon the request of the Applicant and upon good cause shown, may (but is not obligated to) further extend the time in which such construction is to commence for two additional, consecutive Extension Periods. Following the initial six-month period after completion of demolition of either such building, if construction has not been commenced, the Property shall be maintained in a cleared, leveled, graded and landscaped condition.

(e) No interim uses shall be permitted on the Property without the prior written approval of the Commissioner of Planning, but in no event shall parking be a permitted interim use.

In the event that the Applicant fails to cause construction of the office building to commence within the time periods provided herein or, after such commencement, construction is not pursued with reasonable diligence, then, upon the City's notice to the Applicant specifying the Applicant's failure to comply with this provision and, in the case of failure to pursue construction with reasonable diligence after commencement thereof, the Applicant's failure to cure or correct such noncompliance within fifteen (15) days thereafter, this Planned Development shall lapse and the zoning of the Property shall revert to B6-7; provided, however, that the time periods specified herein for commencement and diligent pursuit of construction as aforesaid shall automatically be extended to the extent delays thereto are caused by acts of

God, acts of war, labor strikes or slowdowns or industry-wide unavailability of materials. Notwithstanding the foregoing, in the event that the Applicant fails to comply with the terms of this Statement 14 and this Planned Development lapses as a result thereof, the Applicant agrees that the Property will be cleared, leveled, graded and landscaped until such time as the Applicant seeks a building permit for new improvements to be located on the Property. Furthermore, in the event the improvements (or any portion thereof) currently located at 29 South LaSalle Street or 39 South LaSalle Street are substantially damaged or destroyed, unless caused by the willful act of the Applicant, by fire, vandalism or other casualty prior to their demolition as discussed above, or if demolition is ordered by any government agency for reasons beyond the reasonable control of the Applicant (in which case the first sentence of subparagraph (c) above shall be inapplicable), the time periods set forth herein shall be deemed inapplicable to this Planned Development and this Planned Development shall continue in full force and effect; provided, however, that in the event of such casualty or ordered demolition, the Applicant shall maintain the Property in a cleared, leveled, graded and landscaped condition until such time as the Applicant applies for and receives a building permit for the development contemplated hereby.

15. In connection with the development of the Property, the Applicant shall install and maintain, at its own cost and expense, decorative street lighting comparable to existing decorative fixtures along LaSalle Street. Said lighting fixtures shall be installed along the Monroe Street, LaSalle Street and Arcade Place frontages of the Property (excluding those areas located directly across from access to off-street parking and loading) in such number and location as are consistent with the existing pattern along LaSalle Street, subject to the requirements and provisions of the Department of Public Works, Bureau of Electricity.

16. The Applicant and the City acknowledge that access for loading requirements of the Improvements currently existing on the properties located immediately to the east and the northeast of the Property shall be achieved by means of the area depicted on the Site Plan as "Alley to be Dedicated". The City hereby acknowledges the adequacy and appropriateness of such area for use as a public right-of-way to achieve such access. The City and the Applicant

acknowledge that on May 16, 1990, the City Council adopted an ordinance, published in the City Council Journal of Proceedings at pages 16022 through 16025, providing for the vacation of a certain east-west alley within the boundaries of the Property subject to an easement for the benefit of the City. The easement is to terminate upon the recording of a plat of dedication, in the form of Exhibit B to said ordinance, which will result in dedicating a certain 10-foot wide north-south alley to the public. The City acknowledges that access to the adjacent properties and the public interest would be better served by the substitution of the area depicted on the Site Plan as "Alley to be Dedicated" for the aforesaid 10-foot wide north-south proposed alley dedication. The Applicant acknowledges its agreement, subject to the provisions hereof, to the dedication of the aforesaid "Alley to be Dedicated" depicted on the Site Plan in lieu of the aforesaid 10-foot wide north-south alley. Accordingly, prior to any Part II approval for development of the Property, (i) the Applicant shall have caused an application to be properly filed with the City on behalf of the Property's owner or owners requesting that the aforesaid ordinance be amended to substitute the legal description of the "Alley to be Dedicated" depicted on the Site Plan for the legal description currently contained within Section 2 of the aforesaid ordinance and also to substitute a proper form of Plat of Dedication applicable to the "Alley to be Dedicated" depicted on the Site Plan for the existing "Exhibit" to the aforesaid ordinance, (ii) the City Council, following such hearings and review as required by law, shall have adopted the amendment to the aforesaid ordinance and (iii) the "Alley to be Dedicated" as depicted on the Site Plan shall have been properly offered for dedication to the City and properly accepted by the City. The City and the Department of Planning shall fully and diligently cooperate with the Applicant to achieve such dedication as provided herein and to expedite the application process required therefor. The City further acknowledges that any amendment, substitution of legal description, dedication or vacation and related applications which are or may be required to achieve the purposes of this Statement 16 shall be achieved without any requirement of the payment of additional compensation by the Applicant. Notwithstanding the foregoing, an easement granted to the owners of all the properties contiguous to the eastern boundaries of the Property in and to said "Alley to be Dedicated" as depicted in the Site Plan may be substituted in the amendment to the aforesaid ordinance

for a dedication in fee simple, provided that said owners of the contiguous properties consent in writing to accept said easement in lieu of a fee simple dedication to the City and provided further that the form of said easement provides for full and adequate pedestrian and vehicular access to the adjacent properties and is approved by the Department of Law. In no event shall Part II approval be issued for any development of the Property unless prior to such issuance, the fee simple interest in the "Alley to be Dedicated" as depicted on the Site Plan has been properly dedicated to and accepted by the City or an easement accepted in writing by said contiguous property owners and approved by the Department of Law has been properly executed and recorded; provided, however, that in the event the City refuses to accept a properly offered dedication, the failure of the City to accept such dedication shall in no way be deemed a default on the part of the Applicant and shall in no way impair or affect the remaining provisions of this Planned Development or the Applicant's right to construct the office building contemplated by this Planned Development, and in the event of the failure of the City to accept such dedication or of adjacent property owners to consent as aforesaid, the Site Plan, without further action, shall be deemed amended to incorporate the 10-foot wide north-south alley currently depicted on Exhibit B to the aforementioned ordinance and such 10-foot wide alley shall be dedicated to and accepted by the City as contemplated by the current terms and provisions of the aforementioned ordinance. The net site area of the Property for floor area ratio and square footage calculations shall be as set forth on the Bulk Regulations Data Table, to wit, 39,002 square feet, notwithstanding the aforesaid dedication.

17. In recognition of the nexus between the proposed development and the light-rail transit system proposed to be constructed in the City's Central Business District (the "Circulator"), the Applicant, subject to the conditions set forth below, shall contribute the sum of $300,000 toward the construction of the proposed Circulator commuter station to be located on Monroe Street between LaSalle and Wells Streets on the first to occur of the following:

(a) sixty days following the date on which the City of Chicago announces the opening of the bidding process for the construction of said commuter station;

(b) the issuance by the Department of Planning of a "Part II" approval letter for this Planned Development; or

(c) the five (5) year anniversary date of passage by the City Council of the ordinance approving this Planned Development.

Following said contribution, said sums shall be reserved by the City for the construction of said commuter station and shall be expended for such purpose at such time as such station is to be constructed. If, however, after a period of ten (10) years or following the City's determination that such commuter station shall not be constructed at such location, or that such expenditure is not required for such purpose, the City shall have the right to use said sums (including accrued interest from the date of such payment) for the improvement or expansion of general mass transit facilities within the Central Business District. In the event the City determines, prior to the date of the required contribution as described above, that such commuter station shall not be constructed at such location, the Applicant shall contribute said sum for the purpose of the improvement or expansion of general mass transit facilities within the Central Business District upon the earlier to occur of the events described in subparagraphs (b) and (c) above.

18. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" promulgated by the Commissioner of the Department of Development and Planning.

19. Unless substantial construction of the proposed improvements on the Property has commenced within ten (10) years following the adoption of this ordinance, and unless completion is thereafter diligently pursued, then this Planned Development shall expire. Provided, however, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned development ordinances, this Planned Development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of such shorter time period, as applied to this Planned Development, shall be the effective date of the amendatory ordinance). If this Planned Development

expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of a B6-7 District.

20. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owners of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof shall, throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as authorized agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the affected property owner or owners and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property, the term "Applicant" shall be deemed amended to apply to the legal titleholder thereof (and its beneficiaries if such title is held in a land trust) and the seller or transferor thereof (and its beneficiaries if title is held in a land trust) shall thereafter be released from any and all obligation or liability hereunder.

Bulk Regulations Data attached to this Plan of Development reads as follows:

Business Planned Development
Bulk Regulations Data.

Applicant:	Robert Klauseger, Martin Fishman and Richard Schulze, by their attorneys, Rudnick & Wolf (per Theodore J. Novak and David L. Reifman).
Address:	203 North LaSalle Street Chicago, Illinois 60601.
Date of Application:	August 15, 1990 Revised February 14, 1991.
Property Address:	29 -- 39 South LaSalle Street Chicago, Illinois.
Net Site Area:	39,002 square feet (0.895 acres).
Permitted Uses:	In accordance with Statement No. 3 of the Planned Development.
Maximum Floor Area Ratio:	31.15*.
Maximum Percentage of Site Coverage:	100%.

---

* For purposes of maximum Floor Area Ratio calculations, the definition contained within the current Chicago Zoning Ordinance shall apply; provided, however, that (i) floor area devoted to mechanical equipment which exceeds 5,000 square feet in any single location shall not be included and (ii) floor area devoted to non-accessory off-street parking shall not be included.

Maximum Building Height:	740 feet **.
Maximum Number of Levels of Parking:	1.
Maximum Number of Off-Street Parking Spaces:	61.
Minimum Number of Off-Street Parking Spaces:	0***
Minimum Number of Loading Berths:	6.
Minimum Floor Area Related to Retail Use (exclusive of required kiosk retail):	7,000 square feet.
Minimum Building Setbacks:	At ground level: none. Above ground level: in accordance with Setback Diagram.

** Height measurements are made from street level at the center line of the front entrance of the building to be constructed on the Property to the highest roof or parapet of the building, but maximum building height does not include masts or decorative architectural elements.

*** In the event that no parking is provided and the parking access ramp depicted on the Site Plan thereby becomes unnecessary, said ramp shall be eliminated and additional retail area shall be provided along the frontage of Arcade Place into the areas formerly occupied by the proposed ramp.

Gross Site Area Calculations:	
Net Site Area:	39,002 square feet.
Approximate Area to Remain in Public Right-of-Way (West Arcade Place, West Monroe Street, South LaSalle Street)	20,571 square feet.
Approximately Gross Site Area:	59,573 square feet.

The motion to correct *Prevailed.*

(March 15, 1991)

Alderman Rugai moved to *Correct* the printed Official Journal of the regular meeting held on Friday, March 15, 1991, as follows:

Page 31693 -- by deleting the phrase "West 90th Street" appearing in the tenth line from the bottom of the page and inserting in lieu thereof the phrase "South Leavitt Street".

Page 31693 -- by deleting the phrase "West 90th Street, between South Leavitt Street and South Hamilton Avenue" appearing in the seventh and eighth lines from the bottom of the page and inserting in lieu thereof the phrase "South Leavitt Street, between West 90th Street and West 89th Street".

The motion to correct *Prevailed.*

(February 6, 1991)

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, February 6, 1991, as follows:

Page 26561 -- by deleting the number "9" appearing in the fourteenth line from the bottom of the page and inserting in lieu thereof the number "8".

The motion to correct *Prevailed.*

(February 6, 1991)

Alderman Laurino moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, February 6, 1991, as follows:

Page 30532 -- by deleting in their entirety the thirteenth and fourteenth lines from the bottom of the page and inserting in lieu thereof the following:

"North Drake Avenue (Both sides)	In the 6300 block -- at all times -- Zone 257."

The motion to correct *Prevailed.*

UNFINISHED BUSINESS.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH LAKE PARK FAMILY COURT LIMITED PARTNERSHIP FOR REHABILITATION OF PROPERTY AT 4631 AND 4637 SOUTH LAKE PARK AVENUE PURSUANT TO MULTI-UNIT REHABILITATION ASSISTANCE PROGRAM.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal

of Proceedings of April 12, 1991, pages 32294 through 32297, recommending that the City Council pass a proposed ordinance authorizing a loan and security agreement with the Lake Park Family Court Limited Partnership for the rehabilitation of property at 4631 and 4637 South Lake Park Avenue pursuant to the Multi-Unit Rehabilitation Assistance Program.

On motion of Alderman Burke, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed $9,500,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Lake Park Family Court Limited Partnership ("Borrower"), in an amount not to exceed $1,200,000 ("Loan"), to be funded from Multi-Program Year XVII funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown on Exhibit A, the Commissioner of D.O.H. is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments as are required or necessary to implement the Loan and the terms and program objectives of the Multi-Program and, upon the execution and receipt of proper documentation, to disburse the proceeds of the Loan to the Borrower.

SECTION 3. This ordinance shall be effective as of the date of its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Borrower:	Lake Park Family Court Limited Partnership ("Borrower"), a limited partnership with The Rezmar Corporation as the sole general partner (the "General Partner") and others to be hereafter selected as limited partners.	
Project:	Rehabilitation of a building located at 4631 and 4637 South Lake Park Avenue ("Property") and of 65 dwelling units contained therein as two- and three-bedroom units for low- and moderate-income families.	
Loan:	Source:	Multi-Program Year XVII.
	Amount:	Not to exceed $1,200,000.
	Term:	15 years from the Payment Date as defined below.
	Interest:	1% per annum.
	Repayment:	A monthly principal and interest payment of $3,034.27 based upon

a 40-year principal amortization schedule, with a balloon payment of all unpaid principal plus accrued interest thereon due at the end of the term. Payments will begin on the earlier of (a) the first day of the month following full disbursement of the Loan or (b) one year after the Loan closing date ("Payment Date").

Security: Non-recourse loan; second mortgage on the Property.

Additional Financing:

1. Amount: $1,250,000 loan.

   Term: 10 years, with a five-year renewal option on the part of the Lender.

   Source: The Northern Trust Company.

   Interest: Adjustable rate, not to exceed 15.5%.

   Security: First mortgage on the Property.

2. Low-Income Housing Tax Credit ("L.I.H.T.C.")

   Amount: $1,200,000.

   Source: To be derived from the syndication by the General Partner of $250,000 L.I.H.T.C. allocation by the City.

Total Project Costs: $3,650,000.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 12, 1991, pages 32712 -- 32726, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

West Grand Avenue; the alley next west of and parallel to North May Street; the alley next south of and parallel to West Grand Avenue; and a line 25 feet west of the alley next west of and parallel to North May Street,

to those of a Cl-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in area bounded by:

a line 223.74 feet north of and approximately parallel to West Van Buren Street; the public alley next east of South Jefferson Street; a line 173.84 feet north of and approximately parallel to West Van Buren Street; and South Jefferson Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in area bounded by:

a line 110.59 feet north of and parallel to West Van Buren Street; South Desplaines Street; West Van Buren Street; and the alley next west of and parallel to South Desplaines Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-G.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 3-G in the area bounded by:

West Division Street; the alley next east of and parallel to North Ashland Avenue; the alley next south of and parallel to West Division Street; and a line 50 feet west of the alley next east of and parallel to North Ashland Avenue,

to those of a B5-4 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-I.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in the area bounded by:

the alley next north of and parallel to West Lyndale Street; the westerly line of the Chicago Transit Authority right-of-way; the alley next west of and parallel to North California Avenue; the alley next south of and parallel to West Lyndale Street; and the alley next east of and parallel to North Kedzie Boulevard,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-J.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-J in the area bounded by:

a line 60.5 feet north of the alley next north of and parallel to West North Avenue; North Central Park Avenue; the alley next north of and parallel to West North Avenue; and the alley next west of and parallel to North Central Park Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

West Oakdale Avenue; a line 199.8 feet east of North Lakewood Avenue; the alley next south of West Oakdale Avenue; and a line 99.8 feet east of North Lakewood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-G in the area bounded by:

a line 24 feet north of West 32nd Street; South May Street; West 32nd Street; and the alley next west of and parallel to South May Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 11-H in the area bounded by:

a line 92 feet north of West Montrose Avenue; North Damen Avenue; West Montrose Avenue; and the alley next west of and parallel to North Damen Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 13-H in the area bounded by:

West Ainslie Street; North Ashland Avenue; a line 142 feet north of West Lawrence Avenue; and the alley next west of and parallel to North Ashland Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-D.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-4 Restricted Retail District symbols and indications as shown on Map No. 14-D in the area bounded by:

a line 150.18 feet north of and parallel to East 57th Boulevard; South Stony Island Avenue; East 57th Boulevard; and a line running in a northeasterly direction 152.50 feet long measured along the east line of the Illinois Central Railroad right-of-way beginning at a point 160.45 feet west of the west line of South Stony Island Avenue (as measured along the north line of East 57th Boulevard) to a point 140.22 feet west of the west line of South Stony Island Avenue (as measured at a point 150.18 feet north and parallel to East 57th Boulevard),

to those of a B3-4 General Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-D.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 14-D in the area bounded by:

the alley next north of and parallel to East 63rd Street; South Ellis Avenue; East 63rd Street; and South Ingleside Avenue,

to those of a B5-3 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-D.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 14-D in the area bounded by:

a line 213.45 feet south of and parallel to East 61st Street; the alley next east of and parallel to South University Avenue; a line 298.45 feet south of and parallel to East 61st Street; and South University Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 17-G in the area bounded by:

West Columbia Avenue; North Sheridan Road; a line 106 feet north of West Albion Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-4 Restricted Retail District symbols and indications as shown on Map No. 17-G in the area bounded by:

West Columbia Avenue; the alley next east of and parallel to North Sheridan Road; the alley next north of and parallel to West Albion Avenue; the alley next east of and parallel to North Sheridan Road; West Albion Avenue; and North Sheridan Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 17-G in the area bounded by:

a line 100 feet north of West Columbia Avenue; North Sheridan Road; West Columbia Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 17-G in the area bounded by:

West Farwell Avenue; North Sheridan Road; a line 150 feet south of West Farwell Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 17-G in area bounded by:

a line 150 feet south of West Farwell Avenue; North Sheridan Road; a line 100 feet north of West Columbia Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 17-G in area bounded by:

West Morse Avenue; the alley next east of and parallel to North Sheridan Road; a line 146 feet south of West Morse Avenue (as measured from the easterly line of North Sheridan Road); and North Sheridan Road,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-4 Restricted Retail District symbols and indications as shown on Map No. 17-G in area bounded by:

a line 106 feet south of West Pratt Boulevard; the alley next east of and parallel to North Sheridan Road; West Columbia Avenue; and North Sheridan Road,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 17-G in area bounded by:

West Touhy Avenue; North Sheridan Road; West Estes Avenue; and the alley next west of and parallel to North Sheridan Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 18-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 18-F in area bounded by:

West 71st Street; the alley next east of South Wentworth Avenue; a line 300 feet south of West 71st Street (as measured from the easterly right-of-way line of South Wentworth Avenue); and South Wentworth Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 18-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-H in area bounded by:

the alley next north of and parallel to West 79th Street; South Hoyne Avenue; West 79th Street; and a line 132.7 feet west of South Hoyne Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 20-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 20-H in area bounded by:

the alley next north of and parallel to West 87th Street; a line 141 feet east of South Honore Street; West 87th Street; and South Honore Street,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 24-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 24-E in the area bounded by:

East 102nd Street; South Michigan Avenue; East 102nd Place; and the alley next west of and parallel to South Michigan Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Failed To Pass -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 12, 1991, pages 32726 through 32728, recommending that the City Council do not pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, which failed to pass, read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 7-L.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-L in the area bounded by:

West Wrightwood Avenue; a line 134.48 feet east of North Central Avenue; a line 125 feet south of West Wrightwood Avenue; and North Central Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-O.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 9-O in area bounded by:

a line 215.22 feet north of and parallel to West Addison Street; North Harlem Avenue; a line 92.61 feet north of and parallel to West Addison Street; and a line 131.57 feet west of and parallel to North Harlem Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-F.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 14-F in area bounded by:

West 61st Street; South State Street; West 63rd Street; a line from a point 1.41 feet west of South State Street and the north line of West 63rd Street to a point, 13.67 feet west of South State Street and 63.77 feet north of West 63rd Street (as measured from the westerly line of South State Street); a line from a point 13.67 feet west of South State Street and 63.77 feet north of West 63rd Street (as measured from the westerly line of South State Street), to a point 111.55 feet west of South State Street and 794.43 feet north of West 63rd Street (as measured from the westerly line of South State Street); a line 794.43 feet north of West 63rd Street; and a line 212 feet west of South State Street,

to those of an M2-1 General Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

DRAFTING OF ORDINANCE FOR EXCHANGE OF PROPERTY AT 4454 -- 4456 NORTH MAGNOLIA AVENUE FOR PROPERTY AT 4435 -- 4437 NORTH MAGNOLIA AVENUE AND TRANSFER OF TITLE TO NEWLY ACQUIRED PROPERTY TO CHICAGO PARK DISTRICT FOR USE AS PLAYLOT.

On motion of Alderman Gutierrez, the City Council took up for consideration the report of the Committee on Housing, Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of January 11, 1991, pages 29052 and 29053, recommending that the City Council pass a proposed order requesting the drafting of an ordinance for the exchange of property at 4454 -- 4456 North Magnolia Avenue for property at 4435 -- 4437 North Magnolia Avenue and to transfer title to said property to the Chicago Park District for use as a playlot.

On motion of Alderman Gutierrez, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of General Services is hereby directed to prepare an ordinance for the exchange of city-owned property located at 4454 -- 4456 North Magnolia Avenue for property owned by the Habitat Company as federal court receiver located at 4435 -- 4437 North Magnolia Avenue; and to prepare an ordinance transferring title of the property located at 4435 -- 4437 North Magnolia Avenue to the Chicago Park District exclusively for the purpose of constructing a Park District playlot; said ordinance to be transmitted to the Committee on Housing, Land Acquisition, Disposition and Leases for consideration and recommendation to the City Council.

MISCELLANEOUS BUSINESS.

Committee Discharged -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 9502 -- 9516 SOUTH EMERALD AVENUE FOR CONSTRUCTION OF ADDITION TO WOODSON REGIONAL LIBRARY.

Alderman Gutierrez moved to *Suspend the Rules Temporarily* for the purpose of discharging the Committee on Housing and Real Estate from consideration of a proposed ordinance authorizing the acquisition of certain property for an addition to the Woodson Regional Library. The motion *Prevailed* by a viva voce vote.

Alderman Gutierrez, pursuant to Rule 41 of the Council's Rules of Order, then moved to *Discharge* the Committee on Housing and Real Estate from further consideration of the said proposed ordinance. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Gutierrez, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Chicago Public Library, the property described on Exhibit A attached hereto and commonly known as 9502 to 9516 South Emerald Avenue. This property is required to construct an addition to the Woodson

Regional Library needed to expand the Vivian G. Harsh Collection of Black History.

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owners of the properties for the purchase of the properties legally described in Exhibit A.

If the Commissioner and the owner are able to agree on the purchase price, the Commissioner is authorized to purchase the property in the name of and on behalf of the City of Chicago for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner of the property on the purchase price or, if the owner is incapable of consenting to the sale, or the owner cannot be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to the property under the City's right of eminent domain.

SECTION 3. This ordinance shall be effective upon its passage.

[Exhibit "A" attached to this ordinance printed on pages 1413 through 1414 of this Journal.]

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Students from Beasley Elementary School, including Alderman Dorothy Tillman's daughter, Jimalita, accompanied by instructors Ms. Yvonne Franklyn, Mr. Tim Andrasek and Ms. Susan Zei-Jones.

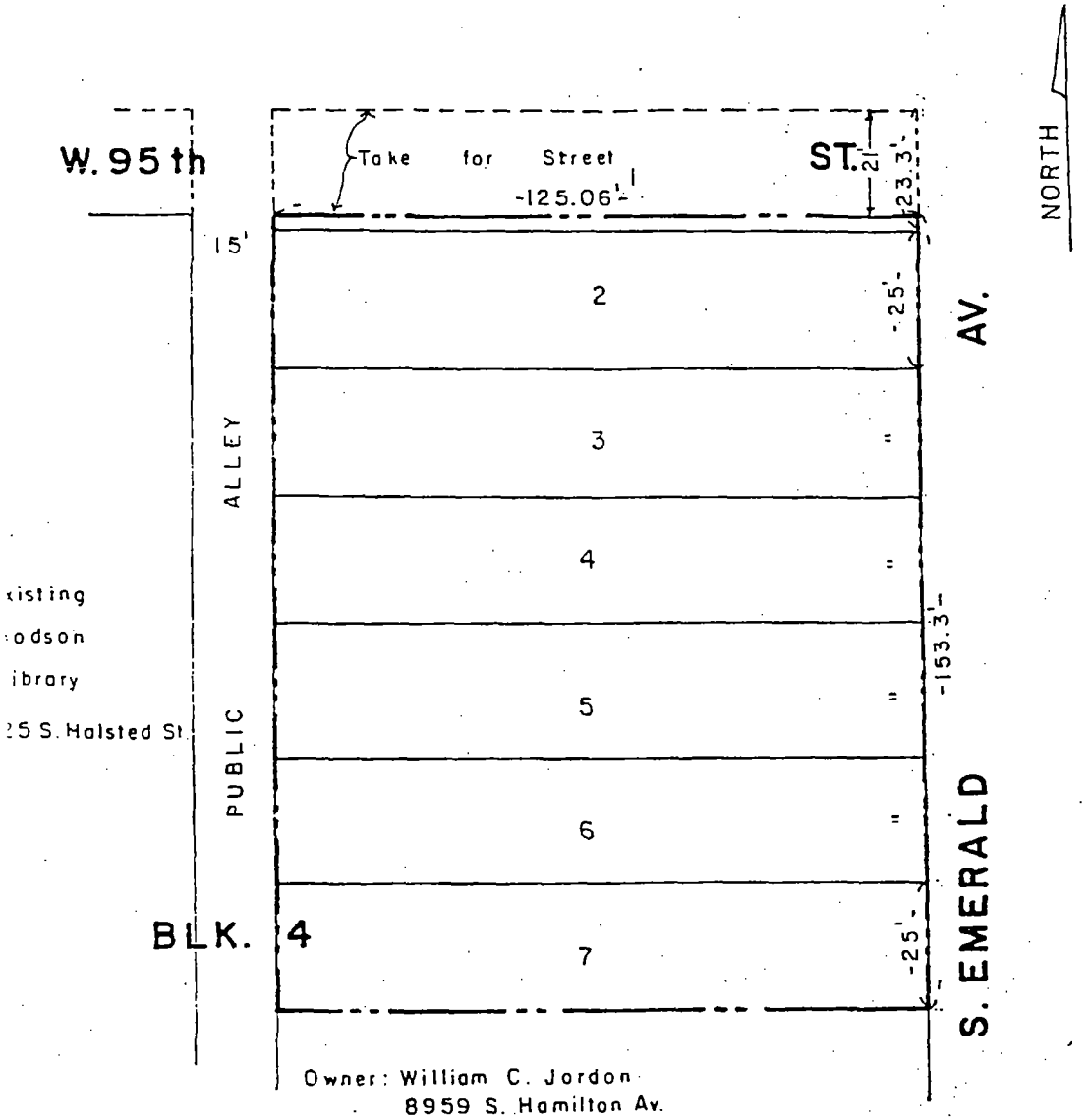
Exhibit "A".
(Page 1 of 2)

Lot 1 (except the north 21 feet thereof) and Lots 2 to 7, both inclusive, in Block 4 of East Washington Heights, being a subdivision of the west half of the northwest quarter and the southwest quarter of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 9502 to 9516 South Emerald Avenue.

Exhibit "A".

(2 Of 2)

East Washington Heights, being a Sub. of the W.1/2 of the N.W.1/4 and the S.W.1/4 of Sec. 9-37-14.



9502 to 9516 S. EMERALD AVENUE

PROPOSED WOODSON LIBRARY ADDITION

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-second (22nd) day of May, 1991, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twelfth (12th) day of June, 1991, at 10:00 A.M., in the Council Chambers in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, June 12, 1991, at 10:00 A.M., in the Council Chambers in City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.