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

Regular Meeting--Wednesday, May 20, 1992

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore.

Absent -- Aldermen Rush, Streeter, Gutierrez, Stone.

Call To Order.

On Wednesday, May 20, 1992 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Quorum present.

Invocation.

Reverend Paul Mial, Associate Minister of Antioch Baptist Church, opened the meeting with a prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE MR. MICHAEL HOWLETT, SR.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of the late Michael J. Howlett, Sr..

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, Almighty God, in his infinite wisdom and mercy, called Michael J. Howlett, Sr. from this life on May 4, 1992, at the age of seventy-seven years; and

WHEREAS, Mr. Howlett, a native of Chicago, received his education at Resurrection Grammar School, Saint Mel's High School and De Paul University and dedicated his adult life to public service; and

WHEREAS, Mr. Howlett served as a state bank examiner from 1934 to 1937, and as Chicago-area director of the National Youth Administration from 1940 until entering the Navy for service during World War II; and

WHEREAS, After his discharge, Mr. Howlett worked in an executive capacity for the Chicago Park District until 1951, when he was appointed regional director of the United States Office of Price Stabilization; and

WHEREAS, Mr. Howlett was elected to three terms as state Auditor of Public Accounts and to one term as Illinois Secretary of State; and

WHEREAS, Mr. Howlett's dedicated performance and integrity in public office earned him the repeated endorsements of public interest groups and the media; and

WHEREAS, Mr. Howlett was also successful in the private sector, serving as vice president of the Sun Steel Company from 1952 to 1960; and

WHEREAS, Throughout his career, Mr. Howlett was renowned for his forthright manner, his quick sense of humor and his personal integrity; and

WHEREAS, Mr. Howlett's performance in public life was always characterized by his dedication to honesty, economy and efficiency for the benefit of those he served; and

WHEREAS, Mr. Howlett is survived by his wife, Helen; his sons, Robert, Edward and Michael, Jr; his daughters, Catherine Childress, Helen Cashman and Mary Christine; and fourteen grandchildren and a great-grandchild; and

WHEREAS, The life of Michael J. Howlett, Sr., serves as an example of the highest public service, and Chicago and the State of Illinois have truly suffered a great loss in his passing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twentieth day of May, 1992, do hereby mourn the passing of Michael J. Howlett, Sr., while honoring his life and accomplishments; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mr. Howlett as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Mazola, Rugai, Hendon, Bialczak, Mell, Cullerton, Natarus, Hansen and M. Smith, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to salute Michael J. Howlett, Sr. as a public servant truly dedicated to the people of Illinois. Remembering him as a man of strong family and religious values, Mayor Daley saluted Michael J. Howlett as a role model for all Illinoisans. Speaking on behalf of the Daley family and the people of Chicago, Mayor Daley then extended his condolences to the family of the late Michael J. Howlett, Sr.

Rules Suspended -- TRIBUTE TO LATE ALDERMAN
WILLIAM C. "BILL" HENRY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of the late Alderman William Henry.

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, William C. "Bill" Henry, former Alderman of the 24th Ward, died May 7, 1992, at Saint Joseph's Hospital after a long bout with lung cancer; and

WHEREAS, Mr. Henry was born September 24, 1935, in Greenwood, Mississippi, and with his family, moved to Chicago three years later, where he was raised on the city's west side in the 25th Ward; and

WHEREAS, Mr. Henry rose through the political ranks in the old 24th Ward Democratic Organization where he served under the leadership of Arthur X. Elrod; and

WHEREAS, He was a Democratic stalwart who served as a state representative from 1979 to 1983; and

WHEREAS, He was elected Alderman of the 24th Ward in 1983 and 1987, and quickly won recognition as one of the most vocal and colorful members of the City Council; and

WHEREAS, Throughout his political career, Bill Henry fought for the rights of the underserved and the underprivileged by helping to provide these people with jobs, contracts, and much-needed financial support; and

WHEREAS, In the 1980s he created a soft drink called "Soul Cola", which he proposed be named the official drink at the annual Taste of Chicago festival; and

WHEREAS, Mr. Henry is survived by his mother, Willie Mae, two daughters, eight sons, seven grandchildren, and two great grandchildren; and

WHEREAS, Bill Henry will always be remembered as a flamboyant, compassionate human being who was truly concerned about the day-to-day existence of his constituents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled here this twentieth day of May, 1992, extend our heartfelt condolences to the family of former Alderman William C. "Bill" Henry; and

Be It Further Resolved, That we salute William C. Henry for his outstanding service to the City of Chicago and to those he loved to serve the most -- the residents of the 24th Ward; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mr. Henry.

On motion of Alderman Burke, seconded by Aldermen Beavers, Shaw, Evans, Miller, Hendon, E. Smith and Giles, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to salute the late Alderman William C. "Bill" Henry as a perpetually forthright individual who was possessed of a unique personal style and a big heart. Remembering Alderman Henry as a believer in the west side and its people, Mayor Daley then expressed his condolences, on behalf of the Daley family and the people of Chicago, to the family of the late Alderman William C. "Bill" Henry.

Rules Suspended -- CHICAGO PUBLIC SCHOOL TEACHERS
LYNN CHERKASKY-DAVIS, DR. EMIEL HAMBERLIN
AND ADRIENNE LE DREE HONORED AS WINNERS
OF 1992 KOHL INTERNATIONAL
TEACHING AWARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring Chicago public school teachers Lynn Cherkasky-Davis, Dr. Emiel Hamberlin and Adrienne LeDree, winners of the 1992 Kohl International Teaching Award.

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, In 1984, the Kohl International Teaching Award was established by the Dolores Kohl Foundation to honor outstanding teachers in public and non-public schools who have a positive impact on the lives of their students; and

WHEREAS, The Kohl Foundation, under the direction of its founder and president, Dolores Kohl Solovy, launched the Kohl Children's Museum in 1985, and has organized the Kohl International Academy of Outstanding Educators; and

WHEREAS, Lynn Cherkasky-Davis, of the Dumas Child Parent Center; Dr. Emiel Hamberlin, of DuSable High School; and Adrienne LeDree, of Carver Middle School, all of Chicago, were among twelve teachers to be awarded the 1992 Kohl International Teaching Award; and

WHEREAS, Lynn Cherkasky-Davis encourages her students to learn at their own pace and her innovative teaching method makes literature an important part of her students' lives. In fact, she set up a writing/publishing/bookbinding center that enables her students to create their own books; and

WHEREAS, Dr. Emiel Hamberlin's greatest challenge is to get students to attend school and he meets this challenge by assigning his biology students projects that involve nurturing animals and plants. His hands-on, "Interest Approach" has led to a community-based landscaping business run by DuSable students; and

WHEREAS, Adrienne LeDree has disproved those who say it would be impossible to teach mentally handicapped students to read, write and live independently. Through her determination and hard work, she has not only taught her students personal hygiene, cooking and cleaning, but also, taught them to understand English, sign language and Esperanto; and

WHEREAS, The City of Chicago salutes these teachers for their outstanding service and commitment to innovative teaching methods to educate the future leaders of America; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled here this twentieth day of May, 1992, honor and congratulate Chicago public school teachers Lynn Cherkasky-Davis, Dr. Emiel Hamberlin and Adrienne LeDree for being selected by the Dolores Kohl Education Foundation as some of the State of Illinois' top educators; and

Be It Further Resolved, That suitable copies of this resolution be presented to the teachers and the Foundation 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 offer his personal thanks to Ms. Dolores Kohl Solovy for her foundation's efforts to recognize and encourage excellence in education and teaching. Citing the Chicago public school winners of the 1992 Kohl International Teaching Award as representative of the creativity, innovation and dedication so essential to an effective school system, Mayor Daley asked the Award winners to rise, whereupon they were warmly applauded by the Council and its assembled guests.

Rules Suspended -- CONDEMNATION OF APARTHEID-RELATED
VIOLENCE IN BLACK TOWNSHIPS AND EXPRESSION
OF SUPPORT FOR ESTABLISHMENT OF TRUE
DEMOCRACY IN SOUTH AFRICA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution calling on the government of South Africa to establish a true democracy, and supporting requests for an international peacekeeping force in the Black townships of South Africa.

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, Voters in South Africa have, by an overwhelming majority, issued a mandate to its government to eliminate the state-sponsored apartheid and establish a multiracial democracy; and

WHEREAS, More than 11,000 people have died as a result of apartheid-related violence since 1984, over half of them since Nelson Mandela was released from prison in 1990; and

WHEREAS, Human rights organizations report that most of the violence is caused by organizations that appear to be independent but may in fact receive government funding and training; and

WHEREAS, Negotiations on the future of South Africa that began in December are undermined by the continuing attacks on the leaders of the African National Congress, trade unions, civil organizations and religious institutions; and

WHEREAS, Alexandra Township, sister city to Chicago, has seen some of the worst apartheid-related violence; and

WHEREAS, Nelson Mandela has called for international pressure to be brought on the South African government to end the violence and recently for an international peace keeping force to be put in place in the townships; now, therefore,

Be It Resolved, That we, the Mayor and City Council of Chicago call upon the South African government to carry out swiftly the mandate issued by its people to end apartheid and establish a democracy in which all persons have an equal vote regardless of race; and

Be It Further Resolved, That the Mayor and City Council of Chicago support Nelson Mandela's call for an international peacekeeping force for the Black townships of South Africa and for establishment of a fund to assist victims of apartheid violence and renew our call for the South African government to make every effort to end the violence in the townships.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

At this point in the proceedings, Alderman Shiller played a recorded excerpt from a teleconference between Nelson Mandela and representatives from eight cities, including Chicago, addressing the issue of an international peacekeeping force for the Black townships of South Africa.

Referred -- APPOINTMENTS OF VARIOUS INDIVIDUALS
AS MEMBERS OF CHICAGO BOARD
OF EDUCATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Chicago Board of Education, for the terms indicated:

James Flannegan, for a term expiring May 15, 1995, to succeed Anna Mustafa, whose term has expired;

Bertha Magana and Clinton Bristow, reappointed for terms expiring May 15, 1996;

Charles Curtis, for a term expiring May 15, 1996, to succeed Grady Bailey, whose term has expired;

John Valinote, for a term expiring May 15, 1996, to succeed Patricia Daley, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENTS OF MR. JOHN W. BAIRD AND
MR. PETER C. B. BYNOE AS MEMBERS OF
COMMISSION ON CHICAGO LANDMARKS.

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 Historical Landmark Preservation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have reappointed John W. Baird and Peter C. B. Bynoe as members of the Commission on Chicago Landmarks for terms ending March 11, 1995.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENTS OF VARIOUS INDIVIDUALS
AS COMMISSIONERS OF CHICAGO HOUSING
AUTHORITY.

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 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as Commissioners of the Chicago Housing Authority for the terms indicated:

Daniel S. Solis, to a term expiring January 8, 1996, to succeed Rush Rothstein, who has resigned;

Rev. Dr. Arthur M. Brazier, reappointed to a term expiring January 1, 1997;

Handy L. Lindsey, Jr., reappointed to a term expiring July 14, 1996.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF DR. CLAUDETTE MC FARLAND
AS MEMBER OF ADVISORY COUNCIL ON
AFRICAN AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed Dr. Claudette McFarland as a member of the Advisory Council on African Affairs for a term ending July 1, 1994, to succeed Brendaline R. Roker, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. RANJANA BHARGAUA
AS MEMBER OF ADVISORY COUNCIL ON
ASIAN AFFAIRS.

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

5/20/92

COMMUNICATIONS, ETC.

15945

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed Ms. Ranjana Bhargava as a member of the Advisory Council on Asian Affairs for a term ending June 15, 1994, to succeed Florencio Villegas, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Advisory Council on Gay and Lesbian Issues for the terms indicated:

Ms. Elvie "L.V." Jordan, for a term expiring July 1, 1993, to succeed Carol Johnson, who has resigned;

Karl Rubesh, for a term ending July 1, 1994, to succeed John Balester, who has resigned;

Mark Thomas Cappello, for a term expiring July 1, 1994, to succeed Thom R. Dombkowski, whose term has expired;

Marianne P. Jordan, for a term expiring January 1, 1995, to succeed Rhonda Craven, whose term has expired;

Michael Tolentino, for a term expiring January 1, 1995, to succeed Larry Rolla, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. LAURA RAIMONDI
AS MEMBER OF ADVISORY
COUNCIL ON WOMEN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed Laura Raimondi as a member of the Advisory Council on Women for a term ending December 15, 1993, to succeed Suzanne Purrington, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JOSEPH F. BOYLE, JR. AS
COMMISSIONER OF TRANSPORTATION.

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 Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed Joseph F. Boyle, Jr. as Commissioner of Transportation.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File-- APPOINTMENT ON MR. EDWARD E. SADLOWSKI
AS MEMBER OF ILLINOIS LOCAL LABOR
RELATIONS BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- I have appointed Edward E. Sadlowski as a member of the Illinois Local Labor Relations Board for a term ending January 27, 1996, to succeed Walter Clark, whose term has expired.

This communication is submitted for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 28 OF
MUNICIPAL CODE OF CHICAGO REGULATING
PAY TELEPHONES LOCATED ON
PUBLIC WAYS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Transportation and Public Way and the members of the Committee on License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- In cooperation with Aldermen Banks, Burke, Coleman, Dixon, Evans, Giles, Huels, Laski, Rugai, Schuler, Suarez and Troutman, I transmit herewith an ordinance amending Chapter 10-28 of the Municipal Code of Chicago to regulate pay telephones located on the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 28 OF
MUNICIPAL CODE OF CHICAGO REGULATING
OUTDOOR PUBLIC TELEPHONES LOCATED
ON PROPERTY OTHER THAN
PUBLIC WAYS.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- In cooperation with Aldermen Banks, Burke, Coleman, Dixon, Evans, Giles, Huels, Laski, Rugai, Schulter, Suarez and Troutman, I transmit herewith an ordinance amending the Chicago Zoning Ordinance to regulate outdoor public telephones situated on property other than the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CHICAGO
O'HARE INTERNATIONAL AIRPORT SPECIAL
FACILITY REVENUE REFUNDING
BONDS, SERIES 1992 (DELTA,
AIRLINES, INC., PROJECT).

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

5/20/92

COMMUNICATIONS, ETC.

15951

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance authorizing the issuance of Chicago O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992, (Delta Airlines, Inc., Project), in a principal amount not to exceed \$40,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF ISSUANCE OF CHICAGO
O'HARE INTERNATIONAL AIRPORT GENERAL
AIRPORT REVENUE BONDS,
SERIES 1992.

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 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the issuance of Chicago O'Hare International Airport General Airport Revenue Bonds, Series 1992, in a principal amount not to exceed \$130,615,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF PROJECT
AGREEMENT WITH STATE OF ILLINOIS FOR
IMPROVEMENT OF CERMAK ROAD
DRAWBRIDGE OVER SOUTH
BRANCH OF CHICAGO
RIVER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Transportation, I transmit herewith an ordinance approving a city/state agreement for improvement of the Cermak Road Drawbridge over the South Branch of the Chicago River.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH STATE OF ILLINOIS FOR IMPROVEMENT
OF SOUTH PULASKI ROAD VIADUCT NORTH
AND SOUTH OF ADLAI E. STEVENSON
EXPRESSWAY.

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 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Transportation, I transmit herewith an ordinance approving a city/state agreement for improvement of the South Pulaski Road Viaduct north and south of the Stevenson Expressway.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH STATE OF ILLINOIS FOR EMERGENCY
RECONSTRUCTION OF DETERIORATED
VAULTED SIDEWALKS AT
VARIOUS LOCATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Transportation, I transmit herewith an ordinance approving a city/state agreement for the emergency reconstruction of deteriorated vaulted sidewalks at various locations.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR GRANT OF EASEMENTS TO
ILLINOIS BELL TELEPHONE COMPANY AND PEOPLES
GAS, LIGHT AND COKE COMPANY TO PROVIDE
SERVICES TO INFIELD AREA AT CHICAGO
MIDWAY AIRPORT.

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

communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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 grant of easements to Illinois Bell Telephone Company and Peoples Gas, Light and Coke Company, to provide telephone and natural gas service to the infield area of Chicago Midway Airport for the construction of aircraft hanger facilities and a maintenance garage.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR COMMISSIONER OF AVIATION
TO SEEK AUTHORITY FROM FEDERAL AVIATION
ADMINISTRATION TO IMPOSE PASSENGER
FACILITY CHARGE AT CHICAGO O'HARE
INTERNATIONAL AND CHICAGO
MIDWAY AIRPORTS.

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 20, 1992.

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 Commissioner to apply to the Federal Aviation Administration for the authority to impose a Passenger Facility Charge at Chicago O'Hare International Airport or Chicago Midway Airport, or both; to impose such charges when approval is obtained; and to use the resulting revenue for airport-related projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CHICAGO DEPARTMENT OF
HEALTH TO ACCEPT GRANT FROM COMMUNITY
COUNSELING CENTERS OF CHICAGO FOR
PROVISION OF EMERGENCY SERVICES
AT NORTH RIVER MENTAL
HEALTH CENTER.

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

5/20/92

COMMUNICATIONS, ETC.

15957

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Health, I transmit herewith an ordinance authorizing the Department of Health to accept a grant of \$500 from the Community Counseling Centers of Chicago for the provision of emergency services at the Department's North River Mental Health Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSACTION UNDER
CHICAGO ABANDONED PROPERTY PROGRAM
INVOLVING PROPERTY AT 4714 -- 4716
SOUTH EVANS AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance authorizing a transaction under the Chicago Abandoned Property Program (C.A.P.P.) which provides for the City's acquisition of the property at 4714 -- 4716 South Evans Avenue by foreclosing on a demolition lien, and for the subsequent conveyance to a C.A.P.P. nominee in exchange for repayment of the City's demolition costs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BID PROPOSALS FOR
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 20, 1992.

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 eleven ordinances accepting bid proposals for various City-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting on May 4, 1992.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REJECTION OF BID PROPOSALS FOR
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 20, 1992.

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 nine ordinances rejecting bid proposals for various City-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting on May 4, 1992.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO TRANSFER VARIOUS
ABANDONED BUILDINGS PURSUANT TO
CHICAGO ABANDONED PROPERTY
PROGRAM.

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 20, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith thirty-four ordinances authorizing the transfer of various abandoned buildings to nominees selected by the Mayor's Blue Ribbon Committee pursuant to the Chicago Abandoned Property Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF PROPOSAL FOR CONSTRUCTION OF
FIVE NEW HOMES BY HORWITZ-MATTHEWS, INC.
AS DEVELOPER UNDER PHASE II OF NEW
HOMES FOR CHICAGO PROGRAM.

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

communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 20, 1992.

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 a proposal whereby Horwitz-Matthews, Inc., will construct up to five new homes as a developer under Phase II of the New Homes for Chicago program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORT
CONCERNING ISSUANCE OF PROFESSIONAL
SERVICE CONTRACTS.

A communication from Mr. Walter K. Knorr, City Comptroller, filed in the Office of the City Clerk pursuant to Title 3, Chapter 68, Section 096(d) of the Municipal Code of Chicago, reporting that economic waivers were issued for professional service contracts regarding financing transactions for the quarter ended April 1, 1992, which was *Placed on File*.

Placed On File -- STATEMENT OF ABSTRACT AND RESULTS
BY CANVASSING BOARDS FOR MUNICIPAL PRIMARY
ELECTIONS HELD ON MARCH 17, 1992.

Also, a statement of the abstract and results, amended on March 30, 1992, was received in the Office of the City Clerk on May 4, 1992 transmitting the results of the canvass of the election returns for the primary elections held on March 17, 1992, which was *Placed on File*.

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

Also, copies of resolutions adopted by the Chicago Plan Commission on April 9, 1992 and reports of the Department of Planning and Development approving the following proposals, which were *Placed on File*:

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Ward	Address
92-028-02	10	9700 South Ewing Avenue
92-029-02	24	1442 South Kedzie Avenue
92-030-02	24	1108 South Keeler Avenue
92-031-02	12	4450 South Whipple Street
92-032-02	34	11701 -- 11703 South Ashland Avenue
92-033-02	4	646 East Bowen Avenue
92-034-02	20	6141 -- 6143 South Dr. Martin Luther King, Jr. Drive
92-035-02	2	3826 South Michigan Avenue
92-036-02	7	8700 South Houston Avenue
92-037-02	7	8953 South Houston Avenue
92-038-02	10	9850 -- 9852 South Avenue H
92-039-02	12	3741 South Albany Avenue
92-040-02	12	3139 West 38th Street
92-041-02	24	3832 West Cermak Road
92-042-02	25	1728 West Cermak Road
92-043-02	24	3526 West Cermak Road
92-044-02	16	6448 South Parnell Avenue
92-045-02	14	2552 West 63rd Street
92-046-02	26	1737 -- 1739 North Humboldt Boulevard
92-047-02	8	943 -- 945 East 82nd Street/ 8201 -- 8203 South Ingleside Avenue

Special Sales Program.

Referral Number	Ward	Address
92-048-02	27	2707 West Congress Parkway
92-049-02	16	5623 South Halsted Street

Chicago Public Schools.

Referral Number	Ward	Address
92-050-11	1	Carpenter Elementary School -- 1250 West Erie Street.

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

Also, 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 contracts awarded to United States companies doing business in or with South Africa, which was *Placed on File*.

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

Also, communications from Mr. Duane P. Carlson, P.E., District Engineer, under dates of May 4 and 5, 1992, announcing that the Department of

Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on February 26, 1992 (involving expenditures of Motor Fuel Tax funds) as follows:

Authorization for execution of agreement to provide payment to Chicago Transit Authority for electrical reconstruction work on Franklin-Orleans Street viaduct.

Authorization for allocation of 1990 Motor Fuel Tax Bond funds necessary for various projects in improved streets, county or state highways.

Amendment of previously passed ordinance to increase allocation of 1990 Motor Fuel Tax Bond funds for W.P.A. street reconditioning.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTHS OF MARCH
AND APRIL, 1992.

Also, reports received from Mr. Walter K. Knorr, City Comptroller, listing the personal services paid by voucher for the months of March and April, 1992, which were *Placed on File* and ordered published:

[Voucher payments printed on pages 15966
through 15967 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 April 29, 1992, 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 20, 1992, 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 April 29, 1992, 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 MARCH, 1992

NAME	ADDRESS	DEPT.	TITLE	ACCT.	RATE	MAR. 1992
Arkin, Stephaie	630 N. Aldine	Environment	Admin. Serv.	100	28.19 P/H	3,594.42
Collins, William	5545 W. Eddy	Fire	Fireman	100	8,648.56 B/P	8,648.56
Cronin, David D.	5123 S. Oak Park	Fire	Fireman	100	12,524.87 B/P	12,524.87
Gibbons, Edwin	8400 S. Isolin	Fire	Fireman	100	10,537.24 B/P	10,537.24
Hyland, Edward M.	10800 Central Pk.	Fire	Fireman	100	9,154.36 B/P	9,154.36
Kahn, Robert A.	6458 N. Northwest Hwy.	Fire	Fireman	100	8,826.08 B/P	8,826.08
Kessell, Janeen	1028 W. Newport	Fire	Fireman	100	3,827.05 Sellmnt	3,827.05
LaFair, James R.	2700 W. 107th St.	Fire	Fireman	100	98.60 B/P	98.60
Lichter, Irvin	6462 N. Olympia	Fire	Fireman	100	8,239.50 B/P	8,239.50
Michalek, Gray	10849 S. Kedzie	Fire	Fireman	100	82.48 B/P	82.48
Pironen, David	7753 W. Summerdale	Fire	Fireman	100	8,923.22 B/P	8,923.22
Scott, Wexler	5805 N. Washtenaw	Fire	Fireman	100	22,542.19 B/P	22,542.19
Temmel, James	2958 S. Lowe	Fire	Fireman	100	149.36 B/P	149.36
Goosby, Lawrence	1400 E. 55th Pl.	Insp. Services	Hearing Officer	100	22.00 P/H	3,520.00
Lollino, Laurie	1919 N. Newland	Insp. Services	Hearing Officer	100	22.00 P/H	3,751.00
Zelek, Robert	6852 Northwest Hwy	Insp. Services	Hearing Officer	100	22.00 P/H	418.00
Eichler, Donald	5044 N. Sayre	Police	Policeman	100	18,858.48 B/P	18,858.48
Montilla, Fernando	1104 S. Monitor	Police	Policeman	100	16,709.72 B/P	16,709.72

5/20/92

COMMUNICATIONS, ETC.

15967

PERSONAL SERVICES PAID BY VOUCHER APRIL, 1992

NAME	ADDRESS	DEPT.	TITLE	ACCT.	RATE	APR. 1992
Arkin, Stephanie	630 N. Aldine #1E	Environment	Admin. Serv.	100	28.19	2,170.63
Bukowicz, Chester	11109 So. Avenue B	Fire	Fireman	100	9,714.56	9,714.56
Crosby, James	8010 So. Mozart	Fire	Fireman	100	4,212.62	4,212.62
Kernigan, James	2609 W. Cortland	Fire	Fireman	100	9,804.60	9,804.60
Nolan, George	3843 W. 107th Pl.	Fire	Fireman	100	10,351.45	10,351.45
Petterson, Raymond	6715 W. Schreiber Ave.	Fire	Fireman	100	8,059.95	8,059.95
Pratt, William	1747 W. Fletcher	Fire	Fireman	100	9,521.84	9,521.84
Thompson, James	10336 So. Avenue F	Fire	Fireman	100	9,804.60	9,804.60
Goosby, Lawrence	1400 E. 55th Pl.	Insp. Services	Hearing Officer	100	22.00	3,498.00
Lollino, Laurie	1919 N. Newland	Insp. Services	Hearing Officer	100	22.00	3,718.00
Zelek, Robert	6852 Northwest Hwy	Insp. Services	Hearing Officer	100	22.00	506.00
Gayne, Richard	P.O. Box 1416 Helendale, CA	Sis & Sans.	Labor	100	13,500.00	13,500.00

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

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

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement Number 113156-03, dated December 17, 1990 -- to classify as an R4 General Residence District instead of an M2-3 General Manufacturing District the area shown on Map No. 8-G bounded by:

West 31st Place; the alley next west of and parallel to South Throop Street; a line 133 feet south of West 31st Place; and South Benson Street.

Mike Calabrese, doing business as Tandil Auto Service, Inc. -- to classify as a B4-1 Restricted Service District instead of a B1-1 Local Retail District the area shown on Map No. 9-N bounded by:

West Addison Street; a line 93 feet east of North Oak Park Avenue; a line 91.2 feet south of West Addison Street; and North Oak Park Avenue.

Joseph L. Dombrowski -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-G bounded by:

West Addison Street; a line 60 feet west of North Lakewood Avenue; the alley next south of and parallel to West Addison Street; and a line 190 feet west of North Lakewood Avenue.

Leonard Dudeck -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 12-K bounded by:

a line 119.98 feet north of and parallel to West 48th Street; the alley next east of and parallel to South Knox Avenue; West 48th Street; and South Knox Avenue.

Mark L. Giolas -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

North Hoyne Avenue on the east, by North Wilmont Avenue on the southwest, to a point 70.0 feet from North Hoyne Avenue, then drawing the northwest boundary 13.68 feet to the north boundary starting at a point 44.0 feet from North Hoyne Avenue along Lot 13; and then to the original point 57.42 feet from Lot 13 along North Hoyne Avenue.

Haberdasher, Incorporated -- to classify as a C1-3 Restricted Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map No. 3-H bounded by:

West North Avenue; a line 354.63 feet east of and parallel to North Wood Street; the public alley immediately south of West North Avenue; and a line 186 feet east of and parallel to North Wood Street.

Joseph M. Levy -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

a line 72 feet 4 and 3/8 inches north of West St. Paul Avenue; the alley next east of North Hoyne Avenue; West St. Paul Avenue; and North Hoyne Avenue.

Lawrence and Debbie Mansfield -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-H bounded by:

West Barry Avenue; a line 149 feet west of North Ashland Avenue; the alley next south of West Barry Avenue; and a line 249 feet west of North Ashland Avenue.

Gaetano Mastrodomenico -- to classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 8-G bounded by:

West 31st Street; South May Street; a line 48 feet south of West 31st Street; and the alley next west of and parallel to South May Street.

Tom Pavic -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-G bounded by:

a line 350 feet south of West Belden Avenue; the alley next east of North Janssen Avenue; a line 377 feet south of West Belden Avenue; and North Janssen Avenue.

Pontarelli Builders, 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 Dakin Street; a line 265.0 feet west of and parallel with North Narragansett Avenue; a line from a point 265.0 feet west of North Narragansett Avenue and 100.0 feet south of West Dakin Street to a point 281.0 feet west of and parallel with North Narragansett Avenue and 155.0 feet south of West Dakin Street; a line 155.0 feet south of and parallel with West Dakin Street; and a line 505.0 feet west of and parallel with North Narragansett Avenue.

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:

Adam Adam A., Agape Realty Mgmt./Jesse Change, Allen Weldon A., Allis Frances L., Allstate Insurance Company (11) Bruno P. Andriukaitis,

Beverly Ann Echols, Gus Griffin, Robert Hammond, Illinois Bell Telephone Co./Y. Patterson, Sandra Kendrick, Joyce B. Klein, Demetrious Pullos, Robert Reinbold, McKinley Seaphus and Mathuraimth Selvam, American Ambassador Cas. Co. (3) Simon Martinez, Carmen Robinson and Kenneth Taylor, American Equipment Rental and Johnnie W. Holland, American Family Ins. Co. (2) Glen R. Johnson and Paul W. Sorensen, Anderson Ronald L., Aniola Maria, Ason Jadwiga, Avichai Samuel;

Balaban Morton S., Baldwin Susan Jo, Barnes Tina Marie, Bell Reverend Julian A., Bellavia Ronald J., Bennett Michael L., Betancourt Michael, Blanchard Tonya L., Blum Amy E., Bohm Robert, Bosacoma Juan Carlos, Bouie Geraldine L., Brown Michael A.;

Campbell Dorothy L., Cannon David W., Carrillo Elizabeth H., Cazares Enrique D., Chakroun Ahmed and Pamela, Charles Jermaine Y., Citation Box & Paper Co., Cloverleaf Investments, Inc., Consolidated Service Corp. and Peggy Wagner, Cook Susan L., Cotton Joseph A., Crum and Forster Commercial Ins. and Judith L. Powell;

Danielewicz Jennifer L., Dean Nathaniel, Delaney Walter C.;

Economy Fire & Casualty Co. and Christina R. Neal, Evans Bettye;

Farmers Insurance Group and Robert Byrnes, Franco Jean L., Flores Lupe M., Fuenning Jeanette;

Galbreath Gary J., Garcia Ilse, GEICO and Ruby Jackson, Gilmer Valerie A., Grace Temple C.O.G.I.C., Grant Sewilla, Guinta Anne P.;

Hamilton Mildred, Hansburgh Annie, Harvey Debra V., Hawkins Raynard C., Hohmann Elizabeth A., Horton Addie;

Ilker Kevin A., ITT Hartford & Action Vending Corp., Ivy Reverend Lee H.;

Jackson Kimberly M., January Michelle M., Jenkins Timothy and Mary Jane, John S. Swift & Co., Inc.;

Kennedy Donald, Kinsch Elizabeth, Kmiec Kimberly, Knight Michael S., Koch Christopher C., Kogerup Ingrid K., Kushida Robert;

Laber Stanley, Laguna Vinzi, Lewis Mattie, Lijovic Kathy, Linear Ruth;

Martin John F., Martinello Linda P., McDonald's Restaurant/Thomas L. Spencer, M.D., McField Franz R., McKinnis Darren L., Merrill Kurtis C., Messner William G.;

Newman Ora, Nolan Matthew F., Novillo Jose M., Nunez Rita, Nyden Arthur;

Ogrodnik Richard/Janus Andrew;

Patil Ramesh R., Pekin Insurance Co. and Edward J. Evers, Peoples Gas, Light & Coke Co. (21), Pier Judith Ann, Pinshower Hans, Preusen Scott E., Prince Jerald L.;

Raffety John D., Ramirez Maria A., Rhinehart Nat L., Rivera Louis P., Rockford Mutual Insurance and Bernard Wisch, Rodriguez Evelyn, Romero Francisco M., Rosenstein Daniel J., Rowel Marcus, Ruiz Francisco and Maria;

Serrano Sanjuana, Smith Elroy W., Solesky Michael, Spriggs Chris R., Spurlock Cassandra, State Farm Insurance Co. (2) John Baldwin and Frank P. O'Keefe, Stoffregen Gale L., Strama Thomas J., Sulavka Mark A., Swick Edward;

Taber Steven M., Tansey Michael, Teitelbaum Seymour, Terrazes Carlo, Thomas Janus A., Trifkovich Milan, Tumlin Marylou M.;

Uhl Geunther F., U.S.A.A. and Thomas Perry;

Vazquez Antonia M.;

Whiting Leroy, Williams Earl R., Wortley Joanne, Wozniak Robert E.;

Zehren Carol F., Zerman Brad;

6701 South Chappel Condominium Assoc., Inc..

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF PERKINS,
FELLOWS & HAMILTON OFFICE AND
STUDIO AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director of the Commission on Chicago Landmarks, under date of April 30, 1992, transmitting the recommendation that the Perkins, Fellows & Hamilton Office and Studio be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**EXECUTION OF QUITCLAIM DEED TO LORAIN DEVELOPMENT
CORPORATION FOR PROPERTY LOCATED AT 2140
WEST SCHILLER STREET.**

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a quitclaim deed for the property located at 2140 West Schiller Street to Lorain Development Corporation, in the amount of \$22,000, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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. Upon the payment to the City of Chicago of \$22,000.00, the Mayor or his proxy is authorized to execute, and the City Clerk to attest to, a quitclaim deed to Lorain Development Corporation releasing whatever interest the City may have in the property commonly known as 2140 West Schiller Street, Chicago, Illinois and legally described below, by virtue of that certain deed issued by the City to Lorain Development Corporation dated April 25, 1990, and recorded on May 21, 1990 as Document No. 90234332:

Lot 24 in Block 9 in D. S. Lee's Addition to Chicago in the west half of the northeast quarter of the east half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (P.I.N.: 17-06-112-025).

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

AMENDMENT OF TITLE 4, CHAPTER 16, SECTION 020(C) OF
MUNICIPAL CODE OF CHICAGO REGARDING
EXEMPTIONS FROM PAYMENT OF
AMUSEMENT TAX.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance amending Title 4, Chapter 16, Section 020(C) of the Municipal Code of the City of Chicago concerning the amusement tax, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 4-16-020(C) of the Municipal Code of the City of Chicago is hereby amended by deleting the bracketed language and adding the language in italics, as follows:

4-16-020.

* * * * *

C. (1) In the case of any amusement for which a full exemption from payment of amusement tax is provided under any of the classifications in this article, written application for such exemption shall be filed with the director of revenue by the person or persons who are sponsoring or conducting the amusement or who are required to collect the tax, on forms prescribed by the director of revenue, at least 15 days prior to the holding of such amusement. *This requirement shall not apply, however, if the requirement contained in subsection (C) (2) is satisfied.* [Failure to apply for such exemption is a violation of this article.]

(2) *In the event that live performances are conducted by a professional theater company in an auditorium or theater that has a maximum seating capacity, including all balconies, of not more than 750 persons as provided in subsection 4-16-020 B(2) of this article, the auditorium or theater may apply to the director for an exemption not to exceed three years upon providing proof of its seating capacity. This exemption may be renewed for additional periods, each renewal period not to exceed three years, upon a showing to the director that the maximum seating capacity of the auditorium or theater does not exceed 750 persons. The 3-year exemption provided by this subsection shall not apply to any amusement that does not otherwise meet all the requirements contained in subsection 4-16-020 (B) (2) of this article.*

(3) *No person may claim any full exemption provided by this article unless the application required by subsection (C) (1) or by subsection (C) (2) is made to the director. It shall be presumed that all amusements are subject to tax under this article until the contrary is established.*

SECTION 2. This ordinance shall be in full force and effect upon its passage and publication.

AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF CONGRESS
PARKWAY VIADUCTS BETWEEN MICHIGAN
AVENUE AND COLUMBUS
DRIVE.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a project agreement with the State of Illinois providing for the improvement of the Congress Parkway viaducts between Michigan Avenue and Columbus Drive, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 the Department of Transportation 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 improvement of the Congress Parkway Viaducts between Michigan Avenue and Columbus Drive 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.

Improvement Of The Congress Parkway Viaducts (F.A.U. 1424)

Between Michigan Avenue And Columbus Drive.

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 Transportation, 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 improve the Congress Parkway Viaducts between Michigan Avenue and Columbus Drive, 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 that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, The State and the City wish to avail themselves, where possible, of Surface Transportation Program funds authorized by the Intermodal Surface Transportation Efficiency Act of 1991 or subsequent federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, The Illinois Commerce Commission will provide up to \$1,140,000 for use in the construction of 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 Matching) and federal shares of the costs incurred in connection with the contract construction, City force account construction, railroad 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 satisfactory manner 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 improvement of the Congress Parkway Viaducts between Michigan Avenue and Columbus Drive.

The existing concrete deck and railing system of both the eastbound and westbound viaduct structures will be removed and replaced. Deteriorated approach structural slabs will also be replaced. Outer approach vaulted spans and all viaduct abutments will be rehabilitated and the bearings at the abutments will be replaced. Cracks in the concrete casings of the steel bents will be repaired. Concrete casings on the remainder of the superstructure's girders, girder webs and beams will be removed and the surface of all existings beams and all pier bearings will be cleaned and painted.

All stone masonry will be rehabilitated and cleaned. Joints will be tuckpointed and made watertight, and deteriorated or missing stone pieces will be replaced. Existing street lighting in the structures will also be restored to its original spacing and location.

On Congress Parkway, the existing driving surface will be removed, the pavement base will be repaired as necessary and a new driving surface will be applied east of the viaduct structures to Columbus Drive and west of the viaduct structures to Michigan Avenue. Existing auxiliary lanes to the east of the

viaduct structures will be eliminated at the request of the Chicago Park District.

Broken sidewalks within the limits of the Project will be removed and replaced and sidewalk ramps for the handicapped will be provided. Existing drainage structures will be repaired and adjusted as necessary and all required adjustments will also be made to other City-owned utilities. 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	\$3,200,000
Force Account Construction (City)	110,000
Railroad Force Account Construction	370,000
Construction Engineering/Supervision	<u>320,000</u>
TOTAL:	\$4,000,000

and that based upon the Illinois Commerce Commission's funding commitment and the current ratio of federal to non-federal (State) funds for surface transportation Program projects, the estimated financial participation for the Project will be:

Non-Federal Share (I.C.C.) (Illinois Commerce Commission, Lump Sum) .	\$1,140,000
Federal-Aid Share (S.T.P.) (80% of \$2,860,000)	2,288,000
Non-Federal Share (State matching) (20% of \$2,860,000)	<u>572,000</u>
TOTAL:	\$4,000,000

and that based upon said ratio, the Illinois Commerce Commission's lump sum contribution (to be used first) shall be limited to a maximum of \$1,140,000. The remaining Project costs shall be funded using 80% Federal Surface Transportation

Program Funds (with 20% State "Matching" participation for said federal funds [referred to herein as "Non-Federal Share (State Matching)"] to be limited to a maximum of \$572,000. Any non-federal share required in excess of these limiting amounts shall 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 the Chicago Department of Transportation 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 (\$4,000,000) 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 certified to the best of its knowledge and belief its officials:*

* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

- (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 commissions 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 of 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,
Chicago Department of
Transportation

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 TO REPAIR VARIOUS
DRAWBRIDGES WHICH SPAN
CHICAGO RIVER.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a project agreement with the State of Illinois for the repair of various drawbridges which span the Chicago River, having had the same under advisement, begs leave to report and recommend that Your Honorable *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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 the Department of Transportation to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the repair of the above-referenced bridges, 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.

*Repair Of The LaSalle Street Drawbridge Over
The Main Branch Of The Chicago River;
The Wells Street Drawbridge Over
The Main Branch Of The Chicago River;
The Franklin/Orleans Street Drawbridge Over
The Main Branch Of The Chicago River;
And The Chicago Avenue Drawbridge Over
The North Branch Of The Chicago River.*

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 Transportation, hereinafter called the "City".

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the repair of the above-referenced bridges, hereinafter referred to as the "Project" and described in numbered Paragraph 8 of this Agreement; and

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority

for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 3 Line Item of that Memorandum which provides \$20,000,000 for City bridge capital improvements to be obligated by the City is the basis for the State funds provided under this Agreement; and

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

The State Hereby Agrees:

1. To reimburse the City 100% of the costs incurred in connection with the construction of the Project, as hereinafter provided in numbered Paragraph 9, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

2. To provide and/or cause to be provided all construction for the Project, in accordance with established procedures of the City and State.
3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
4. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
5. To retain all Project records and to make them available for audit by State auditors during the Project construction, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
7. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
8. That said Project generally consists of the repair of the LaSalle Street Drawbridge over the Main Branch of the Chicago River; of the Wells Street Drawbridge over the Main Branch of the Chicago River; of the Franklin/Orleans Street Drawbridge over the Main Branch of the Chicago River; and of the Chicago Avenue Drawbridge over the North Branch of the Chicago River.

Work, as necessary, on the various bridges will include the repair and/or replacement of: deteriorated structural steel and concrete elements; deteriorated sidewalks and sidewalk structural elements; deteriorated joint seals, bearings, abutment seats and center and rear breaks; and deteriorated railings and protective crossing gates. All other appurtenances necessary to complete the Project in accordance with approved plans and specifications will also be provided.

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

Contract Construction	\$2,580,000
Force Account Construction (City)	600,000
Construction Engineering/Supervision	<u>320,000</u>
(up to 15% of Construction Cost)	
TOTAL:	\$3,500,000

and that 100% of the actual final costs will be paid by the State up to a maximum of \$3,500,000 with any cost in excess of that amount to be paid by the City, or otherwise provided by Amendment to this Agreement.

10. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.
11. That the Commissioner of the Chicago Department of Transportation 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 (\$3,500,000) as authorized by the City Council.
12. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1995.
13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

The Local Agency certified 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 commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

- (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.

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
Transportation

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 PURCHASE AND INSTALLATION OF
INSULATED NEGATIVE RETURN ELECTRICAL
CABLES AT VARIOUS BRIDGES.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a project agreement with the State of Illinois providing for the purchase and installation of Insulated Negative Return Electrical Cables for various bridges, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 the Chicago Department of Transportation 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 Purchase and Installation of Insulated Negative Return Electrical Cables at Various Bridges, 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.

*Purchase And Installation Of Insulated Negative Return
Electrical Cables At Various Bridges
Throughout The City.*

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the purchase and installation of insulated negative return electrical cables at various bridges throughout the City, hereinafter referred to as the "Project", described in numbered Paragraph 8 and identified in Exhibit A of this Agreement; and

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

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 3 line item of that Memorandum which provides \$20,000,000 for City bridge capital improvements to be obligated by the City is the basis for State funds provided under this Agreement; and

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

The State Hereby Agrees:

1. To reimburse the City 100% of the costs incurred in connection with the Project, as hereinafter provided in numbered Paragraph 9, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

2. To provide and/or cause to be provided all construction for the Project, in accordance with established procedures of the City and State.

3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
4. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
5. To retain all Project records and to make them available for audit by State auditors during Project construction, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
7. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
8. That said Project generally consists of the purchase and installation of insulated negative return electrical cables at various bridges throughout the City. (See Exhibit A of this Agreement for locations.)

The cables will be installed between the control panels of the various bridges and the Chicago Transit Authority (C.T.A.) substations which provide the direct current electrical power required for bridge operation. The new cables will provide upgraded electrical grounds in order to insure the continued safe and proper operation of the bridges. All other appurtenances necessary to complete the Project in accordance with approved plans and specifications will also be provided.

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

Contract Construction	\$ 350,000
(Material Purchase)	
Force Account Construction (C.T.A.)	700,000
Construction Engineering/Supervision	<u>30,000</u>
TOTAL:	\$1,080,000

and that 100% of the actual final costs will be paid by the State up to a maximum of \$1,080,000 with any cost in excess of that amount to be paid by the City, or otherwise provided by amendment to this Agreement.

10. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.
11. That the Commissioner of the Chicago Department of Transportation 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 (\$1,080,000) as authorized by the City Council.
12. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1995.
13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

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

* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

- (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 commissions 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.

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,
Chicago Department of
Transportation

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

By: _____
Director of Highways,
Illinois Department of
Transportation

Minority Business Enterprises Provisions and Exhibit "A" 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.

Exhibit "A".

*Bridges On Which The Purchase And Installation
Of Insulated Negative Return Electrical
Cables Will Be Funded Under
This Agreement.*

A. Main Branch Of The Chicago River.

1. Wabash Avenue Bridge
2. State Street Bridge
3. LaSalle Street Bridge
4. Wells Street Bridge
5. Franklin Street Bridge

B. South Branch Of The Chicago River.

6. Lake Street Bridge
7. Washington Street Bridge
8. Madison Street Bridge
9. Monroe Street Bridge
10. Adams Street Bridge
11. Jackson Street Bridge
12. Congress Street Bridge

C. North Branch Of The Chicago River.

13. Kinzie Street Bridge
14. Grand Avenue Bridge
15. Chicago Avenue Bridge
16. Halsted Street Canal Bridge
17. Ogden Avenue River Bridge
18. Ogden Avenue Canal Bridge
19. Division Street River Bridge
20. Division Street Canal Bridge

**AUTHORIZATION FOR EXECUTION OF CITY/STATE
PROJECT AGREEMENT FOR PAINTING OF
18TH STREET BASCULE BRIDGE OVER
SOUTH BRANCH OF CHICAGO RIVER.**

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering of a project agreement with the State of Illinois providing for the painting of the 18th Street Bascule Bridge over the South Branch of the Chicago River, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 the Chicago Department of Transportation 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

painting of the 18th Street Bascule Bridge over the South Branch of the Chicago River, 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.

*Painting Of The 18th Street Bascule Bridge Over The
South Branch Of The Chicago River.*

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 Transportation, hereinafter called the "City".

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient

movement of vehicular and pedestrian traffic, find it necessary to proceed with the Painting of the 18th Street Bascule Bridge over the South Branch of the Chicago River, hereinafter referred to as the "Project" described in numbered Paragraph 8 of this Agreement; and

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

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 3 Line Item of that Memorandum which provides \$20,000,000 for bridge capital improvements to be obligated by the City is the basis for State funds provided under this Agreement; and

Whereas, The State and the City have concurred that the Project qualifies for the use of such funds.

The State Hereby Agrees:

1. To reimburse the City 100% of the costs incurred in connection with the Project, as hereinafter provided in numbered Paragraph 9, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

2. To provide and/or cause to be provided all contract construction, force account construction and construction engineering/supervision for the Project, in accordance with established procedures of the City and State.
3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
4. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

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

The Parties Hereto Mutually Agree:

6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
7. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
8. That said Project generally consists of the painting of the 18th Street Bascule Bridge over the South Branch of the Chicago River.

The project will include the cleaning and preparation of the bridge's entire steel structure; the provision and application of paint and protective coatings; and all other appurtenances necessary to complete the Project in accordance with approved plans and specifications.

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

Contract Construction \$720,000

Construction Engineering/Supervision 80,000
(up to 15% of Contract Cost)

TOTAL: \$800,000

and that 100% of the actual final costs will be paid by the State up to a maximum of \$800,000 with any cost in excess of that amount to be paid by the City, or otherwise provided by amendment to this Agreement.

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

11. That the Commissioner of the Chicago Department of Transportation 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 (\$800,000) as authorized by the City Council.
12. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1995.
13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

The Local Agency certified 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 commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

- (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 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,
Chicago Department of
Transportation

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 reads as follows:

Minority Business Enterprises Provisions.

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

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

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

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

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

AUTHORIZATION FOR EXECUTION OF AMENDMENT NUMBER
TWO TO CITY/STATE PROJECT AGREEMENT FOR
IMPROVEMENT OF MICHIGAN AVENUE
BRIDGE OVER CHICAGO RIVER
AND ADJOINING VIADUCT.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a project agreement with the State of Illinois providing for the improvement of the Michigan Avenue Bridge over the Chicago River and the adjoining viaduct, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 the Chicago Department of Transportation to approve, subject to the review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the Improvement of the Michigan Avenue Bridge over the Chicago River and the Adjoining Viaduct described therein, said amendment to be substantially in the following form:

[Amendment Number Two to City/State Project Agreement
immediately follows Section 3 of this ordinance.]

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

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

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

Amendment Number Two To A City/State Project Agreement

Providing For The Improvement Of The Michigan

Avenue Bridge Over the Chicago River

And The Adjoining Viaduct.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Amendment by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the "State" and the City of Chicago, acting through its Department of Transportation, hereinafter referred to as the "City".

Whereas, On December 19, 1990, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal of Proceedings, pages 27668 through 27673); and

Whereas, On March 4, 1991, the City and the State entered into the aforementioned Agreement; and

Whereas, On July 24, 1991, the City Council passed an ordinance authorizing the execution of Amendment Number One to the aforementioned agreement, (Council Journal of Proceedings, pages 3626 through 3630); and

Whereas, On October 15, 1991 the City and the State entered into Amendment Number One to the aforementioned Agreement; and

Whereas, Numbered Paragraph 12 and numbered Paragraph 15 of the aforementioned Agreement, as amended, contain the estimated costs and the division of financial responsibilities for the Project; and

Whereas, The City and the State are desirous of updating and revising the estimates of cost and of increasing the upper limit of State and federal financial participation in the Project, in order to cover increased Project costs resulting from more extensive deterioration of the existing bridge and viaduct structures than originally anticipated; and

Whereas, In order to cover the aforementioned increased Project costs the City and the State are desirous of supplementing the Interstate Substitution Program funds, which are already in place for the Project, with Surface Transportation Program funds authorized by the Intermodal Surface Transportation Efficiency Act of 1991; and

Whereas, Since the execution of the aforementioned Agreement, as amended, the Chicago Department of Transportation has succeeded the Chicago Department of Public Works, with regard to the City's authority over the Project; and

Whereas, The aforementioned Agreement, as amended, is binding upon and inures to the benefits of the parties thereto, their successors and assigns.

The Parties Hereto Mutually Agree, That an eighth "Whereas" clause is hereby added to the aforementioned Agreement as follows:

"Whereas, The State and the City wish to avail themselves, where possible, of Surface Transportation Program funds authorized by the Intermodal Surface Transportation Efficiency Act of 1991 or subsequent federal legislation to supplement the Interstate Substitution Program funds which are already in place for the contract construction, force account construction and the construction engineering/supervision of said Project; and"

The Parties Hereto Further Mutually Agree, That numbered Paragraph 12 and numbered Paragraph 15 of the aforementioned Agreement be revised to read as follows:

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

Interstate Substitution Program Funds (to be expended first)

Contract Construction	\$25,827,050
Force Account Construction	1,668,126
Construction Engineering/Supervision	<u>2,504,824</u>
SUBTOTAL:	\$30,000,000

and that based upon the current ratio of federal to non-federal (State) funds for Interstate Substitution projects, the proportional participation for the Interstate Substitution funded portion of the Project will be:

Federal-Aid Share (IX)	\$25,500,000
(85% of \$30,000,000)	
Non-Federal Share (State)	
(15% of \$30,000,000)	<u>4,500,000</u>
SUBTOTAL:	\$30,000,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) for the Interstate

Substitution funded portion of the Project shall be limited to a maximum of \$4,500,000 with any non-federal share required in excess of that amount for this portion of the Project to be provided by the City, or by Amendment to this Agreement.

Surface Transportation Program Funds
(to supplement Interstate Substitution Program funds)

Contract Construction	\$5,200,000
Construction Engineering/Supervision	<u>520,000</u>
SUBTOTAL:	\$5,720,000

and that based upon the current ratio of federal to non-federal (State) funds for Surface Transportation Program projects, the proportional participation for the Surface Transportation Program funded portion of the Project will be:

Federal-Aid Share (S.T.P.) (80% of \$5,720,000)	\$4,576,000
Non-Federal Share (State) (20% of \$5,720,000)	<u>1,144,000</u>
SUBTOTAL:	\$5,720,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) for the Surface Transportation Program funded portion of the Project shall be limited to a maximum of \$1,144,000 with any non-federal share required in excess of that amount for this portion of the Project to be provided by the City, or by amendment to this Agreement.

PROJECT GRAND TOTAL: ... \$35,720,000"

- "15. That the Commissioner of the Chicago Department of Transportation 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 (\$35,720,000) as authorized by the City Council."

It Is Further Mutually Agreed, That all items contained in the original City/State Agreement and any subsequent executed amendment which are not in conflict with this amendment shall remain in full force and effect.

It Is Further Mutually Agreed, This amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

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 _____, 19__.

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,
Chicago Department of
Transportation

Executed by the State of Illinois
this ____ day of _____, 19__.

Department of
Transportation

By: _____
Director of Highways
Illinois Department of
Transportation

AUTHORIZATION FOR ISSUANCE AND SALE OF MORTGAGE
REVENUE BONDS, SERIES 1992 TO FINANCE
LOW-INCOME HOUSING AT LAKEVIEW
TOWERS.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Mortgage Revenue Bonds for the purpose of financing a project that is designed to preserve low-income housing affordability at Lakeview Towers located at 4550 North Clarendon Avenue, in the amount of \$15,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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, and is a "home rule unit" under Section 6(a) of Article VII of the Constitution; and

WHEREAS, To promote the public purpose of preserving the supply of housing available to persons of low- and moderate-income within the corporate boundaries of the City, the City has entered into discussions with Lakeview Towers Preservation Corp. (the "Beneficiary"), an Illinois not-for-profit corporation and the sole beneficiary of an Illinois land trust established pursuant to a Land Trust Agreement between American National Bank and Trust Company of Chicago (the "Land Trustee") and the Beneficiary known as Trust Number 114365-08 (the "Land Trust"; the Land Trust and Beneficiary together are referred to as the "Borrower") which proposes to acquire and rehabilitate an existing 500-unit multi-family housing project located at 4550 North Clarendon Avenue in the City of Chicago, Illinois (the "Project"); and

WHEREAS, The Borrower has represented that the Project will be available for rental to members of the general public of low- and moderate-income, and the City, in reliance on that representation, has determined that it is necessary and desirable and in the public interest to provide for the permanent financing of a portion of costs of the acquisition of the Project by the sale and issuance of its Mortgage Revenue Bonds, Series 1992 (F.H.A. Insured Mortgage Loan -- Lakeview Towers Project) in an aggregate principal amount not to exceed \$15,000,000 (the "Bonds"); and

WHEREAS, Pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, a public hearing on the proposed plan of financing of the Project and the issuance of the Bonds was held by the Committee on Finance of the City Council, as designee of the City Council, on May 18, 1992, pursuant to a notice published in *The Chicago Sun-Times*,

a newspaper of general circulation in the City of Chicago, Illinois, on May 3, 1992; and

WHEREAS, By virtue of its constitutional home rule powers and all laws applicable to it, the City has the power to issue the Bonds; now, therefore,

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

SECTION 1. Findings. The City Council finds that all of the recitals contained in the preamble to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2. Definitions. The terms defined in the form of the Indenture of Trust with respect to the Bonds between the City and LaSalle National Bank, as Trustee (the "Indenture") attached to this Ordinance as Exhibit A shall, for all purposes of this Ordinance, have the meanings specified in the Indenture, unless the context in this Ordinance clearly requires otherwise.

SECTION 3. Authorization of the Bonds. The City authorizes the issuance and performance of the Bonds pursuant to the Indenture for the purpose of providing funds for paying a portion of costs incurred in connection with the acquisition of the Project, for funding a portion of debt service reserve funds established by the Indenture and to pay a portion of the costs of issuing the Bonds. The Bonds shall be designated "City of Chicago Mortgage Revenue Bonds, Series 1992 (F.H.A. Insured Mortgage Loan -- Lakeview Towers Project)." The Bonds may be issued as tax-exempt bonds, taxable bonds or in any combination thereof as determined by the Mayor or the City Comptroller, pursuant to the authority granted by this Ordinance.

The City approves the form of the Bonds attached to the Indenture in substantially the form submitted at this meeting, subject to appropriate insertions and revisions in order to comply with the terms of this Ordinance and the provisions of the Indenture (as executed and delivered). The Bonds may mature in such amount or amounts and be payable on such date or dates (including by reason of scheduled mandatory redemptions) as determined by the Mayor or the City Comptroller, pursuant to the delegation authority granted by this Ordinance. The final maturity of the Bonds shall be not later than 42 years from their date of issuance, and the Bonds shall bear interest at such rate or rates or have a yield or yields not to exceed twelve percent (12%) per year. The Bonds shall have such additional terms and provisions, including, without limitation, provisions relating to their registration, authentication and redemption, all as set forth in the Indenture. The City Council deems it proper to delegate to the Mayor or the City Comptroller the power to approve all changes consistent with this Ordinance to the form of the Bonds as the Mayor or the City Comptroller, on behalf of the City, shall determine. Any such determinations shall be conclusive, and shall be evidenced by the Mayor's or the City Comptroller's execution and delivery of the Indenture, except with respect to the determination of underwriters discount for the Bonds, which shall be

evidenced by the Mayor's or the City Comptroller's execution and delivery of the Bond Purchase Agreement (as defined below). The Mayor and the City Clerk are authorized to execute, by manual or facsimile signature, and deliver the Bonds for and on behalf of the City.

SECTION 4. Sale of the Bonds. The Bonds shall be sold to purchasers pursuant to the Bond Purchase Agreement among the Borrower, the City and Lazard Freres & Co.. The City Council deems it appropriate to delegate to the Mayor or the City Comptroller the power to enter into the Bond Purchase Agreement in substantially the form previously used for conduit financings of the City, with appropriate revisions to reflect the terms of the Bonds, and with such other revisions, changes, additions and omissions as they shall approve, subject to the terms of this Ordinance. Their execution and delivery of the Bond Purchase Agreement shall be deemed conclusive evidence of the approval of the City to the terms provided in the Bond Purchase Agreement. The Bond Purchase Agreement shall provide for the sale by the City of an aggregate principal amount of Bonds not to exceed \$15,000,000 and shall provide that the Bonds be sold at a price not less than 97% of the original principal amount of the Bonds plus accrued interest, if any, on the Bonds from their dated date to their date of delivery to Lazard Freres & Co., less the amount of original issuance discount, if any. Any Bonds sold (other than capital appreciation bonds) at an original issue discount shall have a principal amount at maturity not to exceed \$5,000,000 and shall be sold at an original issue discount not to exceed 40% of their principal amount at maturity. No more than 50% of the original principal amount of the Bonds shall be sold as capital appreciation bonds. The Bond Purchase Agreement shall be binding upon the City. After its execution on behalf of the City, the officers, employees and agents of the City are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed and delivered.

Subsequent to the sale of the Bonds, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of the Bonds sold, including the aggregate principal amount sold as tax-exempt bonds and the aggregate principal amount sold as taxable bonds, if any, (ii) the interest rate or rates for the Bonds and (iii) the compensation paid to Lazard and Freres & Co. in connection with the Bonds. An executed copy of each of the Indenture, the Loan Agreement, the Preliminary Official Statement, the final Official Statement and the Bond Purchase Agreement shall be attached to that notification of sale.

SECTION 5. Authorization of Loan Agreement. The City approves and authorizes performance of the Loan Agreement (the "Loan Agreement"), between the City and the Borrower, in substantially the form submitted at this meeting, and the Mayor or the City Comptroller and the City Clerk or the Deputy City Clerk, are authorized to execute and deliver the Loan

Agreement, in any number of counterparts, for and on behalf of the City in substantially such form with such changes, additions and omissions as those executing the Loan Agreement shall approve, their execution and delivery constituting the conclusive approval of the City of any such changes, additions and omissions.

SECTION 6. Authorization of Indenture. The City approves and authorizes performance of the Indenture in substantially the form submitted at this meeting, and the Mayor or the City Comptroller and the City Clerk or the Deputy City Clerk, are authorized to execute and deliver the Indenture, in any number or counterparts, for and on behalf of the City in substantially such form with such changes, additions and omissions as are consistent with the provisions of Section 3 of this Ordinance as those executing the Indenture shall approve, their execution and delivery constituting the conclusive approval of the City of such changes, additions and omissions. The City also approves and authorizes performance of the pledge and assignment of certain of the City's rights in and to the Loan Agreement and certain other documents as provided in the Indenture.

SECTION 7. Authorization of Tax Documents. The City approves and authorizes performance of the Arbitrage Compliance Agreement and the Tax Compliance Agreement (collectively, the "Tax Agreements"), among the Borrower, the Trustee and the Issuer, in substantially the form submitted at this meeting, and the Mayor or the City Comptroller and the City Clerk or the Deputy City Clerk, are authorized to execute and deliver the Tax Agreements, in any number of counterparts, for and on behalf of the City in substantially such form with such changes, additions and omissions as those executing the Tax Agreements shall approve, their execution and delivery constituting the conclusive approval of the City of such changes, additions and omissions.

SECTION 8. Authorization of Regulatory Agreement. The City approves the performance of a Declaration of Restrictive Covenants (the "Regulatory Agreement"), among the City, the Bond Trustee and the Borrower, in substantially the form submitted at this meeting, and the Mayor or the City Comptroller and the City Clerk or the Deputy City Clerk, are authorized to execute and deliver the Regulatory Agreement, in any number of counterparts, for and on behalf of the City in substantially such form with such changes, additions and omissions as those executing the Regulatory Agreement shall approve, their execution and delivery constituting the conclusive approval of the City of such changes, additions and omissions.

SECTION 9. Additional Authorization. The officers of the City, including the Mayor, the City Comptroller, the City Treasurer, the City Clerk, the Deputy City Clerk, the Commissioner of the Department of Housing, and any other elected or appointed officers, are authorized and directed to execute and deliver such certificates and other documents as may be required by the Indenture, the Loan Agreement, the Bond Purchase

Agreement or otherwise in connection with the issuance of the Bonds. Such officers are further authorized and directed to sign and cause to be filed such financing statements and to cause to be recorded such instruments as bond counsel shall deem necessary or advisable in connection with the issuance of the Bonds. No covenant, stipulation, obligation or agreement in this Ordinance or in the Loan Agreement, the Indenture, the Tax Agreements or any other agreement authorized by this Ordinance shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the City in his or her individual capacity. Neither the members of the City nor the officials executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

SECTION 10. Approval of Preliminary Official Statement and Official Statements. The Issuer approves the use of a preliminary official statement, preliminary limited offering memorandum or preliminary private placement memorandum ("Preliminary Official Statement") and the official statement, limited offering memorandum or private placement memorandum ("Official Statement"), which is not to be signed by any representative of the City, in connection with the issuance of the Bonds, containing such information as is necessary to reflect the terms and provisions of the Bonds, to accurately describe the Project, the Borrowers, the other parties to the financing and the risks associated with the Bonds.

SECTION 11. Book-Entry System. The City Comptroller is hereby authorized to determine whether the Bonds shall be issued in the form of a single, fully registered Bond for each maturity of the Bonds. If so authorized, the book-entry services of Midwest Securities Trust Company ("M.S.T.C.") shall be used, unless in the judgment of the City Comptroller, it is beneficial to use the book-entry service of the Depository Trust Company ("D.T.C."), in which event the book-entry service of D.T.C. shall be used. If used, the City Comptroller is authorized to execute and deliver on behalf of the City such letters or agreements with M.S.T.C. or D.T.C., as the case may be, and the trustee for the Bonds, as shall be necessary to effectuate such book-entry system.

SECTION 12. Authorization to Enter Into Agreement With Borrowers Relating to the Advance of Certain Moneys of the City Subject to Immediate Repayment. Lazard Freres & Co. has informed the City that it may be necessary, in order to enable the Bonds to obtain the highest possible rating from Standard & Poor's Corporation and/or Moody's Investors Service, Inc., for the trustee to receive certain monies in the form of cash or a letter of credit on the closing date of the sale of the Bonds to be deposited in the various funds and accounts under the Indenture, which monies, together with mortgage payments, proceeds of any F.H.A. insurance and investment earnings on amounts on deposit in such funds and accounts, will provide sufficient revenues to pay debt service on the Bonds and related fees and expenses. Standard & Poor's Corporation and/or Moody's Investors Service, Inc. further may require that any cash so deposited with the trustee be

provided by an entity, like the City, deemed to be unlikely to declare bankruptcy. The City hereby authorizes the City Comptroller to enter into an agreement, if necessary to satisfy the requirements of Standard & Poor's Corporation and/or Moody's Investors Service, Inc., with the Borrowers whereby the City will provide cash to the trustee in return for immediate reimbursement of a like amount of cash provided to the City by the Borrowers. The Mayor or the City Comptroller is authorized to execute and deliver an agreement for the purposes and upon the express terms and conditions set forth in this Section 12.

SECTION 13. Election of "20-50" Test. Pursuant to Section 142(d)(1) of the Code, and for purposes of determining whether the Project will be treated as a "qualified residential rental project" by the Internal Revenue Service, the City elects at the request of the Borrowers to have the Project subject to the "20-50" Test set forth in subsection (A) of such Section 142(d)(1).

SECTION 14. Publication; Effectiveness. This Ordinance shall be published in pamphlet form by the City Clerk, by causing to be printed at least 100 copies of this Ordinance, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect ten (10) days after its publication, approval by the Mayor and publication as provided in this Section 14.

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

Exhibit "A".

Indenture Of Trust

By And Between

City Of Chicago, Illinois

And

LaSalle National Bank,

As Bond Trustee,

Securing

\$ _____

*City Of Chicago, Illinois**Mortgage Revenue Bonds, Series 1992**(F.H.A. Insured Mortgage Loan --**Lakeview Towers Project).*

This Indenture of Trust, dated as of _____, 1992, is made by and between the City of Chicago, Illinois, 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 "State") and a home rule unit under Section 6(a) of Article VII of the Constitution (the "Issuer"), and LaSalle National Bank, a national banking association, duly organized, existing and authorized and having the power to accept and execute trusts of the character set out in this Indenture by virtue of the laws of the United States of America, with its principal corporate trust office located in Chicago, Illinois (the "Bond Trustee").

Witnesseth:

Whereas, Pursuant to the Constitution and laws of the State of Illinois, particularly Article II of Chapter 2-32 of the Municipal Code of Chicago, as amended, the Issuer is authorized to carry out the public purposes described in the Bond Ordinance (as defined below) by issuing its revenue bonds for the purpose of providing financing for the acquisition of low-income multi-family housing projects located within the corporate boundaries of the Issuer and by entering into any agreements made in connection with the foregoing; and

Whereas, It has been determined that the estimated amount necessary to finance the Costs of Acquisition (as defined below) of the Project (as defined below), including necessary incidental expenses, will require the issuance, sale and delivery of the Bonds in the principal amount of \$_____, as provided below; and

Whereas, The Issuer has determined that it is necessary and advisable pursuant to the 1970 Constitution of the State and laws of the State, and particularly Section 6(a) of Article VII of the Constitution, and an ordinance,

duly adopted by the City Council of the Issuer on _____, 1992 (the "Bond Ordinance") to issue its Mortgage Revenue Bonds, Series 1992 (F.H.A. Insured Mortgage Loan -- Lakeview Towers Project), the proceeds of which will be used to finance permanently the acquisition of the Project to fund a portion of debt service reserve funds with respect to the Bonds and to pay certain costs of issuing the Bonds; and

Whereas, Concurrently with the issuance of the Bonds, the Issuer will enter into a Loan Agreement, dated the date of this Indenture (the "Loan Agreement"), with American National Bank and Trust Company of Chicago, not personally but as Trustee (the "Land Trustee") under Trust Number 114365-08 (the "Land Trust"), and Lakeview Towers Preservation Corp., an Illinois not-for-profit corporation (the "Beneficiary"; the Land Trust and the Beneficiary are referred to collectively as the "Borrowers"), pursuant to which the Issuer will loan the proceeds from the sale of the Bonds to the Borrowers and the Borrowers will make loan payments to the Issuer sufficient to pay when due the principal of, redemption premium, if any, and interest on the Bonds and related expenses; and

Whereas, The execution and delivery of this Indenture have been duly authorized by the Issuer, and all determinations, acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of this Indenture and in the issuance of the Bonds authorized in this Indenture do exist, have happened and have been performed in due time, form and manner as required by law; and

Whereas, The Bonds, and the Bond Trustee's certificates of authentication to be endorsed on the Bonds, are to be in substantially the form set forth in (Sub)Exhibit A attached to and made part of this Indenture, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture or by the supplement to this Indenture pursuant to which such Bonds are issued; and

Whereas, All things necessary to make the Bonds, when authenticated by the Bond Trustee and issued as provided in this Indenture, the valid, binding and legal obligations of the Issuer according to their import, and to constitute this Indenture a valid lien on the properties, interests, revenues and payments in this Indenture pledged in this Indenture to the payment of the Bonds, have been done and performed, and the creation, execution and delivery of this Indenture, and the execution and issuance of the Bonds, subject to the terms of this Indenture, have in all respects been duly authorized;

Now, Therefore, The Issuer, in consideration of the premises and the acceptance by the Bond Trustee of the trust created by this Indenture, and of the purchase and acceptance of the Bonds by their registered owners, and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, in order to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds according to their tenor and effect, and the performance and observance by the Issuer of all the covenants expressed or implied in this Indenture and in the Bonds, does hereby bargain, sell, convey, pledge, assign and grant a security interest unto the Bond Trustee in and to the following, subject only to the provisions of this Indenture permitting the application of the following to the purposes and on the terms and conditions set forth in this Indenture (said property being in this Indenture referred to as the "Trust Estate"), to wit:

Granting Clauses.

I.

All funds (other than the Rebate Fund, the Expense Fund) and the Escrow Deposit Fund, moneys and securities from time to time held under this Indenture by the Bond Trustee, including without limitation the proceeds of the Bonds and the interest, profits and other income derived from the investment of such funds, moneys and securities.

II.

All right, title and interest of the Issuer in and to the Loan, the Note, the Second Mortgage and the security for them, including all F.H.A. mortgage or casualty insurance benefits or condemnation awards payable with respect to them, and any interest, profits and other income derived from the investment thereof (other than the Unassigned Rights of the Issuer).

III.

All right, title and interest of the Issuer in and to the Loan Agreement (other than the Unassigned Rights of the Issuer).

IV.

All Revenues, including all Pledged Receipts and Recoveries of Principal (except to the extent of the Issuer's Unassigned Rights in the Revenues).

V.

Any and all other rights and interests in property, whether tangible or intangible, from time to time after the date of this Indenture by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security under this Indenture for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Bond Trustee (other than any Unassigned Rights), which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture.

To Have And To Hold, All the same with all privileges and appurtenances conveyed and assigned by this Indenture, or agreed or intended so to be, to the Bond Trustee and its successors in said trust and to them and their assigns forever it being understood by the parties to this Indenture that (a) the requirements of F.H.A. do not permit a gross revenues pledge, (b) the Bond Trustee, as mortgagee under the Second Mortgage, may hold certain other funds in connection with the Project pursuant to documents entered into with F.H.A., which funds, including, without limitation, Escrow Payments (as defined below) and letters of credit or the proceeds of them required under the H.U.D. Commitment shall not be subject to the lien of this Indenture, and (c) all amounts in cash and Letters of Credit deposited with the Bond Trustee pursuant to this Indenture or the Loan Agreement are held by the Bond Trustee as Bond Trustee under this Indenture and not as mortgagee under the Second Mortgage;

In Trust, Nevertheless, Upon the terms and trusts set forth in this Indenture for the equal and proportionate benefit, security and protection of all registered owners of the Bonds Issued under and secured by this Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds, except as set forth in this Indenture;

Provided, However, That if the Issuer shall pay or cause to be paid to the registered owners of the Bonds the principal, interest and redemption premium, if any, due or to become due on the Bonds at the times and in the manner provided in Article IX of this Indenture, and if the Issuer shall keep, perform and observe, or cause to be kept, performed and observed, all its covenants, warranties and agreements contained in this Indenture, this Indenture and the estate and rights by this Indenture granted shall cease, determine and be void, and thereupon the Bond Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver such instruments in writing as shall be requisite to satisfy the lien of this Indenture, and reconvey any property at the time subject to the lien of this Indenture which may then be in its possession, except funds held by the Bond Trustee for the payment of interest on, redemption premium, if any, and principal of the Bonds; otherwise this Indenture shall be and remain in

full force and effect, and upon the trusts and subject to the covenants and conditions set forth below.

Article I.

Definitions.

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Acquisition Agreement" means the Acquisition Agreement, dated as of _____, 1991, by and between the Borrowers and Krupp Lakeview Realty Limited Partnership.

"Acquisition Fund" means the fund by that name created by Section 401 of this Indenture.

"Arbitrage Compliance Agreement" means the Arbitrage Compliance Agreement, dated as of the Bond Closing Date, among the Issuer, the Borrowers and the Bond Trustee, and any amendments and supplements to it.

"Beneficiary" means Lakeview Towers Preservation Corp., an Illinois not-for-profit corporation, and its successors.

"Bond" or "Bonds" means the \$ _____ aggregate principal amount City of Chicago, Illinois Mortgage Revenue Bonds, Series 1992 (F.H.A. Insured Mortgage Loan -- Lakeview Towers Project), and any bonds issued in lieu of the Bonds or in substitution for the Bonds.

"Bond Closing Date" means the date on which there is delivery by the Issuer of, and payment for, the Bonds.

"Bond Counsel" means any attorney at law or firm of attorneys at law, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the fund of that name created by Section 401 of this Indenture.

"Bondholder", "holder", "owner" or "registered owner" of the Bonds means the person or persons in whose name any Bond is registered at the time of reference.

"Bond Purchase Agreement" means the agreement among the Original Purchaser, the Issuer and the Borrowers pursuant to which the Bonds are sold to the Original Purchaser.

"Bond Register" means the register maintained by the Trustee pursuant to Section 208 of this Indenture.

"Bond Trustee" means LaSalle National Bank, in Chicago, Illinois and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor Bond Trustee at the time serving as successor trustee under this Indenture.

"Bond Year" means any twelve-month period ending _____ 1; provided, however, that the initial Bond Year shall begin on the Bond Closing Date and end on _____, 1992.

"Borrowers' Equity" means any funds of the Borrowers (not including proceeds of the Bonds) deposited with the Bond Trustee on the Bond Closing Date or later.

"Business Day" means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Bond Trustee is located are authorized or required to be closed.

"Certificate of the Issuer", "Statement of the Issuer", "Request of the Issuer" and "Requisition of the Issuer" mean, respectively, a written certificate, statement, request or requisition signed in the name of the Issuer by its Issuer Official. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"Code" means the Internal Revenue Code of 1986, as amended. All references to the Code and the sections of the Code shall include the relevant Regulations and proposed Regulations under the Code, and any successor provisions to such sections, Regulations or proposed Regulations to the extent applicable to the Bonds.

"Contract of Mortgage Insurance" means the contract to be entered into by and between F.H.A. and the Bond Trustee, as mortgagee, pursuant to the National Housing Act, to be evidenced by the endorsed Note, and providing for insurance against certain losses under the Loan.

"Costs of Acquisition" means:

(a) the cost of acquisition of the Project, which shall be the actual cost of land and improvements on the land payable to the prior owners of the Project and the actual cost of labor, materials, machinery and equipment as payable to contractors, builders, suppliers and materialmen in connection with the acquisition of the Project;

(b) governmental charges, fees and taxes levied or assessed in connection with the acquisition of the Project;

(c) fees and expenses of architects, engineers and other professionals for estimates, surveys and other preliminary investigations as well as for the performance of all other duties of architects and engineers in relation to the acquisition of the Project or the issuance of the Bonds;

(d) the costs of acquiring any improvements constituting part of the Project, brokerage commissions with respect to the acquisition of the Project, all expenses of administration, supervision and inspection property chargeable to the Project, legal expenses and fees, fees and expenses of the Issuer, the Trustee or the purchasers of the Bonds, financing charges, costs of preparing, Issuing and selling the Bonds, abstracts and reports on titles to real estate, title insurance premiums and all other items of expense not elsewhere specified herein incident to the financing of the Project; provided that such disbursements will not cause the interest on the Bonds to become includable in gross income for federal income tax purposes;

(e) amounts available to pay reasonably anticipated operating deficits on the Project during the three-year period commencing on the Bond Closing Date; and

(f) reimbursement to the Borrowers for any costs described in clauses (b) through (e) above that are paid by the Borrowers.

"Costs of Issuance" means all costs and expenses related to the authorization, issuance, sale and delivery of a series of Bonds including, but not limited to, the fees and disbursements of Bond Counsel, counsel to the Issuer, and counsel to the Bond Trustee, the Issuer's Fee payable on the Bond Closing Date pursuant to the Loan Agreement in connection with the issuance of the Bonds, the commissions, fees and disbursements of underwriters or investment bankers, including the fees and disbursements of counsel to the underwriters or investment bankers, fees of accountants and feasibility consultants, costs of verification of cash flows, the cost of preparing, printing and any filing and recording of the applicable Bond documents, the cost of preparing and printing the preliminary and final official statement, Blue Sky filing fees, the initial or acceptance fee and

expenses of the Bond Trustee, the discount and other fees to be paid to the Original Purchaser, and any other costs which are treated as "issuance costs" of a series of Bonds within the meaning of Section 147(g) of the Code.

"Costs of Issuance Fund" means the fund by that name created by Section 401 of this Indenture.

"Debt Service Reserve Fund" means the fund by that name created by Section 401 of this Indenture.

"Debt Service Reserve Requirement" means an amount equal to eight months of maximum debt service on the Bonds in any Bond Year.

"Default" and "Event of Default" mean any occurrence or event specified in and defined by Section 601 of this Indenture.

"Escrow Payments" means all amounts payable by the Borrowers to the Bond Trustee or the Mortgage Servicer representing payments to obtain or maintain Mortgage Insurance with respect to the Loan or payments by the Borrowers to the Bond Trustee or the Mortgage Servicer required by the Loan in connection with taxes or payments in lieu of such payments, assessments, fire or other property insurance, replacement or operating reserves or other like payments customarily required to be escrowed pending their application.

"Event of Bankruptcy" means the commencement of a case by or against the Beneficiary or the Land Trustee under the United States Bankruptcy Code or any similar state or federal bankruptcy act or law unless such petition shall have been dismissed and such dismissal shall be final and not subject to appeal at the time of reference.

"Excess Earnings" means the investment earnings on any "proceeds" (as defined in the Code and Regulations, including "original proceeds", "investment proceeds", "sinking fund proceeds" or "pledged fund proceeds") held in any fund or account under this Indenture in excess of the earnings which would have been earned if such amounts had been invested at the Yield on the Bonds, together with any additional reinvestment earnings on such excess, determined in accordance with Section 148 of the Code.

"Expense Requirement" means the sum of (a) an annual administrative fee payable to the Issuer as established by Section 5.8 of the Loan Agreement, payable on each Principal Payment Date until paid in full, (b) the Ordinary Fees and Expenses of the Bond Trustee payable on each Principal Payment Date, commencing _____ 1, 1993, (c) the annual fee in the amount of \$_____ payable to S. & P. on each Principal Payment Date in each year in which it maintains a rating on the Bonds and (d) any fees with respect to the rebate calculation required by Section 409 of this Indenture.

"Extraordinary Fees and Expenses" means the reasonable fees, expenses, advances and disbursements of the Bond Trustee under this Indenture following a default under the Second Mortgage resulting in an assignment of the Second Mortgage to F.H.A., including the reasonable fees and expenses of counsel, architects, engineers and other experts with whom the Bond Trustee has consulted pursuant to the provisions of this Indenture, during any Bond Year, in excess of Ordinary Fees and Expenses.

"F.H.A." means the Federal Housing Administration, an organizational unit within H.U.D., or any successor agency.

"F.H.A. Regulations" means the regulations promulgated by F.H.A. regarding Mortgage Insurance under Section 241 of the National Housing Act.

"Governmental Obligations" means obligations referred to in clause (a) of the definition of Qualified Investments.

"H.U.D." means the United States Department of Housing and Urban Development, or any successor agency.

"H.U.D. Regulatory Agreement" means the H.U.D. Regulatory Agreement dated as of _____, 1992, between the Borrowers and H.U.D..

"Indenture" means this Indenture of Trust, dated as of _____, 1992, between the Issuer and the Bond Trustee, as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms and provisions of this Indenture.

"Interest Payment Date" means each _____ 1 or _____ 1 commencing _____ 1, 1992.

"Investment Agreement" means an investment agreement with an Investment Agreement Provider.

"Investment Agreement Provider" means a Qualified Financial Institution which provides an Investment Agreement.

"Issuer" means the City of Chicago, Illinois.

"Issuer Official" means the Mayor or the City Comptroller of the Issuer and, in the case of any act to be performed or duty to be discharged pursuant to this Indenture, any other official, officer or employee of the Issuer then authorized to perform such act or discharge such duty.

"Issuer Regulatory Agreement" means the Declaration of Restrictive Covenants and Regulatory Agreement, dated as of the date of this Indenture, among the Borrowers, the Issuer and the Bond Trustee.

"Issuer's Contribution" means any funds of the Issuer (not including proceeds of the Bonds) deposited with the Bond Trustee on the Bond Closing Date to facilitate the acquisition of the Project for which the Issuer will be reimbursed promptly by the Borrowers.

"Letter of Credit" means an unconditional irrevocable Letter of Credit in favor of the Bond Trustee delivered to it by the Borrowers pursuant to the provisions of the Loan Agreement and issued or confirmed by (a) a Bank which has outstanding letters of credit or other unsecured obligations rated "AAA" by S. & P., or (b) if such Letter of Credit is of a term of not more than 365 days, then by a Bank which has outstanding short term instruments rated "A-1 +" by S. & P..

"Loan" means the loan from the Issuer to the Borrowers pursuant to Section 4.1 of the Loan Agreement.

"Mortgage Insurance" means the insurance with respect to the Second Mortgage to be provided by F.H.A. pursuant to the contract of Mortgage Insurance.

"Mortgage Reserve Fund" means the fund by that name created by Section 401 of this Indenture.

"Mortgage Reserve Requirement" means the amount equal to one monthly payment of principal of and interest on the Loan.

"Mortgage Servicer" means Developers Mortgage Corporation, or its successor, serving as mortgage servicer at the time under the Mortgage Servicing Agreement.

"Mortgage Servicing Agreement" means the Mortgage Servicing Agreement, dated as of the Bond Closing Date, between the Bond Trustee and the Mortgage Servicer.

"Multi-Family Housing Development" means a multi-family residential rental project consisting of a building or buildings containing complete living facilities which are to be used on other than a transient basis by one or more persons, and facilities functionally related and subordinate to such project, and complying with the provisions of Section 142(d) of the Code, the Treasury Regulations under Section 142(d) and otherwise complying with the provisions of the Issuer Regulatory Agreement.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Net Proceeds" when used with reference to title insurance, casualty insurance or condemnation awards, means all proceeds of title insurance, casualty insurance or condemnation awards which become available

pursuant to the provisions of the Loan for application to the reduction of the indebtedness represented by the Loan, and shall be net of expenses of collection of such awards.

"Ordinary Fees and Expenses" means the reasonable fees, expenses and disbursements of the Bond Trustee under this Indenture (including the fees, expenses and disbursements of the Bond Trustee for the Initial Bond Year payable on the Bond Closing Date), including the reasonable fees and expenses of counsel, architects, engineers and other experts with whom the Bond Trustee has consulted pursuant to the provisions of this Indenture, provided that the aggregate amount of such fees, expenses and disbursements payable during each Bond year shall not exceed _____% of the aggregate principal amount of the Bonds outstanding from time to time.

"Original Purchaser" means Lazard Freres & Co., as original purchaser of the Bonds.

"Outstanding" when used with respect to the Bonds, means all Bonds previously authenticated and delivered under this Indenture, except:

(a) Bonds previously cancelled or required to be cancelled by the Bond Trustee or previously delivered or required to be delivered to the Bond Trustee for cancellation;

(b) Bonds, the payment or redemption for which, moneys or obligations shall have been previously deposited with the Bond Trustee in accordance with Article IX of this Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

"Participants" means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Permitted Encumbrances" means the encumbrances, reservations, liens and imperfections of title as set forth on (Sub)Exhibit __ to the Second Mortgage.

"Permitted Tax Exceptions" means any exceptions or limitations to the exemption from federal income taxes of interest on the Bonds which are customarily included in opinions rendered by Bond Counsel at the time the opinion of Bond Counsel is required to be rendered.

"Pledged Receipts" means (i) the scheduled or other payments required by the Loan and paid to the Bond Trustee from any source, including both

timely and delinquent payments and late charges, if any, and (ii) all income earned or gain realized in excess of losses suffered on any investment or deposit of moneys in the funds established and maintained pursuant to this Indenture, but shall not mean or include Recoveries of Principal or Escrow Payments.

"Principal Installment" means as of any date the aggregate principal amount of Outstanding Bonds due on such date.

"Principal Payment Date" means _____ 1 and _____ 1 of each year, commencing _____ 1, 19 ____ through and including _____ 1, 20 ____.

"Project" means (i) the Site, the building and the fixtures which are described generally in (Sub)Exhibit A to the Loan Agreement, and any "equipment" (as such term is defined in the Illinois Uniform Commercial Code) and other personal property, which are to be acquired and/or rehabilitated with the proceeds of the sale of the Bonds and (ii) any item of tangible property acquired in substitution for, or as the renewal or replacement of, or modification or an improvement to, any property described in (i) above.

"Qualified Financial Institution" means a bank, trust company, national banking association, insurance company or other financial services company whose long-term debt obligations or whose claims-paying abilities are rated "AAA" or "AA" or "A" by S. & P.. For purposes of this definition, the term "financial services company" shall include any investment banking firm or any affiliate or division of an investment banking firm which may be legally authorized to enter into the transactions described in this Indenture pertaining, applicable or limited to a Qualified Financial Institution.

"Qualified Investments" means any of the following if and to the extent permitted by law:

(a) direct obligations of the United States of America backed by the full faith and credit of the United States;

(b) obligations of United States government agencies the principal of and interest on which are guaranteed by the full faith and credit of the United States of America;

(c) time deposits, certificates of deposit or other obligations issued by the Bond Trustee or any of its affiliates, or by any state or national bank which has combined capital, surplus and undivided profits of not less than \$50,000,000 at the time of the investment, or any savings and loan institution having combined capital, surplus and retained earnings of not less than \$100,000,000 at the time of the investment, which time deposits,

other accounts, certificates of deposit or other obligations are fully insured by the Federal Deposit Insurance Corporation;

(d) the Investment Agreement or any other investment agreement, having the same terms as said Investment Agreement with respect to interest rate and maturity date, which an institution rates A-1+ (with respect to the investment of moneys in the Acquisition Fund) and rated AAA (with respect to the investment of moneys in all other funds) by S. & P. at the time of the investment; and

(e) money market funds investing solely in investments described in clauses (a) and (b) above and rated AAAM or AAAM-G by S. & P. at the time of the investment.

"Rebate Fund" means the fund by that name created by Section 401 of this Indenture.

"Recoveries of Principal" means all amounts received by the Bond Trustee as a recovery of the amount disbursed by the Bond Trustee on behalf of the Issuer to finance the Loan, including any premium or penalty with respect to such recovery, on account of (a) Voluntary Prepayments, (b) the acceleration of payments due under the Loan or other remedial proceedings taken in the event of default on the Loan, (c) proceeds of the Mortgage Insurance on the Loan, (d) Net Proceeds of title insurance, or (e) Net Proceeds of casualty insurance or condemnation awards. Recoveries of Principal shall not include any proceeds of casualty insurance or condemnation awards to be applied to the repair and restoration of the Project in accordance with this Indenture.

"Redemption Date" means any date upon which Bonds are to be called for redemption pursuant to this Indenture.

"Redemption Price" means, with respect to any Bonds, the principal amount of the Bonds, plus the redemption premium, if any, payable upon redemption of the Bonds pursuant to this Indenture.

"Regular Record Date" means, with respect to an Interest Payment Date, the close of business of the Bond Trustee on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, whether or not a business day of the Bond Trustee.

"Regulations" means the income tax regulations applicable to the Bonds promulgated by the Internal Revenue Service or the Department of the Treasury of the government of the United States of America, as amended as of the Bond Closing Date or after that to the extent that such amendments apply retroactively to the Bonds.

"Revenues" means, collectively, all Pledged Receipts and Recoveries of Principal.

"Revenue Fund" means the Fund by that name created by Section 401 of this Indenture.

"S. & P." means Standard & Poor's Corporation, its successors and assigns, and if dissolved or liquidated or no longer performing the functions of a securities rating agency, shall refer to any other nationally-recognized securities rating organization designated by the Issuer, by notice to the Bond Trustee.

"Second Mortgage" means the Second Mortgage, dated as of _____, 1992, from the Borrowers to the Issuer, and assigned to the Bond Trustee, and any amendments and supplements to it.

"Securities Depository" means Midwest Securities Trust Company, Chicago, Illinois, and its successors.

"Security Documents" means the Second Mortgage, any financing statement or statements with respect to the Project and any other document, agreement or instrument (other than the Loan Agreement) assigned or delivered to the Bond Trustee, including the documents assigned by the foregoing documents, as security for, or as a source of payment of, the Bonds.

"Site" means the real property described in (Sub)Exhibit C to the Loan Agreement and any additional interest in real property, leasehold interest, easement, license, and right in real property later acquired by the Borrowers with the proceeds of the Bonds for use in connection with the Project less any interest in real property, easement, license, right-of-way or similar right and privilege as may be released from the lien of the Second Mortgage as provided in the Second Mortgage, or taken by the exercise of the power of eminent domain.

"State" means the State of Illinois.

"Stated Maturity" when used with respect to any Bond means the date specified in such Bond as the fixed date on which principal of such Bond is due and payable.

"Supplemental Indenture" means any supplemental indenture pursuant to the terms of Article VIII of this Indenture.

"Tax Compliance Agreement" means the Tax Compliance Agreement, dated as of the date of this Indenture, between the Borrowers and the Bond Trustee.

"Trust Estate" means the property conveyed to the Bond Trustee pursuant to the Granting Clauses of this Indenture.

"Unassigned Rights" means the rights of the Issuer to execute and deliver (subject to the provisions of the Loan Agreement, the Tax Compliance Agreement and this Indenture), or to decline to execute and deliver, supplements or amendments to the Loan Agreement, the Tax Compliance Agreement or this Indenture, the rights of the Issuer to receive documentation and to give and receive notices under the Loan Agreement, the Tax Compliance Agreement and this Indenture, and the rights of the Issuer to be held harmless, to be paid and reimbursed for its fees and expenses and to be indemnified under Sections 5.6, 5.8 and 5.11 of the Loan Agreement and Section 4.12 of the Tax Compliance Agreement, and to enforce such rights in its own name and for its own account and in its sole discretion to waive the same.

"Voluntary Prepayments" means all amounts received by the Bond Trustee by reason of the Borrowers' optional prepayment of the Loan pursuant to Section 7.1 or 7.2 of the Loan Agreement.

"Yield" means the yield on a series of Bonds, or on other obligations or investments, determined in accordance with the requirements of Section 148 of the Code and the Arbitrage Compliance Agreement.

Capitalized terms in this Indenture which are not defined in this Indenture shall have the meanings assigned to them in the Loan Agreement, unless the context clearly otherwise requires.

Section 102. Interpretation.

(a) This Indenture shall be interpreted in accordance with and governed by the laws of the State.

(b) References in this Indenture to any particular article, section or subdivision of this Indenture are to the designated article, section or subdivision of this Indenture as originally executed.

(c) All accounting terms not otherwise defined have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for shall be made in accordance with generally accepted accounting principles consistently applied.

(d) The Table of Contents and titles of articles and sections are for convenience of reference only and are not a part of this Indenture.

(e) Unless the context requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(g) Any opinion of counsel called for in this Indenture shall be a written opinion of such counsel.

(h) References to any Bonds as "tax exempt" or to the "tax-exempt status of a series of Bonds" are to the exclusion of interest from gross income of their Holders for federal income tax purposes, irrespective of such forms of taxation not based on gross income, including but not limited to the alternative minimum tax, environmental tax or branch profits tax on foreign corporations or other Permitted Tax Exceptions.

Article II.

The Bonds.

Section 201. Authorized Amount And Delivery Of Bonds.

There is established and created an issue of Bonds of the Issuer to be known and designated as "Mortgage Revenue Bonds (F.H.A. Insured Mortgage Loan -- Lakeview Towers Project)." There is established and created a series of those Bonds which are designated "City of Chicago, Illinois Mortgage Revenue Bonds, Series 1992 (F.H.A. Insured Mortgage Loan -- Lakeview Towers Project)." The Bonds shall be issued in the original aggregate principal amount of \$_____. The Bonds shall be issued as provided in this Indenture. Unless the Issuer shall otherwise direct, the Bonds of each series shall be numbered from R-1 upward, but the Bonds need not be numbered consecutively.

Section 202. Terms Of The Bonds.

(a) Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) Payment of both principal of and interest on the Bonds shall be made in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts. Payment of interest on the Bonds shall be made by (i) check or draft mailed to the address of the person entitled to such payment or (ii) at the written request of a holder of the Bonds in the principal amount of \$1,000,000 or more, by wire transfer in immediately available funds to the person entitled to such payment. For all payments of principal of and interest on the Bonds, the Bond Trustee shall

provide C.U.S.I.P. numbers to indicate the maturity of Bonds to which such payment corresponds.

(c) The Bonds shall be initially dated as of the Bond Closing Date and shall bear interest from such date payable semiannually on each Interest Payment Date. Subsequently issued Bonds will be dated as of the later of the Bond Closing Date or the most recent preceding Interest Payment Date to which interest has been paid, except that Bonds issued on an Interest Payment Date to which interest has been paid will be dated as of such Interest Payment Date. The Bonds initially shall be issued as fully registered bonds in denominations of \$5,000 or any integral multiple of \$5,000.

(d) The Bonds shall mature on _____ 1 and _____ 1 in the years and amounts as set forth as follows, subject to the redemption provisions set forth in Article III of this Indenture. The Bonds shall bear interest at the rates per year set forth below, such interest to accrue from the initial date of the Bonds, or, in the case of transfer or exchange, from the most recent Interest Payment Date to which interest has been paid or provided for under this Indenture. The Bonds shall bear interest at the rate of [eighteen percent (18%)] per annum on any overdue principal and redemption premium, if any, and (to the extent such interest shall be legally enforceable) on any overdue installment of interest until paid.

Maturity Date	Principal Amount	Interest Rate
_____ 1, 19____	\$ _____	_____ %
_____ 1, 20____	\$ _____	_____ %
_____ 1, 20____	\$ _____	_____ %

(e) The Bonds are to be in substantially the form set forth on (Sub)Exhibit A attached to this Indenture, with appropriate variations, omissions, and insertions as permitted or required by this Indenture.

(f) The person in whose name any Bond is registered at the Regular Record Date with respect to an Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such Interest Payment Date; provided, however, that, if and to the extent the interest due on any Interest

Payment Date shall be in default ("Defaulted Interest"), such Defaulted Interest shall be paid as provided in the next paragraph.

(g) Any Defaulted Interest shall immediately cease to be payable to the registered owner of such Bond on the relevant Regular Record Date, but shall be payable as provided below. The Bond Trustee shall make payment of any Defaulted Interest to the persons in whose names the Bonds are registered at the close of business of the Bond Trustee on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Bond Trustee shall determine the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, shall fix a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment, and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date for such proposed payment to be mailed, by certified or registered mail, postage prepaid, to each registered owner of such Bonds at his or her address as it appears in the registration books of the Bond Trustee not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date for such proposed payment having been mailed as stated above, such Defaulted Interest shall be paid to the persons in whose names the Bonds are registered on such Special Record Date.

(h) The Bonds shall be registered on the Bond Register to Kray & Co., the nominee for the Securities Depository, and beneficial owners shall not receive certificates representing their interests in the Bonds unless the Bond Trustee issues Certificated Bonds as provided in the next succeeding paragraph. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among the Participants and receive and transmit payments of principal of, and interest on, the Bonds until and unless the Bond Trustee authenticates and delivers Certificated Bonds. The Bond Trustee is authorized and directed to execute and deliver to the Securities Depository a Letter of Representation in substantially the form attached to this Indenture as (Sub)Exhibit C.

(i) If the Issuer determines: (i) that the Securities Depository is unable to properly discharge its responsibilities, or (ii) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system is no longer in the best interests of the beneficial owners of the Bonds, or (iv) if the Bond Trustee receives written notice from Participants having interests in not less than 50% of the principal amount of the Bonds as shown on the records of the Securities Depository to the effect that the continuation of a book-entry system to the exclusion of any bonds being issued in certificated form is not in the best interests of the beneficial owners of the Bonds then the Bond Trustee shall notify the Participants of such determination or such notice and of the availability of Certificated Bonds to owners requesting the same,

and the Bond Trustee shall, at the Issuer's expense (or at the Participants' expense in the event the Bond Trustee receives notice from the Participants under clause (iv)), authenticate and deliver Certificated Bonds to the beneficial owners or their nominees designated by the Participants in principal amounts representing the beneficial interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. Upon the issuance of Certificated Bonds, all references in this Indenture to Obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Trustee, to the extent applicable with respect to such Certificated Bonds. If the Securities Depository resigns and the Issuer, the Bond Trustee or a Participant is unable to locate a successor qualified to serve as Securities Depository in accordance with Section 711 of this Indenture, then the Bond Trustee shall, at the Issuer's expense and, subject to the provisions of Section 208 of this Indenture, authenticate and cause delivery of Certificated Bonds to the Participants for delivery to the beneficial owners of the Bonds.

Section 203. Limited Obligations.

The Bonds and the interest on them are limited obligations of the Issuer, payable solely from the Trust Estate, including without limitation, the Revenues pledged therefore in the Granting Clauses of this Indenture. The Bonds, together with redemption premium, if any, and interest on them, do not constitute an indebtedness, liability, general or moral obligation or a pledge of faith or loan of the credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provision. Neither the Issuer, the State nor any political subdivision of the Issuer or the State shall be obligated to pay the principal of, or redemption premium, if any, or interest on, the Bonds or other costs incident to the Bonds except from the Trust Estate, including the Revenues pledged and certain reserve funds established in connection with the Trust Estate. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision of the United States, the Issuer or the State is pledged to the payment of the principal of, redemption premium, if any, or interest on, the Bonds or other costs incident to the Bonds. The Bonds are not a debt of the United States of America, F.H.A. or any agency of the United States or F.H.A., and are not guaranteed by the United States of America or any agency of the United States. In the event interest on the Bonds shall become subject to federal income taxation, the Bonds are not subject to early redemption or acceleration as a result of such event, and neither the Issuer, the State nor any political subdivision of the Issuer or the State, shall have any liability for any loss, cost, damage, addition to tax or other expense suffered or incurred by the owner of any Bond.

Section 204. Execution.

The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk under the official seal (or a facsimile of the official seal) of the Issuer. Any facsimile signatures shall have the same force and effect as if its said officers had manually signed the Bonds. Any facsimile of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been manually impressed on the Bonds.

In case any officer whose facsimile signature appears on any Bonds shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery.

Section 205. Authentication.

Only such Bonds as shall have endorsed on them a certificate of authentication substantially in the form set forth in the form of Bond attached to this Indenture as (Sub)Exhibit A duly executed by the Bond Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Bond Trustee; and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Bond Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative of the Bond Trustee, but it shall not be necessary that the same person sign the certificates of authentication on all the Bonds.

Section 206. Delivery Of Bonds.

The following events and the events described in Section 402 of this Indenture shall all be deemed to occur simultaneously and unless all events occur, none shall be deemed to have occurred or be effective without the written waiver of the Bond Trustee and the Issuer. All the Bonds shall be executed by the Issuer for issuance under this Indenture and delivered to the Bond Trustee and upon such delivery shall be authenticated and delivered by the Bond Trustee to the Original Purchaser upon the order of the Issuer, but only upon receipt by the Bond Trustee of:

- (1) A copy, duly certified by the City Clerk of the Issuer, of the Bond Ordinance adopted by the Issuer authorizing the issuance of the Bonds and the execution and delivery of this Indenture, the Loan Agreement and certain related documents;

(2) Original executed counterparts of the Loan Agreement, this Indenture, the Issuer Regulatory Agreement, the Security Documents, the Arbitrage Compliance Agreement, the Tax Compliance Agreement, the initial Investment Agreement, the Mortgage Servicing Agreement and a financing statement naming the Issuer as debtor and the Bond Trustee as secured party and describing the collateral as the interest of the Issuer in the Loan Agreement (except for Unassigned Rights) and the Security Documents;

(3) A request of and authorization from the Issuer to the Bond Trustee to authenticate and deliver the Bonds to the Original Purchaser upon payment to the Bond Trustee, for the account of the Issuer, of a sum specified in such request and authorization plus accrued interest on the Bonds to the date of delivery. The proceeds of such payment shall be deposited as specified in Article IV of this Indenture;

(4) A written opinion of Schiff Hardin & Waite, Chicago, Illinois, Bond Counsel, as to the validity and federal tax exempt status of the Bonds.

(5) Original executed counterparts of the H.U.D. Regulatory Agreement, the Acquisition Agreement, and the related F.H.A. instruments, certificates and documents, executed and delivered by the Borrowers or the Bond Trustee, as F.H.A.-insured mortgagee, in connection with the Mortgage Insurance as required by the F.H.A. regulations;

(6) The original executed Note endorsed for Mortgage Insurance by F.H.A.;

(7) The cash and/or Letters of Credit required to be deposited with the Bond Trustee pursuant to Section 5.7 of the Loan Agreement;

(8) A mortgage title policy in the maximum amount obtainable, up to the principal amount of the Bonds, covering the Site and insuring the lien of the Bond Trustee, subject only to Permitted Encumbrances, together with certificates of insurance naming the Bond Trustee as an insured party with respect to the policies required by the Second Mortgage; and

(9) Such other certificates, documents and opinions as are required by the Bond Purchase Agreement, or as the Bond Trustee or Bond Counsel may reasonably require.

Section 207. Mutilated, Lost, Stolen Or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Bond Trustee may authenticate and deliver a new Bond in lieu of such mutilated, lost, stolen, or destroyed Bond of like date, number,

series, maturity and denomination as that mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Bond Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Bond Trustee evidence of such loss, theft or destruction satisfactory to it, together with indemnity satisfactory to the Issuer and the Bond Trustee. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Bond Trustee may pay the same without surrender of such Bond. The Bond Trustee may charge the registered owner of such Bonds, with its reasonable fees and expenses for such service.

Section 208. Transfer And Exchange Of Bonds; Persons Treated As Beneficiaries.

The Issuer shall cause books for the registration and for the transfer of the Bonds to be kept by the Bond Trustee as provided in this Indenture. Any Bond may be transferred only upon an assignment duly executed by the Holder or the Holder's attorney duly authorized in writing in such form as shall be satisfactory to the Bond Trustee, such transfer to be made on such books and endorsed on such Bond by the Bond Trustee. The principal of and redemption premium, if any, and interest on any Bond shall be payable only to or upon the order of the Holder or the Holder's legal representative.

Upon surrender for transfer of any fully registered Bond at the office of the Bond Trustee with a written instrument of transfer satisfactory to the Bond Trustee, duly executed by the registered Holder or the Holder's duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the Issuer shall execute and the Bond Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more fully registered Bonds, in denominations of \$5,000 or any integral multiple of \$5,000, which equal in aggregate principal amount the amount of the Bond surrendered for transfer, and having the same Stated Maturity and interest rate.

Upon surrender for exchange of any fully registered Bond at the office of the Bond Trustee, Bonds may be exchanged for one or more fully registered Bonds, in denominations of \$5,000 or any integral multiple of \$5,000 which equal in aggregate principal amount the amount of the Bond surrendered for exchange and having the same Stated Maturity and interest rate. Whenever any Bonds are so surrendered for exchange, the appropriate officials of the Issuer shall execute, and the Bond Trustee shall authenticate and deliver, the Bonds which the Bondholder making the exchange is entitled to receive.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Bond Trustee shall deliver Bonds in accordance with the provisions of this Indenture. For every

such exchange or transfer of Bonds, whether temporary or definitive, the Issuer or the Bond Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provision of this Indenture, the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Issuer or the Bond Trustee incurred in connection with such exchange or transfer (except any applicable tax, fee or other governmental charge) shall be paid by the Borrowers pursuant to the Loan Agreement. The Bond Trustee shall not be required (a) to issue, transfer, or exchange any Bond for a period of fifteen (15) days next preceding any Interest Payment Date relating to that Bond, or (b) to issue, transfer, or exchange any Bond during a period beginning at the opening of business fifteen (15) days before any selection under Section 301 of this Indenture of Bonds of that maturity for redemption and ending at the close of business on the day of the first mailing of the relevant notice of redemption or (c) to transfer or exchange any Bonds selected for redemption in whole or in part.

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

Section 209. Destruction Of Bonds.

Whenever any Outstanding Bond shall be delivered to the Bond Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount and interest represented by such Bond, or for replacement pursuant to Section 202(h) above, such Bond shall be promptly canceled and cremated or otherwise destroyed by the Bond Trustee, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Bond Trustee to the Issuer.

Section 210. Temporary Bonds.

Until Bonds in definitive form are ready for delivery, the Issuer may execute, and upon the request of the Issuer, the Bond Trustee shall authenticate and deliver, subject to the provisions, limitations and conditions set forth above, one or more Bonds in temporary form, whether printed, typewritten, lithographed, or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations, and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien

and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute, and deliver to the Bond Trustee, and the Bond Trustee shall authenticate and deliver, in exchange for such Bond or Bonds, a Bond or Bonds in definitive form. Such exchange shall be made by the Bond Trustee without making any charge to the Holder of such Bond in temporary form.

Article III.

Redemption Of Bonds Prior To Maturity.

Section 301. Redemption Dates And Prices.

(a) Optional Redemption Bonds maturing on or after ____ 1, 20 ____ are subject to optional redemption in whole on any date, or in part, on any Interest Payment Date, on or after ____ 1, 20 ____, and, if in part, on a pro rata basis based on the outstanding aggregate principal amount of each maturity as nearly as possible and by lot within each maturity as provided in Section 303 of this Indenture, if and to the extent the Borrowers prepay the Note under Section 7.1 of the Agreement. Any such optional redemption shall occur on the earliest practicable Business Day for which proper notice of redemption can be given following such prepayment by the Borrowers at a redemption price equal to their principal amount with accrued interest to the redemption date, plus a premium equal to the stated percentage of the principal amount as set forth below:

Redemption Dates	Redemption Premium
____ 1, 20 ____ through ____ , 20 ____	2%
____ 1, 20 ____ through ____ , 20 ____	1%
____ 1, 20 ____ and thereafter	0%

(b) Scheduled Mandatory Redemption.

(1) The Bonds due ____ 1, 20 ____, ____ 1, 20 ____, and 1, 20 ____, are required to be redeemed prior to maturity by operation of a sinking fund commencing on ____ 1, 20 ____, ____ 1, 20 ____, and ____ 1, 20 ____ respectively, and on each Interest Payment Date thereafter at a redemption price equal to the principal

amount thereof plus accrued interest in the principal amounts indicated below:

Bonds Due _____ 1, 20 ____

Date	Principal Amount	Date	Principal Amount

Bonds Due _____ 1, 20 ____

Date	Principal Amount	Date	Principal Amount

Bonds Due _____ 1, 20 ____

Date	Principal Amount	Date	Principal Amount

(2) Amounts of annual sinking fund installments shown on the table above (the "Sinking Fund Installments") due on the dates shown on the table above (the "Sinking Fund Installment Dates") are subject to reduction as a result of redemptions prior to maturity. To the extent that Bonds of a particular maturity have been previously called for redemption pursuant to subparagraphs (a), (c) or (d) of this Section 301, Sinking Fund Installments of that maturity will be reduced pro rata based on the aggregate principal amount of the respective Sinking Fund Installments as nearly as possible.

(3) As soon as practicable after the fortieth (40th) and before the thirtieth (30th) day prior to each Sinking Fund Installment Date, the Bond Trustee shall proceed to select for redemption (by lot in accordance with Section 303 of this Indenture) from all Outstanding Term Bonds subject to mandatory redemption a principal amount of such Term Bonds, equal to the aggregate principal amount of such Term Bonds redeemable with the required Sinking Fund Installment (after providing for the reduction, if any, set forth above), and shall call such Term Bonds or portions of such Term Bonds for redemption on such Sinking Fund Installment Date and give notice of such call.

(c) Mandatory Redemption From Unused Proceeds. The Bonds are required to be redeemed in whole or in part from unused proceeds on deposit in the Acquisition Fund which are transferred to the Bond Fund pursuant to Section 404 of this Indenture, at a redemption price of par plus accrued interest. The Bonds shall be redeemed in a principal amount as near as

practicable to the amount transferred from the Acquisition Fund and shall be selected on a pro rata basis based on the original aggregate principal amount of each maturity as nearly as possible and by lot within each maturity as provided in Section 303 of this Indenture.

(d) Extraordinary Mandatory Redemption From Certain Amounts Received by the Bond Trustee From F.H.A. Mortgage Proceeds or Upon Damage, Destruction or Condemnation. The Bonds are subject to extraordinary mandatory redemption (i) if F.H.A. Mortgage Insurance proceeds are payable to the Bond Trustee or (ii) in the event the Project or any portion of it is damaged or destroyed or is taken in a condemnation proceeding, but only to the extent required by Section 305 of this Indenture. If so called for redemption, the Bonds shall be redeemed by the Issuer on the first day of the first calendar month for which proper notice of redemption can be given, in whole or in part, on a pro rata basis based on the outstanding aggregate principal amount of each maturity as nearly as possible and by lot within each maturity as provided in Section 303 of this Indenture, at a redemption price equal to their principal amount, without premium, plus accrued interest to the redemption date.

Section 302. Notice Of Redemption.

Notice of the intended redemption of the Bonds shall be given by mail to the Holder of each Bond to be redeemed at the address of such Holder shown on the Bond Register. All such redemption notices shall be given not less than 30 days nor more than 60 days prior to the date fixed for redemption. Each notice shall specify the complete name (including C.U.S.I.P. number) and the numbers (specifying, for partial redemptions, the principal amount to be redeemed with respect to each such number) of the Bonds to be redeemed, the redemption date, the redemption price, and the place or places where amounts due upon such redemption will be payable and shall give a telephone number and name of a person at the Bond Trustee who may be contacted regarding the redemption. Such notice shall further state that payment of the applicable redemption price plus accrued interest to the date fixed for redemption will be made upon presentation and surrender of the Bonds. Holders of more than \$1,000,000 principal amount of the Bonds may request in writing that an additional notice of redemption be sent to an address other than the address reflected on the Bond Trustee's record books.

Notice of the intended redemption of the Bonds shall also be sent to national information services then disseminating information with respect to redemption notices and to institutions then registered as securities depositories under the Securities Exchange Act of 1934.

Failure to give notice by mailing a notice to the Holder of any Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond.

Notice of redemption having been given in the manner provided above, and money sufficient for the redemption being held by the Bond Trustee for that purpose, the Bonds so called for redemption shall become due and payable on the redemption date, and interest thereon shall cease to accrue; and the Holders of the Bonds so called for redemption shall thereafter no longer have any security or benefit under this Indenture except to receive payment of the redemption price for such Bonds.

A second notice of redemption shall be sent by first class certified mail, return receipt requested, to any holder of Bonds to be redeemed who has not presented Bonds for redemption 60 days after the redemption date.

Until certificated Bonds are issued, the Securities Depository shall be the sole Holder of the Bonds and, accordingly, shall be notified of any redemption of the Bonds in accordance with this Section 302. The Securities Depository shall, in turn, notify the Participants of such redemption. It is expected that the Participants, in turn, will notify or cause to be notified the beneficial owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a Participant nominee of a beneficial owner of a Bond (having received notice from the Bond Trustee, a Participant or otherwise), to notify the beneficial owner of the Bond so affected shall not affect the validity of the redemption of such Bond.

In the event of the partial redemption of a Bond, if the Securities Depository may elect not to surrender such Bond (except in the case of the final maturity of any Bond, in which case the Bond shall be presented to the Bond Trustee prior to payment thereon), provided that it shall make an appropriate notation on the Bond indicating the date and amounts of the reduction in the principal amount of such Bond.

Section 303. Redemption Payments; Redemption Denominations.

At least thirty (30) days prior to the date fixed for redemption, funds shall be deposited with the Bond Trustee to pay, and the Bond Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions of the Bonds called, together with accrued interest on such Bonds to the redemption date and any required premium (except that moneys to pay Sinking Fund Installments of Bonds pursuant to Section 301(b) shall be deposited in the Bond Fund in the same manner and at the same intervals as moneys to be used to pay principal of Bonds). Upon the giving of notice for redemption in accordance with Section 302, the Bonds or portions of the Bonds called for redemption shall become due and payable on the redemption date at the redemption price, and (if the moneys necessary to effect such redemption date are on deposit with the Bond Trustee and are available for that purpose) shall cease to bear interest from and after the redemption date and to be entitled to any benefit or security under this Indenture, and their Holders shall have no rights in respect of such Bonds or

portions of such Bonds except the right to receive payment of the redemption price of such Bonds including interest accrued to the redemption date. If funds sufficient to pay any Bond or portion of such Bond called for redemption shall not be on deposit with the Bond Trustee and available to pay any such Bond or portion of it at the redemption date, such Bond shall continue to bear interest until such funds are so deposited with the Bond Trustee.

In the event of a redemption of less than all the Bonds of a particular maturity, the Bond Trustee shall assign to each outstanding Bond denominated in an amount greater than \$5,000 a distinctive number for each \$5,000 portion of such Bond so as to distinguish each \$5,000 portion from each other portion of such Bond. The Bond Trustee shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If less than all of any Bond shall be so redeemed, the Bond Trustee shall authenticate and deliver one or more fully registered Bonds of the same series, in denominations of \$5,000 or any integral multiple of \$5,000, which equal in aggregate principal amount the amount of the Bond not so redeemed (unless the aggregate principal amount of such Bond not so redeemed is less than \$5,000, in which event the Bond Trustee shall authenticate and deliver a new Bond having a denomination equal to the denomination of the amount of the Bond not so redeemed).

Section 304. Cancellation.

Except as provided in Section 302 of this Indenture, all Bonds which shall have been redeemed shall be cancelled and destroyed by the Bond Trustee and shall not be reissued and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Bond Trustee to the Issuer.

Section 305. Damage, Destruction Or Condemnation.

If, as a result of fire or other casualty, the Project, or any part of the Project, is damaged or destroyed, or the Project, or any part of the Project, shall be condemned or acquired for public use, the Bond Trustee, as mortgagee of record, shall within sixty (60) days after receiving written notice of such damage, destruction or condemnation, and after written notice to the Borrowers, F.H.A. and the Issuer, select one of the two courses of action set forth below, and shall select Alternative A if the conditions set forth in Alternative A are satisfied:

(a) Alternative A -- Repair and Restoration. If the Project can be repaired or restored to substantially the same condition as existed prior to the event causing such damage or destruction, or the effect of the condemnation can be relieved so that the status of the Project will be restored to substantially the same status as existed prior to such condemnation, without, in either case, jeopardizing repayment of the principal of, and interest on, the Bonds, all in accordance with the opinion of an expert or experts selected as referred to below, then, upon receipt by the Bond Trustee of any required written consent of F.H.A., the Borrowers may so repair and restore the Project and the Borrowers may request, and the Bond Trustee shall apply, the Net Proceeds of any insurance relating to such damage, destruction or condemnation, or any condemnation award, and such Borrowers' Equity as the Borrowers may elect to deposit with the Trustee to the payment or the reimbursement of the costs of such repair or restoration. The Bond Trustee may rely on the advice of architects and engineers selected by the Borrowers and reasonably acceptable to the Bond Trustee, and on the advice of accountants, financial consultants, attorneys and other experts reasonably selected by it, in the foregoing matters.

(b) Alternative B -- Prepayment of Note; Redemption of Bonds. If the conditions for selection of Alternative A are not satisfied, the Bond Trustee shall apply such Net Proceeds to the reduction of indebtedness under the Note. In such event, the Bond Trustee shall deposit such Net Proceeds in the Bond Fund and apply such moneys to the redemption of Bonds in accordance with Section 301 of this Indenture and the form of Bond attached to this Indenture as (Sub)Exhibit A.

Article IV.

Funds; Investments.

Section 401. Establishment Of Funds.

The following funds shall be established and maintained by the Bond Trustee under this Indenture for the benefit of the Bonds:

- (a) Acquisition Fund;
- (b) Bond Fund;
- (c) Debt Service Reserve Fund;
- (d) Mortgage Reserve Fund;

- (e) Expense Fund;
- (f) Costs of Issuance Fund;
- (g) Rebate Fund;
- (h) Escrow Deposit Fund; and
- (i) Surplus Fund.

Section 402. Application Of Bond Proceeds.

(a) The proceeds derived from the sale of the Bonds shall immediately be deposited as follows:

(i) an amount equal to \$_____ shall be deposited in the Acquisition Fund;

(ii) an amount equal to accrued interest on the Bonds shall be deposited in the Bond Fund;

(iii) an amount equal to \$_____ shall be deposited in the Debt Service Reserve Fund;

(iv) an amount equal to \$_____ shall be deposited in the Mortgage Reserve Fund;

(v) an amount equal to \$_____ shall be deposited in the Expense Fund;

(vi) an amount equal to \$_____ shall be deposited in the Costs of Issuance Fund; and

(vii) an amount equal to \$_____ shall be deposited in the Escrow Deposit Fund to be transferred to the Mortgage Servicer in accordance with Section 409 of this Indenture to be used to make payments to maintain the Mortgage Insurance or payments required by the Loan Agreement in connection with ground rents, taxes or payments in lieu of such payments, assessments, water rents, sewer rents, fire or other property insurance, replacement or operating reserves or other like payments outstanding to be escrowed pending their application.

(b) The Borrowers' Equity of \$_____ deposited with the Bond Trustee on the Bond Closing Date shall immediately upon receipt be deposited in the Costs of Issuance Fund.

(c) The Issuer's Contribution in the amount of \$_____ shall be deposited with the Bond Trustee on the Bond Closing Date and shall immediately upon receipt be deposited as follows:

(i) \$_____ shall be deposited in the Mortgage Reserve Fund; and

(ii) \$_____ shall be deposited in the Debt Service Reserve Fund.

Section 403. Payments On Note; Mortgage Insurance Benefits.

(a) All payments of principal and interest received with respect to the Loan shall be deposited as follows: (i) to the Mortgage Reserve Fund or Debt Service Reserve Fund to the extent necessary to restore the amounts in such Fund to the Mortgage Reserve Requirement and the Debt Service Reserve Requirement, respectively; and (ii) to the Bond Fund.

(b) Payments with respect to a claim for Mortgage Insurance benefits with respect to the Loan and other Recoveries of Principal shall be promptly deposited in the Bond Fund and used to redeem the Bonds as provided in, and subject to the terms of, this Indenture as promptly as possible after receipt.

Section 404. Acquisition Fund.

The Bond Trustee shall deposit to the Acquisition Fund the amount specified in Section 402 of this Indenture. The amount so deposited shall be applied to the payment of the Costs of Acquisition of the Project upon receipt from time to time of a written order of a Borrower's Representative. Any amount remaining in the Acquisition Fund three years after the Bond Closing Date shall be transferred to the Bond Fund and used to redeem Bonds as provided in this Indenture as promptly as possible after receipt.

Section 405. Bond Fund.

(a) The Bond Trustee shall deposit to the Bond Fund the amounts specified in Sections 402, 403 and 404 of this Indenture and all interest, profit or other income from the investment of amounts in the Debt Service Reserve Fund and Mortgage Reserve Fund to the extent provided under Section 406 of this Indenture.

(b) On the first day of each month, the Bond Trustee shall apply amounts on deposit in the Bond Fund as follows:

(i) It shall retain in the Bond Fund an amount equal to one sixth of the aggregate amount of the principal and interest due on the next _____ 1 or _____ 1 to pay principal of, redemption premium, if any, and interest on the Bonds on such date;

(ii) It shall transfer to the Expense Fund an amount equal to one twelfth of the Expense Requirement for that Bond Year, to be applied as provided in Section 407 of this Indenture; and

(iii) It shall transfer all other amounts to the Surplus Fund.

(c) If on any Interest Payment Date or Principal Payment Date with respect to the Bonds the amount in the Bond Fund is insufficient to pay the principal of and interest then due on the Bonds, the Bond Trustee shall transfer funds to the Bond Fund first from the Mortgage Reserve Fund and second from the Debt Service Reserve Fund in accordance with Section 406 of this Indenture sufficient, together with funds then in the Bond Fund, to provide for such payment.

(d) Upon payment of the Bonds at maturity or upon earlier redemption, all amounts remaining in the Bond Fund shall be transferred to the Debt Service Reserve Fund.

Section 406. Mortgage Reserve Fund And Debt Service Reserve Fund; Letter Of Credit.

(a) The Bond Trustee shall deposit to the Mortgage Reserve Fund and Debt Service Reserve Fund the amounts specified in Section 402 of this Indenture, including the cash and/or Letter of Credit required to be deposited by the Borrowers or the Issuer with the Bond Trustee pursuant to that Section 402 and Section 5.7 of the Loan Agreement necessary to make the amount on deposit in the Mortgage Reserve Fund equal to the Mortgage Reserve Requirement. The Bond Trustee shall, on each Interest Payment Date, transfer from the Mortgage Reserve Fund and Debt Service Reserve Fund an amount equal to interest earnings on the amounts on deposit in such Funds (but not exceeding an amount equal to the interest that would have been earned on the amount on deposit in such accounts if invested at a rate equal to the Yield on the Bonds) and deposit such amount in the Bond Fund and shall transfer any earnings in excess of the interest that would have been earned on the amount on deposit in such Funds if invested at a rate equal to Yield on the Bonds to the Rebate Fund.

(b) If on any Interest Payment Date the amount in the Bond Fund after making all other required deposits in such Fund is insufficient to pay the principal of and interest then due on the Bonds, then an amount shall be withdrawn first from the Mortgage Reserve Fund and second from the Debt Service Reserve Fund and deposited in the Bond Fund sufficient, together with the funds then in the Bond Fund, to provide for such payment; provided, however, that any such withdrawal from (i) the Mortgage Reserve Fund shall not reduce the amount in the Mortgage Reserve Fund to an amount less than the Mortgage Reserve Requirement, or (ii) the Debt Service Reserve Fund shall not reduce the amount in the Debt Service Reserve Fund to an amount less than the Debt Service Reserve Requirement, unless, in either case, the Bond Trustee shall immediately notify F.H.A. in writing of any default under the Note. Upon giving notice, the Bond Trustee is required concurrently to use all remedies and procedures then available to obtain Mortgage Insurance benefits and thereafter to cause to be pursued diligently any claim for Mortgage Insurance benefits.

(c) If any of the following shall occur, the Bond Trustee immediately shall draw on the Letter of Credit deposited in the Mortgage Reserve Fund pursuant to Section 5.7 of the Loan Agreement in the full principal amount of such Letter of Credit:

(i) the Bond Trustee shall assign the Loan to F.H.A. for collection of Mortgage Insurance benefits,

(ii) such Letter of Credit by its terms will expire within the next succeeding thirty (30) days and is not extended, renewed or replaced by one or more replacement Letters of Credit satisfying the requirements set forth in Section 5.7 of the Loan Agreement, or

(iii) the Bond Trustee shall fail to receive a replacement Letter of Credit meeting the requirements set forth in this Loan Agreement as provided in Section 5.7 of the Loan Agreement.

The depositor of any Letter of Credit which has been drawn upon shall have the right to replace cash proceeds of such Letter of Credit if not expended, or required to be expended, by depositing a new Letter of Credit satisfying the requirements of Section 5.7 of the Loan Agreement; provided that no default exists under the Second Mortgage and the Second Mortgage has not been or is not in the process of being assigned to F.H.A.. If the Bond Trustee so draws on the Letter of Credit, it shall hold the proceeds of such Letter of Credit for the purposes specified in the Loan Agreement and in this Indenture.

(d) When all the Bonds have been redeemed or paid upon final maturity, the amounts, if any, in the Mortgage Reserve Fund and Debt Service

Reserve Fund shall be paid to the Borrowers, and the Letter of Credit shall be returned to the depositor of such Letter of Credit.

Section 407. Expense Fund.

The Bond Trustee shall deposit to the Expense Fund the amounts specified under Section 405 of this Indenture. Such amounts shall be used to pay the Expense Requirement as the same shall become due, and shall not be pledged to the Trustee for purposes of paying debt service on the Bonds.

Section 408. Costs Of Issuance Fund.

The Bond Trustee shall deposit to the Costs of Issuance Fund the amount specified in Section 402 of this Indenture. The amount so deposited shall be applied to the payment of the Costs of Issuance approved in writing by the Issuer and the Beneficiary. Any amount remaining in the Costs of Issuance Fund six months after the Bond Closing Date shall be transferred to the Bond Fund.

Section 409. Escrow Deposit Fund.

All amounts of Bond Proceeds received by the Bond Trustee on the Bond Closing Date to be applied as Escrow Payments shall be deposited as promptly as possible in an escrow account maintained by the Mortgage Servicer (which account may, but need not, be maintained with the Trustee), but shall not be deemed Pledged Receipts. If at any time after the Bond Closing Date there shall be no Mortgage Servicer, then all Escrow Payments shall be made to the Bond Trustee, which shall deposit the Escrow Payments in the Escrow Deposit Fund to be used to make payments to maintain the Mortgage Insurance or to make payments required by the Loan Agreement in connection with ground rents, taxes or payments in lieu of such payments, assessments, water rents, sewer rents, fire or other property insurance, replacement or operating reserves or other like payment. Escrow Payments may be set aside and held subject to the terms of the Second Mortgage and of any agreement between the Bond Trustee and the Land Trustee and/or the Beneficiary or F.H.A. relating to the Loan. All Escrow Payments and all Revenues and other payments received and held by the Bond Trustee with respect to the Loan shall be separately identified, and shall not be pledged to the Trustee for purposes of paying debt service on the Bonds.

Section 410. Rebate Fund.

(a) No later than _____ 1 of each fifth year commencing on _____ 1, 1997, the Bond Trustee, in accordance with the provisions of the Arbitrage Compliance Agreement, shall cause an appropriate

accounting to be prepared of the amount of Excess Earnings, for the relevant period (the "Calculation Period") and shall transfer from the Bond Fund (to the extent moneys are available therefor in the Bond Fund and other legally available funds are not transferred to the Rebate Fund) to the Rebate Fund such amount, if any, as is needed to cause the aggregate amount transferred to the Rebate Fund with respect to the Calculation Period to be equal to the amount of Excess Earnings for the Calculation Period.

(b) All amounts in the Rebate Fund shall be used and withdrawn by the Bond Trustee solely for the purposes set forth in this the Arbitrage Compliance Agreement. If the amount in the Rebate Fund is for any reason insufficient to pay to the United States the amounts due as calculated pursuant to subparagraph (a) above, the Bond Trustee shall immediately give telephone notification followed as soon as possible by written notification to the Issuer, the Borrowers and the Original Purchaser of the deficiency and shall transfer to the Rebate Fund an amount equal to such deficiency by withdrawing said amount from the following Funds or other sources in the following order of priority, regardless of any other claim on such Funds established pursuant to the Indenture: (i) the Bond Fund; (ii) the Mortgage Reserve Fund; (iii) the Debt Service Reserve Fund; or (iv) any other source of legally available funds.

Section 411. Surplus Fund.

The Bond Trustee shall deposit to the Surplus Fund the amounts specified under Section 405 of this Indenture. Amounts on deposit in the Surplus Fund shall be used to cure any cumulative deficiencies in any of the above Funds or Accounts. Moneys in this Fund shall be disbursed by the Bond Trustee to remedy any deficiency in any Fund in the following order of priority: the Bond Fund, the Debt Service Reserve Fund, the Mortgage Reserve Fund, the Expense Fund, the Rebate Fund and the Escrow Deposit Fund. So long as no Event of Default has occurred and is continuing, any balances in the Surplus Fund which are not required for any foregoing purposes shall be paid to the Borrowers on each _____ 1 and _____ 1 to be applied for its charitable purposes; provided, however, that prior to any such disbursement, the Borrowers shall deliver to the Bond Trustee a certificate of the Borrowers Representative demonstrating [financial coverage test to come from Lazard Freres & Co.].

Section 412. Moneys Held In Trust.

The funds created under this Indenture for the benefit of the Bonds shall be held in trust by the Bond Trustee. The Issuer hereby authorizes and directs the Bond Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Bond Trustee hereby accepts.

Section 413. Nonpresentment Of Bonds.

In the event any Bonds shall not be presented for payment when the principal of such Bonds becomes due, either at maturity or at the date fixed for their redemption or otherwise, any moneys deposited with the Bond Trustee for the benefit of the holder of such Bonds, and remaining unclaimed for the longer of one year after final payment of the Bonds or 5 years after such principal or interest has become due and payable, shall be paid to the Borrowers upon written request of the Borrowers; and all liability of the Bond Trustee to such holder for the payment of such Bond shall immediately cease, determine and be completely discharged; provided, however, that the Bond Trustee, before being required to make any such repayment to the Issuer, may at the expense of the Borrowers cause to be published once in a financial newspaper or journal of general circulation in New York, New York, notice that such moneys remain unclaimed and that, after a date specified in such notice, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such moneys then remaining will be repaid to the Issuer. The obligation of the Bond Trustee under this Section 411 to pay any such funds to the Borrowers shall be subject to any provisions of law applicable to the Bond Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 414. Investment Of Funds.

Any moneys held as part of any fund created in this Article IV (other than the Rebate Fund, the Expense Fund and the Escrow Deposit Fund) shall be invested by the Bond Trustee as directed in writing by the Borrowers in Qualified Investments. The investments so made shall be held by the Bond Trustee and shall be deemed at all times to be a part of the fund in which such moneys were held, provided that for purposes of investment, moneys held in any of the funds established under this Indenture may be commingled. The Bond Trustee may act as principal or agent in the making or disposing of any investment. The Bond Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund shall be insufficient to cover a proper disbursement therefrom. In computing the amount in any Fund held under the provisions of this Indenture, investments of moneys therein shall be valued at the lower of cost or market value; provided that any moneys invested under an Investment Agreement shall be valued at the face value of such Investment Agreement and provided, further, that in the valuation of any such investments credit shall be given for accrued interest on such investments. Where market prices for investments held under this Indenture are not readily available, the market price for such investments may be determined in such manner as the Bond Trustee deems reasonable.

*Article V.**General Covenants And Representations.***Section 501. Payment Of Principal, Redemption Premium, If Any And Interest.**

The Issuer shall promptly pay, but only out of Revenues and other assets specified in this Indenture, the principal of, redemption premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided in this Indenture and in the Bonds, according to their true intent and meaning, but solely from the amounts pledged for such payment which are from time to time held by the Bond Trustee in the various funds created under this Indenture. The principal of, redemption premium, if any, and interest on the Bonds are payable solely from the amounts to be paid under the Loan Agreement and otherwise as provided in this Indenture and in the Loan Agreement, which amounts are specifically pledged for such payment in the manner and to the extent specified, and nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer. No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future member, officer, agent or employee of the Issuer or member of the City Council of the Issuer, or any incorporator, or any member, officer, employee, or agent of the Issuer, either directly or through the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, or agent as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of the Bonds.

The Bonds are not general obligations of the Issuer, and do not now and shall never constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision of the Issuer or the State, within the purview of any constitutional limitation or statutory provision, or a charge against the general credit or taxing powers, if any, of any of them.

Section 502. Performance Of Covenant; Issuer.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Indenture and in the Loan Agreement, in any and every Bond executed, authenticated, and delivered under this Indenture and in all of its proceedings pertaining to it. The Issuer covenants that it is duly authorized

under the Constitution and laws of the State to issue the Bonds authorized by this Indenture and to execute this Indenture, to assign the Loan Agreement and to pledge the amounts to be paid under the Loan Agreement and other amounts pledged in the manner and to the extent set forth in this Indenture, that all action on its part for the issuance of the Bonds issued under this Indenture and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of their Holders are and will be valid and enforceable limited obligations of the Issuer according to their terms and this Indenture.

Section 503. Instruments Of Further Assurance.

The Bond Trustee shall defend its title to the Second Mortgage and Note for the benefit of the registered owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause the Borrowers to do, execute, acknowledge and deliver, such indentures supplemental to this Indenture, and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Bond Trustee all its interest in the property described in this Indenture and the Revenues and other amounts pledged by to the payment of the principal of, redemption premium, if any, and interest on the Bonds, provided that this covenant shall not result in the Issuer incurring any cost as a result thereof. Any and all interest in property acquired as of the date of this Indenture which is of any kind or nature provided in this Indenture to be and become subject to the lien of this Indenture shall and without any further conveyance, assignment or act on the part of the Issuer or the Bond Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described in this Indenture, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this Section 503.

Section 504. Recording And Filing.

The Bond Trustee covenants that it will cause all financing statements (other than the initial financing statement) related to this Indenture and all supplements to it, and the Loan Agreement and all supplements to it, delivered to the Bond Trustee in accordance with the provisions of Section 5.15 of the Loan Agreement as well as such other security agreements, financing statements, and all supplements to them and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Holders of the Bonds and the rights of the Bond Trustee under this Indenture, and to take or cause to be taken any and all other action necessary to perfect the security interest created by this Indenture.

Section 505. Inspection Of Project Books.

The Bond Trustee shall open all its books and documents relating to the Project at all reasonable times to inspection by such accountants or other agents as the Issuer may from time to time reasonably designate.

Section 506. No Modification Of Security; Additional Indebtedness.

The Issuer shall not, without the written consent of the Bond Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel, any agreement which relates to or affects the security for the Bonds. The Issuer shall not incur any additional indebtedness prior to or on a parity with the Bonds and secured in whole or in part by the Trust Estate.

Section 507. Reports.

The Bond Trustee shall promptly furnish to the Original Purchaser and S. & P. such reports as they may reasonably request in writing for the purpose of reviewing the rating of the Bonds.

Section 508. Tax Covenants.

(a) The Issuer shall not use the proceeds of the Bonds, directly or indirectly, to acquire any nonpurpose investment (as defined by Treasury Regulation), and shall not take or permit to be taken any other action, which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or any successor provision, or which would otherwise cause interest on the Bonds to be included in gross income for purposes of federal income taxation. The Issuer shall at all times comply with the terms of the Arbitrage Compliance Agreement in order to assure that interest paid by the Issuer on the Bonds shall, for the purposes of federal income taxation, be excludable from the gross income of the owners thereof under the Code.

(b) The Bond Trustee covenants with the registered owners of the Bonds to perform its obligations under the Arbitrage Compliance Agreement and the Tax Compliance Agreement and in connection with the Tax Compliance Agreement to enforce all obligations of the Land Trustee and the Beneficiary under the Arbitrage Compliance Agreement and the Tax Compliance Agreement and, to the extent provided in the Tax Compliance Agreement, to seek to obtain correction of any violation of the Tax Compliance Agreement within a reasonable period after any such violation is first discovered.

Section 509. Rights Under Agreement.

The Loan Agreement, a duly executed counterpart of which has been filed with the Bond Trustee, sets forth the covenants and obligations of the Issuer, the Bond Trustee, as assignee of the Issuer, and the Borrowers, including provisions that, subsequent to the issuance of Bonds and prior to their payment in full or provision for payment of the Bonds in accordance with the provisions of this Indenture, the Loan Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Bond Trustee; and reference is made to the Loan Agreement for a detailed statement of those covenants and obligations of the Borrowers; and the Issuer agrees that the Bond Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrowers under and pursuant to the Loan Agreement for and on behalf of the Holders, whether or not the Issuer is in default under this Indenture.

Article VI.

Default Provisions And Remedies Of Bond Trustee And Bondholders.

Section 601. Events Of Default.

Each of the following shall be an "Event of Default":

(a) default in the due and punctual payment of any interest on any Bond; or

(b) default in the due and punctual payment of the principal of, or redemption premium, if any, on any Bond whether at the stated maturity of such Bonds, or on proceedings for redemption of such Bond, or on the maturity of such Bond by declaration; and

(c) failure by the Borrowers, (i) to pay when due any amounts required to be paid in accordance with Section 4.2(a) or Section 4.2(b) of the Loan Agreement or to deposit Recoveries of Principal with the Bond Trustee as required by Section 4.2(c) of the Loan Agreement under the Second Mortgage or the Note, unless such default is cured within the period specified in the Second Mortgage or the Note, or (ii) to perform any other covenant under the provisions of the F.H.A. Documents if the Bond Trustee, because of such failure, has accelerated the debt evidenced by the Note; or

(d) A default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Indenture or in the Bonds and failure to remedy the same after notice of such default has been given and expiration of the cure period provided in this Indenture or the Bonds; or

(e) The occurrence of an "Event of Default" under the Loan Agreement (other than such an "Event of Default" arising solely from the occurrence of an event described in subparagraph (c) above); or

(f) The occurrence of a default under any of the Security Documents.

The Bond Trustee shall give written notice to H.U.D. of the occurrence of any such Event of Default within ten (10) days after the Bond Trustee has written notice or knowledge of such Event of Default.

Section 602. Acceleration.

Upon the occurrence of an Event of Default under Section 601(a) or 601(b) of this Indenture, the Bond Trustee may, and shall, at the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding, declare the principal of all Outstanding Bonds and the interest accrued on all Outstanding Bonds immediately due and payable, and such principal and interest shall become and be immediately due and payable. Other than as provided in the preceding sentence, neither the Bond Trustee nor the Holders of the Bonds may declare the principal of all Outstanding Bonds immediately due and payable unless the Bond Trustee has on deposit in the Bond Fund sufficient moneys to pay the total amount of such principal and interest, provided, however, that the Bond Trustee shall declare the principal of all Outstanding Bonds immediately due and payable if directed to do so by the Holders of one hundred percent (100%) in aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, neither the Bond Trustee nor the Holders of the Bonds may declare the principal of all Outstanding Bonds immediately due and payable solely as a result of the occurrence of an Event of Default described in Section 601(c) above. Upon any declaration of acceleration under this Indenture, the Bond Trustee on behalf of the Issuer shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable.

This provision is subject, however, to the condition that if at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered as provided below, there shall be paid or deposited with the Bond Trustee a sum sufficient to pay all principal of the Bonds matured prior to such declaration and all matured installments of interest

(if any) upon all the Bonds, with interest at the rate borne by the Bonds on such overdue principal and redemption premium, if any, and (to the extent legally enforceable) on such overdue installments of interest, and the reasonable expenses of the Mortgage Servicer, the Bond Trustee and the Issuer (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured or, adequate provisions shall have been made therefor, then and in every case, the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding, by written notice to the Bond Trustee and the Issuer, may direct the Bond Trustee on behalf of the Holders of all the Bonds to rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, nor shall it impair or exhaust any right or power consequent to such subsequent default.

The Bond Trustee and the Issuer agree that, notwithstanding the provisions of this Indenture, no default under the terms of this Indenture shall be construed as resulting in a default under the Note, the Second Mortgage or related F.H.A. Documents.

Section 603. Other Remedies, Rights Of Bondholders.

Upon the occurrence of an Event of Default, the Bond Trustee shall have the power to proceed with any right or remedy granted by the Constitution and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained in this Indenture or for the enforcement of any proper legal or equitable remedy as the Bond Trustee shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.

No remedy by the terms of this Indenture conferred upon or reserved to the Bond Trustee or the registered owners of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee or the registered owners of the Bonds under this Indenture, or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or 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.

No waiver of any default or Event of Default under this Indenture, whether by the Bond Trustee or by the registered owners of the Bonds, shall extend to or shall affect any subsequent default or Event of Default or shall

impair any rights or remedies consequent on such subsequent default or Event of Default.

Section 604. Mortgage Insurance Benefits.

Upon the occurrence of an Event of Default under Section 601(c) of this Indenture, the Bond Trustee shall take all steps necessary to cause the Mortgage Insurance benefits to be obtained in cash, including:

(a) The Bond Trustee shall immediately notify in writing the H.U.D. Chicago area office that an Event of Default under the Loan has occurred and the H.U.D. central office that the Bond Trustee intends to file a claim and to assign the Loan to F.H.A. and that the assignment relates to a project financed with rated bonds and is, therefore, entitled to priority processing. A schedule of payments on the Bonds and a statement of the funds available to make such payment shall be included in the notice to the H.U.D. central office. A copy of H.U.D.'s letter to S. & P. dated June 23, 1987, shall be attached to the notice of default. The Bond Trustee shall request payment of the insurance benefits in cash and forms and instructions relating to the assignment of the Loan. A copy of each notice shall be sent to S. & P.. Within 5 days of receipt of forms and instructions from H.U.D., the Bond Trustee shall submit complete and accurate legal documents relating to the Bonds and the defaulted Loan to the Office of General Counsel at the H.U.D. central office.

(b) Within 30 days after giving the notices specified in clause (a) above, or any shorter period required by F.H.A., the Bond Trustee shall file its application for insurance benefits and, upon instructions from F.H.A., assign the Loan to F.H.A. and shall not extend the time for such filing (unless a partial claim procedure is undertaken by the Bond Trustee and a rating confirmation is received from S. & P.).

(c) Within 30 days of recordation of the assignment of the Loan to F.H.A., the Bond Trustee shall submit complete and accurate legal and fiscal documents to F.H.A..

(d) The Bond Trustee may not foreclose the Second Mortgage.

The Bond Trustee may accept a partial claim payment pursuant to Section 207.258(b) of the F.H.A. Regulations; provided that:

(a) All late payments under the Loan are paid in full.

(b) Any nonmonetary defaults are cured.

(c) The Bond Trustee is provided with cash flows from an independent third party verifying that it will have sufficient revenues to:

(1) Pay debt service on the Bonds to remain Outstanding after the application of the partial claim payment to the extraordinary mandatory redemption of the Bonds for the term of the Bonds as originally scheduled;

(2) Pay all fees and expenses of the Bond Trustee and the Mortgage Servicer; and

(3) Pay all other fees and expenses that the Bond Trustee may have incurred as a result of the default.

(d) The Bond Trustee concludes that neither the exclusion of the interest on the Bonds from gross income for federal income tax purposes nor the F.H.A. contract for Mortgage Insurance is adversely affected by canceling its notice of intention to assign the Loan.

(e) The Debt Service Reserve Fund and Mortgage Reserve Fund, if drawn upon, are restored to the Debt Service Reserve Requirement and the Mortgage Reserve Requirement, respectively.

(f) Evidence from S. & P. that the rating in effect on the Bonds will not be adversely affected due to the partial claim payment procedure.

If all conditions are met, the Bond Trustee may stop the assignment process at any time prior to the time the Bond Trustee assigns the Note and Mortgage to F.H.A. for Mortgage Insurance benefits.

After receiving payment from F.H.A., the Bond Trustee shall use the Mortgage Insurance proceeds (which shall be deposited in the Bond Fund), together with amounts transferred by the Bond Trustee from the Mortgage Reserve Fund and the Debt Service Reserve Fund, to redeem Bonds. The Bond Trustee shall carry out the redemption at the earliest practicable date allowed.

Section 605. Rights Of Beneficiaries Of Bonds To Direct Procedures.

Subject to the provisions of Section 609 of this Indenture, the registered owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right at any time, by an instrument in writing executed and delivered to the Bond Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the

appointment of a receiver or any other proceedings under this Indenture, in accordance with the provisions of law and of this Indenture.

Section 606. Waiver By Issuer.

Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture or the assignment of the Loan to F.H.A. to collect Mortgage Insurance benefits in cash; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisal and redemption to which it may be entitled under the laws of the State.

Section 607. Application Of Moneys.

Any moneys received by the Bond Trustee pursuant to this Article VI, including funds in the Debt Service Reserve Fund and Mortgage Reserve Fund, shall be applied in the following order, at the date or dates fixed by the Bond Trustee and, in the case of the distribution of such money on account of principal, or redemption premium, if any, or interest, upon presentation of Bonds, and notation on such Bonds of the payment if only partially paid and upon surrender of such Bonds if fully paid:

(a) to the payment of all amounts then due on the Bonds for principal, redemption premium, if any, and interest, in respect of which or for the benefit of which, money has been collected (other than the Bonds which have matured or otherwise become payable prior to such event of default and money for the payment of which is held in the Bond Fund), ratably without preference or priority of any kind, according to the amounts due and payable on such Bonds, for principal, redemption premium, if any, and interest respectively;

(b) to the payments of all amounts due the Bond Trustee and to the Mortgage Servicer; and

(c) to the payment to the Borrowers of any remaining amounts.

Section 608. Remedies Vested In Bond Trustee.

All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Bond Trustee without the possession of any of the Bonds or the production of the Bonds in

any trial or other proceedings relating to the Indenture or the Bonds and any such suit or proceeding instituted by the Bond Trustee shall be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any registered owners of the Bonds, and any recovery of judgment shall be for the benefit as provided in this Indenture of the registered owners of all Outstanding Bonds.

Section 609. Remedies Of Beneficiaries Of Bonds.

(a) No registered owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture, for the execution of any trust under this Indenture, or for the appointment of a receiver or any other remedy under this Indenture, unless (i) a default shall have occurred of which the Bond Trustee shall have been notified as provided in this Indenture; (ii) such default shall have become an Event of Default; (iii) the registered owners of at least 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Bond Trustee and shall have offered the Bond Trustee reasonable opportunity either to proceed to exercise the powers granted to it in this Indenture or to institute such action suit or proceeding in its own name; (iv) such registered owners shall have offered to the Bond Trustee indemnity as provided in this Indenture; and (v) the Bond Trustee shall within sixty (60) days thereafter fail or refuse to exercise the powers granted to it in this Indenture, or to institute such action, suit or proceeding; it being understood and intended that no one or more registered owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other registered owners of Bonds, or to obtain priority or preference over any other registered owners, or to enforce any right under this Indenture, except in the manner provided in this Indenture and for the equal and ratable benefit of all registered owners of Bonds with respect to which there is a default. Nothing contained in this Indenture shall, however, affect or impair the right of any registered owner of a Bond to enforce the payment of the principal of, redemption premium, if any, and interest on any Bond at its maturity or the obligation of the Issuer to pay the principal of, redemption premium, if any, and interest on the Bonds issued under this Indenture to their respective registered owners, at the time, in the place, from the sources and in the manner expressed in this Indenture and in the Bonds.

(b) Anything to the contrary notwithstanding contained in the Section 609 or any other provision of this Indenture, each registered owner of any Bond by his acceptance of such Bond shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Indenture or any indenture supplemental to this Indenture, or in any suit against the Bond Trustee for any action taken or omitted by it as Bond Trustee, the filing by any party litigant in such suit of any undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable pre-

trial, trial and appellate attorneys' fees, against any party litigant in any such suit, having the due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Bond Trustee, to any suit instituted by any owner of Bonds, or group of owners of Bonds, owning at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, or to any suit instituted by any registered owner of Bonds for the enforcement of the payment of any Bond on or after the respective due date of such Bond expressed in such Bond.

Section 610. Termination Of Proceedings.

In case the Bond Trustee shall have instituted proceedings to enforce the provisions of this Indenture or in connection with the exercise of any right, power or remedy under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Bond Trustee shall be restored to their former positions and rights under this Indenture with respect to the Trust Estate conveyed in this Indenture, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

Section 611. Waivers Of Events Of Default.

The Bond Trustee shall waive any Event of Default under this Indenture and its consequences and rescind any declaration of maturity or principal of, and interest on, the Bonds upon the written request of the registered owners of a majority in aggregate principal amount of all Bonds then Outstanding with respect to which there is a default; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and redemption premium, if any, when due (whether at the stated maturity thereof or upon proceedings for redemption), as the case may be, and all expenses of the Bond Trustee, the Mortgage Servicer and the Issuer, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Bond Trustee and the registered owners of the Bonds shall be restored to their former positions and rights under this Indenture, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent to such subsequent or other default.

Article VII.

The Bond Trustee.

Section 701. Certain Duties And Responsibilities.

(a) Except during the continuance of an Event of Default:

(1) the Bond Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and its duties and obligations as the mortgagee of record under the F.H.A. Documents, and no implied covenants or obligations shall be read into this Indenture against the Bond Trustee; and

(2) in the absence of bad faith on its part, the Bond Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bond Trustee and provided that the Bond Trustee determines, after examining such certificates or opinions, that they conform to the requirements of this Indenture.

(b) In case an Event of Default of which the Bond Trustee has actual notice under this Indenture has occurred and is continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) Subject to subparagraph (b) above, no provision of this Indenture shall be construed to relieve the Bond Trustee from liability for its own gross negligence or willful misconduct, except that:

(1) this subparagraph (c) shall not be construed to limit the effect of subsection (a) of this Section 701;

(2) the Bond Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Bond Trustee was negligent in ascertaining the pertinent facts; and

(3) the Bond Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 605 of this Indenture or the direction of the

registered owners of a majority in aggregate principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any trust or power conferred upon the Bond Trustee, under this Indenture.

(d) No provisions of this Indenture shall require the Bond Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under this Indenture, or in the exercise of any of its rights or powers.

(e) Whether or not expressly so provided in this Indenture, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Bond Trustee shall be subject to the provisions of this Section 701.

Section 702. Notice Of Default.

Within thirty (30) days after the Bond Trustee has or is deemed to have notice of the occurrence of any default under this Indenture, the Bond Trustee shall transmit by registered or certified mail, to the Issuer and the registered owners of all Bonds then Outstanding, notice of such default, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of, or redemption premium, if any, or interest on any Bond when due, the Bond Trustee shall be protected in withholding such notice if and so long as the Bond Trustee in good faith determines that the withholding of such notice is in the interests of the registered owners of the Bonds. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 703. Certain Rights Of Bond Trustee.

Except as otherwise provided in Section 1001:

(a) the Bond Trustee may rely, and shall be protected in acting or refraining from acting, upon any ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any certificate, statement, request or requisition of the Issuer mentioned in this Indenture shall be sufficiently evidenced by a Certificate of the Issuer, a Statement of the Issuer, a Request of the Issuer or a Requisition of the Issuer, and any ordinance of the City Council of the Issuer

may be sufficiently evidenced by a certificate of the City Clerk or any deputy City Clerk of the Issuer;

(c) any notice, request, direction, election, order or demand of the Beneficiary or Land Trustee mentioned in this Indenture shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Beneficiary by an officer of the Beneficiary, and the Land Trustee by an officer of the Land Trustee (unless other evidence in respect thereof be in this Indenture specifically prescribed), and any resolution or certification of the Beneficiary may be evidenced to the Bond Trustee by a copy of such resolution or certification certified by an officer of the Beneficiary;

(d) whenever in the administration of this Indenture the Bond Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Indenture, the Bond Trustee (unless other evidence be in this Indenture specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Bond Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, who may be counsel for the Issuer, the Land Trustee or the Beneficiary, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it under this Indenture in good faith and in reliance thereon;

(f) the Bond Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the registered owners of the Bonds pursuant to this Indenture, unless such registered owners shall have offered to the Bond Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Bond Trustee shall not be bound to make any investigation into the facts or matters stated in any ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document, but the Bond Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Bond Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney;

(h) the Bond Trustee may execute any of the trusts or powers under this Indenture, or perform any duties under this Indenture, either directly or by or through agents or attorneys, and the Bond Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it under this Indenture;

(i) the Bond Trustee shall not be required to take notice or be deemed to have notice of any default under this Indenture or under the F.H.A. Documents, except failure in any of the payments to the Bond Trustee required to be made by Article IV of this Indenture, unless the Bond Trustee shall be specifically notified in writing of such default by the Issuer, the Mortgage Servicer or the registered owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding; and

(j) all notices or other instruments required by this Indenture to be delivered to the Bond Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Bond Trustee at the address set forth in Section 1004 of this Indenture.

Section 704. Not Responsible For Recitals Or Issuance Of Bonds.

The recitals contained in this Indenture and in the Bonds, except the certificate of authentication, shall be taken as statements of the Issuer, and the Bond Trustee assumes no responsibility for their correctness. The Bond Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds, except for the certificates of authentication appearing on the Bonds.

Section 705. Bond Trustee May Hold Bonds.

The Bond Trustee in its individual or any other capacity may become the registered owner or pledgee of Bonds, and, subject to Section 712, may otherwise deal with the Issuer with the same rights it would have if it were not Bond Trustee.

Section 706. Compensation And Reimbursement To Bond Trustee And Mortgage Servicer.

The Issuer agrees to compensate and reimburse, but only from moneys paid by the Borrowers under the Loan Agreement (a) the Bond Trustee for its ordinary fees and expenses and its extraordinary fees and expenses (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and (b) the Mortgage Servicer for its ordinary mortgage servicing fees and expenses and its extraordinary mortgage servicing fees and expenses incurred in the course of performing its duties under the Mortgage Servicing Agreement; provided, however, that (i) the Issuer shall be so obligated only to the extent funds are available from time to time within the Bond Fund or the Expense Fund pursuant to Article IV of this Indenture for the payment thereof, and (ii) no such payment will be made for any fee or expense attributable to the negligence or bad faith of the Bond Trustee or the Mortgage Servicer, as the case may be.

It is understood that the Bond Trustee shall be paid its ordinary and extraordinary fees and expenses then due and payable and the Mortgage Servicer shall be paid its ordinary and extraordinary mortgage servicing fees and expenses then due and payable and the Issuer shall be paid its annual fee, to the extent amounts are available therefore in the Bond Fund, as provided in Section 405 of this Indenture.

The rights of the Bond Trustee under this Indenture regarding indemnification, priorities and payment shall survive the resignation or removal of the Bond Trustee under this Article VII and payment and cancellation of the Bonds or defeasance of the Bonds pursuant to Article IX of this Indenture.

Section 707. Resignation By The Bond Trustee.

The Bond Trustee and any successor Bond Trustee may at any time resign from the trust created by this Indenture by giving written notice to the Issuer, the Borrowers and notice by registered or certified mail to each registered owner of the Bonds then Outstanding. Such notice to the Issuer, may be served personally or sent by registered or certified mail, provided that no such resignation shall take effect until a successor Bond Trustee shall have been appointed and shall have accepted such appointment as provided in Section 710 of this Indenture. If no successor Bond Trustee shall have been appointed and shall have accepted appointment within thirty (30) days following delivery of all required notices of resignation, the resigning Bond Trustee may petition any court of competent jurisdiction for the appointment of a successor Bond Trustee.

Section 708. Removal Of The Bond Trustee.

The Bond Trustee may be removed at any time, by an instrument or substantially concurrent instruments in writing delivered to the Bond Trustee, the Issuer, the Land Trustee and the Beneficiary, and signed by the registered owners of a majority in aggregate principal amount of the Outstanding Bonds, provided that such removal shall not be effective until all reasonable Ordinary and Extraordinary Fees and Expenses of the Bond Trustee have been paid in full. The Bond Trustee may be removed upon written notice of the Issuer to the Bond Trustee, for failure to terminate the Mortgage Servicing Agreement with the Mortgage Servicer and/or failure to assume the responsibilities of the Mortgage Servicer until the appointment of a successor Mortgage Servicer approved by the F.H.A. and the Issuer; provided, however, that the Bond Trustee shall continue to serve as Bond Trustee under this Indenture until a new Bond Trustee has been appointed.

Section 709. Appointment Of Successor Bond Trustee By The Beneficiaries Of Bonds; Temporary Bond Trustee.

In case the Bond Trustee under this Indenture shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting under this Indenture, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the registered owners of a majority in aggregate principal amount of the Outstanding Bonds, by an instrument or substantially concurrent instruments in writing signed by such registered owners, or by their duly authorized attorneys; provided, nevertheless, that in case of vacancy the Issuer may, by an instrument executed and signed by the Mayor or City Comptroller and attested by the City Clerk under its official seal, appoint a temporary Bond Trustee to fill such vacancy until a successor Bond Trustee shall be appointed by the registered owners of such Bonds in the manner above provided; and any such temporary Bond Trustee so appointed by the Issuer shall immediately and without further act be superseded by said Bond Trustee so appointed by the registered owners of such Bonds.

Section 710. Concerning Any Successor Bond Trustee.

Every successor Bond Trustee appointed under this Indenture shall be (i) a trust company or bank which is organized and in good standing under the laws of the United States of America or any state thereof, within or outside the State, having a reported capital and surplus of not less than \$25,000,000 and at least \$50,000,000 in trust assets under management; and (ii) an F.H.A.-approved mortgagee. Every successor Bond Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor and the Issuer an instrument in writing accepting such appointment under this Indenture, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor, execute and deliver an instrument transferring to such successor Bond Trustee all the estates, properties, rights, powers and trusts of such predecessor under this Indenture, and every predecessor Bond Trustee shall deliver all securities and moneys held by it as Bond Trustee under this Indenture to its successor. Should any instrument in writing from the Issuer be reasonably required by a successor Bond Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Bond Trustee and the instrument or instruments removing any Bond Trustee and appointing a successor under this Indenture, together with all other instruments provided for in this Article,

shall be filed and/or recorded by the successor Bond Trustee in each recording office where the Indenture shall have been filed and/or recorded.

Section 711. Succession Of Securities Depository.

In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Issuer receives written evidence satisfactory to itself with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a Securities Depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The Bond Trustee, upon its receipt of a Bond for cancellation shall cause the authorization and delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided in Article II of this Indenture.

Section 712. Servicing The Loan; Mortgage Servicing Agreement.

The Issuer hereby authorizes and directs the Bond Trustee (i) to accept the Contract of Mortgage Insurance, the Note and the Second Mortgage, (ii) to administer and service (or cause to be administered and serviced) the Loan, (iii) to execute the Mortgagee's Certificates required by F.H.A. and (iv) to execute and deliver all such instruments, certificates, documents and other agreements as F.H.A. may require or the Issuer may from time to time direct and do all such things and take all such actions as may be necessary, appropriate and convenient to perform the duties and obligations of mortgagee or as contemplated by the Acquisition Agreement, the Contract of Mortgage Insurance, the Note and the Second Mortgage. The Bond Trustee shall be described in the Note and Mortgage as "Bond Trustee under an Indenture of Trust dated as of _____, 1992, between the City of Chicago, Illinois and LaSalle National Bank, as Bond Trustee".

The Bond Trustee shall either service the Loan itself or engage an F.H.A. approved institution (acceptable to S. & P.) to service the Loan in accordance with acceptable practices of prudent lending institutions, all applicable provisions of the National Housing Act and all applicable rules and regulations under the National Housing Act; and the Bond Trustee shall have full power and authority, acting alone, to do any and all things in connection with the servicing and the administration of the Loan which it may deem necessary or desirable for the security and benefit of the registered owners of the Bonds. Notwithstanding any other provisions of this Indenture, the Bond Trustee shall hold, administer and service the Loan

and exercise all rights and powers and perform all undertakings and responsibilities and do all acts necessary or appropriate with respect to the Loan, the Contract of Mortgage Insurance, the Note, the Second Mortgage, the Acquisition Agreement and the H.U.D. Regulatory Agreement in accordance with all applicable provisions of the National Housing Act, and all rules, regulations and handbooks promulgated thereunder and all contract requirements and requirements of the Contract of Mortgage Insurance and all applicable provisions of law to the end that the full benefits of the Contract of Mortgage Insurance will inure to the Bond Trustee for the benefit and security of the registered owners of the Bonds, exercising and using the same degree of skill and care as an experienced and prudent F.H.A. qualified mortgagee would exercise and use under the circumstances in the conduct of his own affairs.

The Bond Trustee shall at all times do and perform all acts required to be performed by it as mortgagee of record under the Second Mortgage including all acts permitted by law and necessary in order to cause the Contract of Mortgage Insurance to remain in full force and effect for as long as the Bonds are Outstanding.

The Bond Trustee shall defend its title to the Note and the Second Mortgage for the benefit of the registered owners of the Bonds against the claims and demands of all persons whomsoever. The Bond Trustee shall at all times be an F.H.A.-approved mortgagee. The Bond Trustee shall promptly notify the Issuer if at any time it shall cease to be an F.H.A.-approved mortgagee or if F.H.A. shall have taken any action or instituted any proceeding which could result in the Bond Trustee's status as an F.H.A.-approved mortgagee being revoked.

Article VIII.

Supplemental Indentures.

Section 801. Supplemental Indentures Not Requiring Consent Of Bondholders.

With the prior consent of H.U.D., the Issuer and the Bond Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions of this Indenture or materially adverse to the holders of the Bonds for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to change or modify any provision of this Indenture so as to harmonize to the maximum extent practicable the provisions of this Indenture with existing rules, regulations and procedures of H.U.D. and F.H.A.;

(c) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(d) to grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the bondholders or the Bond Trustee or any of them;

(e) to modify, amend or supplement this Indenture or any indenture supplemental to this Indenture in such manner as to permit the qualification of this Indenture and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state securities laws;

(f) to provide for the issuance of certificated Bonds under this Indenture;

(g) to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes; or

(h) to amend the Second Mortgage or Note provided that the Mortgage Insurance is not impaired, the principal amount of the Note is not reduced, the monthly payment on the Note is not reduced and S. & P. does not, as a result of such amendment, reduce the rating on the Bonds.

Section 802. Supplemental Indentures Requiring Consent Of Beneficiaries Of Bonds.

The registered owners of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding shall have the right, but only with the consent of H.U.D. unless such consent in the opinion of counsel acceptable to the Issuer and the Bond Trustee is not required, from time to time, anything contained in this Indenture to the contrary notwithstanding to consent to and approve the execution by the Issuer and the Bond Trustee of such indenture or indentures supplemental to this Indenture as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing contained in this Section 802 shall permit, or be construed as permitting, (a) an extension of the stated maturity, or reduction in the principal amount of any Bonds or reduction in the rate, or extension of time of payment of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the

registered owners of such Bonds, or (b) the creation of any lien prior to or on a parity with the lien of this Indenture, or (c) a reduction in the aforesaid aggregate principal amount of the registered owners of which are required to consent to any such supplemental indenture, without the consent of the registered owners of all the Bonds at the time Outstanding which would be affected by the action to be taken, or (d) the modification of the rights, duties or immunities of the Bond Trustee, or (e) a privilege or priority of any Bond or Bonds over another Bond or Bonds.

If at any time the Issuer shall request the Bond Trustee to enter into any such supplemental indenture for any of the purposes of this Section 802, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by registered or certified mail, postage prepaid, to all registered owners of Bonds. Such notice shall set forth the nature of the proposed supplemental indenture, and shall state that copies thereof are on file at the corporate trust office of the Bond Trustee for inspection by all registered owners of Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following such notice, the registered owners of not less than two-thirds in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution of such supplemental indenture as provided in this Indenture, no registered owner of any Bond shall have any right to object to any of the terms and provisions contained in such supplemental indenture, or the operation of such supplemental indenture, or in any manner to question the propriety of the execution of such supplemental indenture, or to enjoin or restrain the Bond Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions of such supplemental indenture. Upon the execution of any such supplemental indenture as permitted and provided in this Section 802, this Indenture shall be and be deemed to be modified and amended in accordance with such supplemental indenture. The Bond Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture has been effected in compliance with the provisions of this Article VIII.

Anything in this Indenture to the contrary notwithstanding, a supplemental indenture under this Article VIII which affects any rights of the Beneficiary or the Land Trustee shall not become effective unless and until the Beneficiary or the Land Trustee shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Bond Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail, postage prepaid, to the Beneficiary and the Land Trustee at least thirty (30) days prior to the proposed date of execution and delivery of any supplemental indenture. The Beneficiary and the Land Trustee shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Bond Trustee does not receive a letter of protest or objection to such supplemental indenture, stating the grounds for

such objection and protest, signed by or on behalf of the Beneficiary and the Land Trustee, on or before the close of business of the Bond Trustee on the thirty-first (31st) day after mailing of said notice and a copy of the proposed supplemental indenture.

Section 803. Amendment Of Certain Documents.

The Issuer and the Bond Trustee may make or consent to any amendment, change or modification of the F.H.A. Documents, the Loan Agreement, the Arbitrage Compliance Agreement and the Tax Compliance Agreement for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained therein, or in regard to the matters or questions arising under said documents, as the Issuer and the Bond Trustee may deem necessary or desirable and not inconsistent with said documents or this Indenture, and which shall not adversely affect the interests of the registered owners of the Bonds; provided, however, that no such amendment, change or modification shall result in a reduction or delay in the payments under the Note and the Second Mortgage.

Article IX.

Satisfaction And Discharge Of Indenture.

If the Issuer shall pay or cause to be paid to the registered owners of the Bonds the principal, interest and redemption premium, if any, to become due thereon at the times and in the manner stipulated therein and in this Indenture, and shall have paid all fees and expenses of the Bond Trustee, and if the Issuer shall keep, perform and observe all and singular the covenants and promises expressed in the Bonds and in this Indenture as to be kept, performed and observed by it or on its part, then these presents and the estates and rights granted by this Indenture shall cease, determine and be void, and thereupon the Bond Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver such instruments in writing as shall be requisite to satisfy the lien of this Indenture, shall reconvey to the Issuer the estate conveyed by this Indenture, and shall assign and deliver to the Issuer any interest in property at the time subject to the lien of this Indenture which may then be in its possession, except amounts held by the Bond Trustee for the payment of principal of, and redemption premium, if any, and interest on the Bonds; except that any cash or Letters of Credit or proceeds of such Letter of Credit deposited and continued to be held by the Bond Trustee pursuant to Section 406 of this Indenture shall be returned to the depositor of such Letter of Credit.

All Outstanding Bonds shall prior to their maturity or Redemption Date be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Article IX, under circumstances which do not render interest on the Bonds subject to federal income taxation, if the following conditions shall have been fulfilled: (a) in case any of the Bonds are to be redeemed on any date prior to their maturity, the Beneficiary or Issuer shall have given to the Bond Trustee, in form satisfactory to it, irrevocable instructions to provide, as provided in Article III of this Indenture, notice of redemption of such Bonds on said date; and (b) there shall be on deposit with the Bond Trustee either moneys or Government Obligations in an amount sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on the Bonds on and prior to such Redemption Date or maturity date of such Bonds, as the case may be, and (iii) in the event said Bonds do not mature and are not by their terms subject to redemption within the next succeeding thirty (30) days, the Issuer shall have given the Bond Trustee in form and satisfactory to it irrevocable instructions to mail as soon as practicable, notice to the registered owners of such Bonds that the deposit required by (ii) above has been paid in accordance with this Article IX, and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the principal of, or Redemption Price, if applicable, and interest on said Bonds. Neither Government Obligations nor moneys deposited with the Bond Trustee pursuant to this Article IX, nor principal or interest payments on any such Government Obligations, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, or Redemption Price, if applicable, and interest on, said Bonds; but any cash received from such principal or interest payments on such Government Obligations deposited with the Bond Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amount sufficient to pay when due the principal of, or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such Redemption Date or maturity date of the Bonds, as the case may be.

At such time as the conditions set forth in this Article IX have been satisfied, if moneys and securities held by the Bond Trustee under this Indenture are not required for the payment or redemption of Bonds then the Bond Trustee shall use such amounts: first, to pay the Bond Trustee any of its ordinary fees and expenses and its extraordinary fees and expenses due and owing but unpaid; second, to pay the Mortgage Servicer any of its ordinary mortgage servicing fees and extraordinary mortgage servicing fees and expenses; third, to pay any fees, expenses or other amount due and owing to the Issuer under the Loan Agreement; fourth, to return any cash or Letters of Credit or proceeds of such Letter of Credit deposited pursuant to Section 5.7 of the Loan Agreement to the depositor of such Letter of Credit, and fifth, to pay and deliver to the Issuer the balance of any moneys or securities held by the Bond Trustee under this Indenture not required for such payment or redemption.

Anything in this Indenture to the contrary notwithstanding, if all Outstanding Bonds shall have been paid in full prior to the satisfaction and payment in full of the Loan and the discharge of the Second Mortgage, then the duties of the Bond Trustee under this Indenture to collect the payments made by the Land Trustee under the Note shall continue in full force and effect and the Bond Trustee shall in such event maintain the Mortgage Servicing Agreement and shall continue to collect all such payments and remit the same to the Issuer until the Loan shall be satisfied and paid in full and the Second Mortgage discharged.

The Bond Trustee shall release the Second Mortgage and the lien of the Second Mortgage by proper instrument in writing upon payment in full of the indebtedness secured by the Second Mortgage and shall return to the Land Trustee said Mortgage and Note.

Article X.

Miscellaneous.

Section 1001. Consents And Other Instruments Of Beneficiaries Of Bonds.

Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by registered owners of Bonds may be signed and executed in any number of substantially concurrent writings of similar tenor, and may be signed or executed by such registered owners of Bonds in person or by an agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Bond Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws of such jurisdiction to take acknowledgments of deeds, certifying that the person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or member of a partnership on behalf of such corporation, association or partnership, such affidavit or certificate shall also constitute sufficient proof of his or her authority.

(b) The ownership of the Bonds shall be proved by the Bond Register maintained by the Bond Trustee.

(c) Any request, consent or vote of the registered owner of any Bond shall bind every future registered owner of the same Bond, and the registered owner of every Bond issued in exchange for or in lieu of such Bond, in respect of anything done or permitted to be done by the Bond Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the registered owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer, the Land Trustee or the Beneficiary, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer, the Land Trustee or the Beneficiary, shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Bond Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Bond Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Bond Trustee the pledgee's right to vote such Bonds without direction of the pledgor. In case of a dispute as to such right, any decision by the Bond Trustee taken upon the advice of counsel shall be full protection to the Bond Trustee.

Section 1002. Limitation Of Rights.

With the exception of rights expressly conferred in this Indenture, nothing expressed or implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties to this Indenture, the Beneficiary, the Land Trustee, the depositor of any cash or Letter of Credit and the registered owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions of this Indenture.

Section 1003. Severability.

If any provision of this Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions of this Indenture or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Indenture contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Indenture shall not affect the remaining portions of this Indenture or any part of this Indenture.

Section 1004. Notices.

Any notice, demand or other communication required or permitted under this Indenture shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance with this Section 1004:

If To The Issuer:

Office of the City Comptroller
City of Chicago
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

and to

Department of Housing
City of Chicago
318 South Michigan Avenue
7th Floor
Chicago, Illinois 60604
Attention: Commissioner

With A Copy To:

Corporation Counsel
City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Borrowers:

Lakeview Towers Preservation Corp.
4554 North Broadway
Suite 302
Chicago, Illinois 60640
Attention: Janet Hasz

and to

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Land Trust Department
Re: Land Trust
Number 114365-08

With A Copy To:

Rudnick & Wolfe
203 North LaSalle Street
18th Floor
Chicago, Illinois 60601
Attention: Paul Fisher, Esq.

If To The Bond Trustee:

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Corporate Trust
Department

**If To The Original
Purchaser:**

Lazard Freres & Co.
One Rockefeller Plaza
New York, New York 10020
Attention: Municipal Finance
Department

**If To F.H.A. Or H.U.D.
Chicago Area Office:**

U. S. Department of Housing
and Urban Development
Chicago Area Office, Region V
77 West Jackson Boulevard
Suite 2300
Chicago, Illinois 60604
Attention: Edward Hinsburger

If To S. & P.:

Standard & Poor's Corporation
25 Broadway, 21st Floor
New York, New York 10004
Attention: Manager,
Mortgages/Structured Financing
Group

Copies of each notice, certificate or other communication given under this Indenture by any party hereto shall be given to all parties to this Indenture.

Section 1005. Bond Trustee As Paying Agent And Bond Registrar.

The Bond Trustee is hereby designated and agrees to act as paying agent and as bond registrar for and in respect to the Bonds.

Section 1006. Payments Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on, or principal of, the Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which the Bond Trustee is authorized by law to close, then payment of interest or principal need not be made on such date, but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for such additional period.

Section 1007. Counterparts.

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

Section 1008. Laws Governing Indenture And Situs And Administration Of Trust.

The effect and meanings of this Indenture and the rights of all parties under this Indenture shall be governed by and construed according to the laws of the State, but it is the intention of the Issuer that the situs of the trust created by this Indenture be in the state in which is located the principal corporate trust office of the Bond Trustee from time to time acting under this Indenture. The words "Bond Trustee" as used in the preceding sentence shall not be deemed to include any additional individual or institution appointed as a separate or co-trustee pursuant to the Indenture.

Section 1009. No Recourse.

No recourse under or upon any obligation, covenant, or agreement contained in the Indenture or in any Bond, or under any judgment obtained against the Issuer, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution, statute or otherwise, or under any circumstances under or independent of this Indenture, shall be had against any member of the City Council, official, officer or employee of the Issuer, as such, past, present or future, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the registered owner of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any such Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of any such member of the City Council, official, officer or employee, as such, to respond, by reason of any act or omission on his part or otherwise, for the payment for or to the registered owner of any Bond or otherwise of any sum that may remain due and unpaid upon the Bonds hereby secured or any of them is, by the acceptance thereof, expressly waived and released as a condition of, and in consideration for, the execution of the Indenture and the issuance of the Bonds.

Section 1010. Successors And Assigns.

All the covenants and representations contained in this Indenture, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Article XI.

F.H.A. Documents; Approvals Of F.H.A.

Section 1101. F.H.A. Regulations And Documents Controlling.

No provisions of this Indenture or any related document, including, but not limited to, the Loan Agreement and the Mortgage Servicing Agreement (collectively, the "Financing Documents") are intended to alter or conflict with Title 24 of the Code of Federal Regulations as in effect on the date of this Indenture or the Contract of Mortgage Insurance or the F.H.A. Documents executed in connection with the Loan, and to the extent that they do so, in the opinion of H.U.D., the Financing Documents shall be amended or shall be deemed to be amended so as not to alter or conflict with the F.H.A. Documents.

Notwithstanding anything provided in this Indenture, or in any of the Financing Documents, in the event that any contracts or other documents executed by the Land Trustee or the Beneficiary or any other arrangements agreed to by the Land Trustee or the Beneficiary in order to finance the Loan from the proceeds of the Bonds are inconsistent with the F.H.A. Documents then the F.H.A. Documents shall be controlling in all respects.

Section 1102. Approvals Of F.H.A.

Whenever any provision of this Indenture requires the approval of the F.H.A., any such provision shall be understood to require the prior written approval of the F.H.A.

In Witness Whereof, The parties to this Indenture have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

City of Chicago, Illinois

By: _____

[Seal]

Its City Clerk

LaSalle National Bank

By: _____

Title: _____

[Seal]

Attest:

Title: _____

[(Sub)Exhibits "A", "B" and "C" attached to this Indenture
of Trust unavailable at the time of printing
of this Council Journal of Proceedings.]

Loan Agreement attached to this Indenture of Trust reads as follows:

Loan Agreement.

Dated as _____, 1992.

By And Among

City Of Chicago, Illinois

And

Lakeview Towers Preservation Corp.,

An Illinois Not-For-Profit Corporation

And

American National Bank And Trust Company Of Chicago,
Not Personally But As Trustee Under Trust Number 114365-08.

The Amounts Payable To The Issuer Under This Loan Agreement (Except For Certain Unassigned Rights, As Defined In This Loan Agreement And Any Rights Of The Issuer To Receive Documentation And Notices And Give Or Withhold Consent In Accordance With The Provisions Of This Loan Agreement) Have Been Pledged And Assigned To LaSalle National Bank, As Bond Trustee, Under The Indenture Of Trust Dated As Of The Date Of This Loan Agreement, From The Issuer. For Purposes Of Article 9 Of The Illinois Uniform Commercial Code, The Counterpart Of This Loan Agreement Pledged, Delivered And Assigned To The Bond Trustee Shall Be The Original.

This Loan Agreement, dated as of _____, 1992, by and among the City of Chicago, Illinois, 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 "State") and a home rule unit under Section 6(a) of Article VII of the Constitution (the "Issuer"), American National Bank and Trust Company of Chicago, not individually but solely as trustee (the "Land Trustee") under Trust No. 114365-08 (the "Land Trust") and Lakeview Towers Preservation Corp., an Illinois not-for-profit corporation (the "Beneficiary"; the Land Trust and the Beneficiary are referred to collectively as the "Borrowers").

Witnesseth:

Whereas, The Issuer is authorized by the Constitution and laws of the State to provide financing for the acquisition of multi-family housing projects located within its corporate boundaries; and

Whereas, The Borrowers have entered into an Acquisition Agreement, dated as of _____, 199__, with Krupp Lakeview Realty Limited Partnership (the "Seller"), pursuant to which the Seller has agreed to sell the Project (as defined below) to the Borrowers; and

Whereas, Pursuant to and in accordance with the laws and the Constitution of the State and an ordinance adopted by the City Council of the Issuer on _____, 1992 (the "Bond Ordinance"), the Issuer has authorized and undertaken to issue \$_____ aggregate principal amount of its Mortgage Revenue Bonds, Series 1992 (F.H.A. Insured Mortgage Loan -- Lakeview Towers Project) (the "Bonds"), to provide funds to pay a portion of the costs of financing the acquisition of a certain multi-family housing project described on (Sub)Exhibit A to this Loan Agreement (the "Project"), to fund a portion of the debt service reserve funds with respect to the Bonds and to pay certain costs of issuing the Bonds; and

Whereas, The Borrowers have agreed to make payments pursuant to this Loan Agreement sufficient in the aggregate to pay fully when due the principal of, redemption premium, if any, and interest on the Bonds, and related expenses; and

Whereas, Pursuant to and in accordance with the provisions of the laws and the Constitution of the State and the Bond Ordinance, the Bonds shall be payable from and secured by amounts derived by the Issuer pursuant to this Loan Agreement; and

Whereas, The Issuer hereby finds and determines that the financing of the acquisition of the Project will comply with the purposes and provisions of the laws and the Constitution of the State; and

Whereas, The execution and delivery of the Indenture (as defined below) was authorized by the Bond Ordinance of the Issuer, duly adopted and approved; and

Whereas, The execution and delivery of this Agreement, and the issuance of the Bonds under the laws and Constitution of the State have been in all respects fully and validly authorized by an ordinance of the Issuer, duly adopted and approved; and

Whereas, The Issuer and the Borrowers desire to enter into this Agreement to set forth the terms and conditions upon which the Issuer will make the Loan (as defined below);

Now, Therefore, In consideration of the premises and the mutual covenants and representations contained in this Loan Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Loan Agreement agree as follows:

Article I.

Definitions.

The following terms shall have the meaning specified in this Article unless the context requires otherwise. Capitalized terms not otherwise defined in this Loan Agreement shall have the meanings given such terms in the Indenture unless the context otherwise requires. The rules of interpretation set forth in Section 102 of the Indenture shall apply equally to this Loan Agreement.

"Borrowers' Documents" means as provided in Section 2.2(a) of this Loan Agreement.

"Borrowers' Representative" means the person or persons at the time designated to act on behalf of the Borrowers by written certificate furnished to the Issuer and the Bond Trustee containing the specimen signatures of such person or persons and signed on behalf of each Borrower.

"Default" or "default" or "event of default" means an occurrence or event specified in and defined by Section 6.1 of this Loan Agreement.

"Environmental Event" means any event at, on or in connection with the Project that would be deemed a release or a disposal of any hazardous, toxic or dangerous substance, waste or material, specifically including any petroleum or crude oil or fraction thereof, friable asbestos or asbestos-containing material, polychlorinated biphenyls or urea formaldehyde foam insulation defined as such in, regulated by or for the purpose of, or in violation of the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Safe Drinking Water Act, 42 U.S.C. § 201, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., as any of the foregoing may be amended from time to time, or any so-called "superfund" or "superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any such substance, waste or material now or at any time hereafter in effect.

"F.H.A. Documents" means [to come from Rudnick & Wolfe].

"H.A.P. Contract" means the Housing Assistance Payments Contract entered into by and between the Beneficiary and H.U.D. with respect to the Project.

"Loan Agreement" means this Loan Agreement between the Issuer and the Borrowers, and all amendments and supplements to this Loan Agreement.

"Note" means the Second Mortgage Note substantially in the form of (Sub)Exhibit B to this Loan Agreement executed and delivered by the Borrowers to evidence their repayment obligations with respect to the Bonds.

*Article II.**Representations And Warranties.***Section 2.1. Representations And Warranties Of Issuer.**

The Issuer makes the following representations and warranties as the basis for its undertakings in this Loan Agreement:

(a) The Issuer is a municipality and home rule unit of government under the Constitution and laws of the State, is authorized and empowered by the provisions of the Constitution and the Bond Ordinance authorizing the issuance of the Bonds to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations under this Loan Agreement, and by proper action of its governing body has been duly authorized to execute and deliver, and has duly executed and delivered, this Loan Agreement, the Indenture, the Arbitrage Compliance Agreement, the Tax Compliance Agreement, the Issuer Regulatory Agreement and the Bond Purchase Agreement (collectively, the "Issuer Documents").

(b) The Issuer has performed all duties, undertaken all acts, made all findings and held all hearings requisite to the adoption of the Bond Ordinance, and the Bond Ordinance has been duly and validly adopted by the Issuer.

(c) The Issuer and the Borrowers have agreed that the Issuer would finance a portion of the costs of acquiring the Project. The Borrowers have estimated that the aggregate amount of the costs of acquiring the Project will not be less than \$_____, and on that basis the Issuer now proposes to issue its Bonds in the aggregate principal amount of \$_____, which Bonds will be dated, mature and bear interest as set forth in the Indenture, and which Bonds will be subject to redemption at the times and the redemption prices set forth in the Indenture and in the form of Bond attached to the Indenture as (Sub)Exhibit A, in order to finance a portion of the Costs of Acquisition of the Project, to fund a portion of the debt service reserve funds with respect to the Bonds and to pay certain costs of issuing the Bonds.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which certain of the Issuer's interests in this Loan Agreement and in the Second Mortgage and the revenues and receipts to be derived by the Issuer pursuant to this Loan Agreement are pledged and assigned to the Bond Trustee as security for payment of the principal of, redemption premium, if any, and interest on the Bonds. The Issuer covenants that it has not pledged and assigned and will not pledge or assign its interest in

this Loan Agreement, the Second Mortgage or the revenues and receipts derived pursuant to this Loan Agreement, other than to the Bond Trustee under the Indenture to secure the Bonds.

(e) Neither the execution and delivery of this Loan Agreement or any other Issuer Document, or the consummation of the transactions contemplated by them, nor the fulfillment of or compliance with their terms and conditions conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement or instrument to which the Issuer is a party, or by which it or any of its property is bound, or constitutes a default under any of the foregoing.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, or which, to the best of the knowledge of the Issuer, is threatened against the Issuer (nor to the best of the knowledge of the Issuer, is there any basis therefor) which in any way questions the validity of the Bond Ordinance, the powers of the Issuer referred to in this Section 2.1, or the validity of any proceeding taken by the Issuer in connection with the issuance and sale of the Bonds, or wherein an unfavorable decision, ruling, or finding would in any way adversely affect the transactions contemplated by this Loan Agreement or any other Issuer Document, or which in any way would adversely affect the validity or enforceability of this Loan Agreement, any other Issuer Document or the Bonds (or of any other instrument required or contemplated to be executed and delivered by the Issuer in connection with the consummation of the transactions contemplated by the Issuer Documents).

(g) On _____, 1992, the City Council of the Issuer, by its designee, the Committee on Finance of the City Council, held a public hearing on the financing of the Project pursuant to public notice duly published in the [*Chicago Tribune*] [*Chicago Sun-Times*] on _____, 1992 and approved the Bonds as the applicable elected representative of the Issuer as required by Section 147(k) of the Code.

Section 2.2. Representations, Warranties And Covenants Of Borrowers.

The Borrowers (including the Land Trustee solely in its capacity as such) represent, covenant and (except for the Land Trustee) warrant as the basis for their undertakings in this Loan Agreement as follows:

(a) American National Bank and Trust Company of Chicago, the Land Trustee, is a national bank duly organized and validly existing under the laws of the United States and is duly qualified to act as Land Trustee; the Land Trust is a land trust validly existing and duly organized under the

laws of the State; the Land Trustee has, as Land Trustee, the power to enter into this Loan Agreement, the Note, the Second Mortgage, the Arbitrage Compliance Agreement, the Tax Compliance Agreement, the Issuer Regulatory Agreement and the H.U.D. Regulatory Agreement (together, the "Borrowers' Documents").

(b) The Beneficiary (i) is a not-for-profit corporation duly organized and validly existing under the General Not For Profit Corporation Act of 1986, as amended, of the State, and is qualified to transact business under the laws of the State, (ii) is an exempt organization under Section 501(c)(3) of the Code qualified under the Code to acquire and operate the Project and will remain so qualified so long as it is the "Beneficiary" under this Loan Agreement and required to be qualified, (iii) has duly executed the Trust Agreement creating and governing the Land Trust, and is the sole beneficiary of the Land Trust, (iv) has directed and authorized the Land Trustee to execute and deliver the Borrowers' Documents and the F.H.A. Documents to which it is a party and pursuant to such direction the Land Trust has duly executed and delivered the Borrowers' Documents and the F.H.A. Documents to which it is a party; and (v) has executed and delivered the Borrowers' Documents, the H.A.P. Contract and the F.H.A. Documents.

(c) Subject to Section 8.11 of this Loan Agreement, the Borrowers' Documents, the H.A.P. Contract and the F.H.A. Documents constitute valid and legally binding obligations of the respective Borrowers, enforceable in accordance with their terms.

(d) Neither the execution and delivery of the Borrowers' Documents, the H.A.P. Contract and the F.H.A. Documents, the consummation of the transactions contemplated by them, nor the fulfillment of or compliance with the terms and conditions of the Borrowers' Documents, the H.A.P. Contract and the F.H.A. Documents, will result in a material breach of, or constitute a default under, the articles of organization or by-laws of the Land Trustee, the Trust Agreement or other organizational documents of the Land Trust, the articles of incorporation or bylaws of the Beneficiary, any law or regulation to which any of the Borrowers are subject, any of the terms, conditions or provisions of any restriction or any agreement or instrument to which any of the Borrowers is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrowers prohibited under the terms of any instrument or agreement.

(e) The Borrowers will not engage in any business or activity of any kind other than the acquisition, ownership, rehabilitation, installation, management, or operation of the Project, and will not own any property or assets other than for the purpose of engaging in such business or activity.

(f) There is, as of the date of this Loan Agreement, no event of default or event which, with the passage of time, would constitute an event of default under the Borrowers' Documents, the H.A.P. Contract or the F.H.A. Documents.

(g) The Beneficiary covenants and agrees to comply with all of the terms and conditions of the H.A.P. Contract and the F.H.A. Documents.

(h) At least 95% of the proceeds from the sale of the Bonds will be used to pay, or to reimburse the Beneficiary for the payment of, Costs of Acquisition of the Project.

(i) The Project is located entirely within the planning and subdivision control of the City of Chicago, Illinois.

(j) To the best of the Borrowers' knowledge, no member, officer, agent or employee of the Issuer, and no person holding any office of the Issuer, whether by election or appointment, is in any manner interested, directly or indirectly, in his own name or in the name of any other person, in the Bonds, in the Note, in any loan or any property to be included in the Project, in any contract for property or materials to be furnished or used in connection with the Project, or in any aspect of the transactions contemplated by the Borrowers' Documents.

(k) The Project consists and will consist of the properties generally described in (Sub)Exhibit A to this Loan Agreement, and no changes shall be made in the acquisition of the Project which will have the effect of impairing the effective use or character of the Project as contemplated by this Loan Agreement or the Tax Compliance Agreement.

(l) There are no actions, suits or proceedings pending or, to their knowledge threatened, against or affecting the Borrowers (or either of them), at law or in equity or before any court or any officer or administrative agency, which would, if adversely determined, adversely affect in any material way (i) the properties, business or condition (financial or otherwise) of the Borrowers, (ii) the Project or (iii) the performance and observance by the Borrowers of the provisions of, and the consummation of any of the transactions contemplated by, the Borrowers' Documents, the H.A.P. Contract or the F.H.A. Documents. The Borrowers are not in default (x) in the payment of any taxes levied or assessed against their assets, (y) under any applicable statute, rule, order or regulation of any governmental authority or (z) under the Borrowers' Documents, the H.A.P. Contract or the F.H.A. Documents or any other agreement to which they are a party or by which they or any of their properties are bound.

(m) Good and marketable fee simple title to the Project is vested in the Land Trust, subject only to encumbrances permitted under the Mortgage

and free and clear of any liens of any kind except as created under or pursuant to the Borrowers' Documents.

(n) No authorization, consent, approval, order, registration, declaration or withholding of objection on the part of, or filing of or with, any governmental authority not already obtained or made is required for the execution and delivery of the Borrowers' Documents or the performance of their terms and provisions by the Borrowers.

(o) The Borrowers will operate the Project as a Multi-Family Housing Development from the date of acquisition of the Project by the Borrowers through the last to occur of (i) the expiration of this Loan Agreement or (ii) the expiration of the Qualified Project Period (as defined in the Issuer Regulatory Agreement) or (iii) the first day on which no tax exempt private activity bond with respect to the Project is Outstanding.

(p) In accordance with Section 147(b) of the Code, the average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project.

(q) The Borrowers agree to comply fully with the H.U.D. Regulatory Agreement, the Issuer Regulatory Agreement, the Tax Compliance Agreement and the Arbitrage Compliance Agreement. The Borrowers hereby acknowledge that damages would not provide a sufficient remedy for breach or violation of the H.U.D. Regulatory Agreement, the Issuer Regulatory Agreement, the Tax Compliance Agreement or the Arbitrage Compliance Agreement and that specific performance would be an equitable and necessary remedy for such a breach or violation. Each of the representations, warranties and covenants contained in the H.U.D. Regulatory Agreement, the Issuer Regulatory Agreement, the Tax Compliance Agreement and the Arbitrage Compliance Agreement are incorporated into this Loan Agreement by reference, as if fully set forth in it.

(r) The Borrowers agree to notify the Bond Trustee and the Issuer immediately in writing of any default by the Borrowers in the performance or observance of any covenant, agreement, representation, warranty or obligation of the Borrowers set forth in any of the Borrowers' Documents or the F.H.A. Documents. The Borrowers also agree to notify the Bond Trustee and the Issuer in writing of any event or condition which with the lapse of time or the giving of notice would constitute an Event of Default under any of the Borrowers' Documents or the F.H.A. Documents.

(s) None of the proceeds of the sale of the Bonds (including investment earnings) will be used to provide a golf course, a country club, a massage parlor, a tennis club, a skating facility, a racquet sports facility, a hot tub facility, a suntan facility, a racetrack, a sky box or other private luxury box, a health club facility, a facility primarily used for gambling, a store

the principal business of which is the sale of alcoholic beverages, or a facility the primary purpose of which is any of the following: retail food and beverage services, automobile sales or service, or the provision of recreation or entertainment.

(t) In connection with any lease or grant by the Borrowers of the use of the Project, the Borrowers will require that the lessee or user of any portion of the Project shall not use that portion of the Project in any manner which would impair their ability to fulfill the covenant set forth in subsection (q) above.

(u) The Borrowers promptly will notify the issuer of the occurrence of an event of damage to or destruction of all or any portion of the Project or the receipt of notice that all or a portion of the Project will be condemned or taken for a public or quasi-public use.

(v) The Borrowers will provide promptly, or will cause the Bond Trustee to provide promptly, to S. & P., notice of the following:

(A) if an Investment Agreement is changed at the request of the Borrowers, a change in the identify of any Investment Agreement Provider; and

(B) copies of all other notices received by the Bond Trustee under this Loan Agreement.

The Bond Trustee, as assignee of the Issuer under this Loan Agreement, agrees to provide S. & P. with all notices received by it under this Loan Agreement.

(w) The operation of the Project in the manner presently contemplated and as described in this Loan Agreement, the Tax Compliance Agreement and the F.H.A. Documents will not, to the best knowledge of the Beneficiary, materially conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable to the operation of the Project.

(x) The Beneficiary has filed or caused to be filed all federal, State and local tax returns which are required to be filed by the Beneficiary or the Land Trustee as of the date of this Loan Agreement, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it or the Land Trustee to the extent that such taxes have become due.

(y) Neither the Beneficiary nor the Land Trustee is in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party, which default would adversely affect the Project or the Beneficiary's or the Land Trustee's ability to perform any of their respective obligations under any agreement related to the acquisition, rehabilitation, equipping or financing of the Project.

(z) The estimated Costs of Acquisition of the Project, inclusive of financing costs, is in excess of \$_____.

(aa) Prior to the adoption of the Bond Ordinance, the Beneficiary will have complied with Title 2-154 of the Municipal Code of the Issuer.

(bb) The Beneficiary agrees that it will comply with all applicable laws respecting non-discrimination against any worker, employee or job applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin.

Article III.

Acquisition Of The Project; Issuance Of The Bonds.

Section 3.1. Covenant And Agreement To Acquire.

The Borrowers covenant and agree to cause the Project to be acquired. Subject to Section 3.7 of this Loan Agreement, the Borrowers may consent to any supplements or amendments to the description of the Project (including additions to them or omissions from them), provided that the Borrowers shall certify to the Issuer and the Bond Trustee that such supplement or amendment shall not adversely affect the value of the Project, the revenues expected to be derived from the Project or the character of the Project as a Multi-Family Housing Development. In the event of a supplement or amendment to the description of the Project, the Issuer and the Borrowers shall amend (Sub)Exhibit A to this Loan Agreement to reflect such supplement or amendment, which supplement or amendment shall not be considered as an amendment to this Loan Agreement for the purposes of Article XI of the Indenture.

Section 3.2. Agreement To Issue Bonds; Application Of Bond Proceeds And Certain Other Moneys.

(A) In order to provide for the financing of a portion of the Costs of Acquisition of the Project, the Issuer agrees that it will sell and cause to be delivered to the Original Purchaser, subject to the terms of the Bond Purchase Agreement, the Bonds in the aggregate principal amount of \$_____ having the terms specified in the indenture.

(B) In order to provide for the financing of the remainder of the Costs of Acquisition of the Project, the Borrowers agree to assume that certain mortgage (the "Senior Mortgage"), dated February 5, 1969, between Eastwood Towers, Inc. and Draper and Kramer, Incorporated, including the Secured Note, dated February 5, 1969, relating to that Mortgage, and to deposit with the Trustee the Borrowers' Equity, pursuant to Section 402(b) of the Indenture, and the Issuer agrees to deposit with the Bond Trustee the Issuer's Contribution, pursuant to Section 402(c) of the Indenture.

(C) Upon receipt of the proceeds from the sale of the Bonds (less any underwriter's discount), the Bond Trustee will deposit the proceeds of the Bonds in accordance with Section 402 of the Indenture.

Section 3.3. Borrowers Required To Pay Costs In Event Acquisition Fund Insufficient.

If the moneys in the Acquisition Fund available for payment of the Costs of Acquisition of the Project should not be sufficient to pay such costs in full, the Borrowers agree to pay directly or to provide for the payment of moneys sufficient to pay the Costs of Acquisition as may be in excess of the moneys available in the Acquisition Fund for payment of such Costs of Acquisition. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Acquisition Fund and which, under the provisions of this Loan Agreement, will be available for payment of such Costs of Acquisition, will be sufficient to pay all Costs of Acquisition of the Project. The Borrowers agree that if, after exhaustion of the moneys in the Acquisition Fund, the Borrowers should pay, or provide for the payment of, any portion of the Costs of Acquisition of the Project pursuant to the provisions of this Section 3.3, they shall not be entitled to any reimbursement for such costs from the Issuer or from the Bond Trustee or from the owners of any of the Bonds, nor shall they be entitled to any diminution of the amounts payable under Section 4.2 of this Loan Agreement.

Section 3.4. Borrowers' Representative.

Prior to or concurrently with the sale of the Bonds the Borrowers shall appoint a Borrowers' Representative for the purpose of taking all actions and making all certificates required to be taken and made by the Borrowers' Representative under the provisions of this Loan Agreement, and may appoint one or more alternate Borrowers' Representatives to take any such action or make any such certificate if the same is not taken or made by the Borrowers' Representative. In the event at any time no person is serving as the Borrowers' Representative, Janet Hasz shall be deemed to be the Borrowers' Representative.

Whenever under the provisions of this Loan Agreement the approval of the Borrowers is required, or the Issuer is required to take some action at the request of the Borrowers, such approval or such request shall be made by the Borrowers' Representative unless otherwise specified in this Loan Agreement; and the Issuer or the Bond Trustee shall be authorized to act on any such approval or request and the Borrowers shall have no complaint against the Issuer or the Bond Trustee as a result of any such action taken.

Section 3.5. Investment Of Money On Deposit In Funds Under The Indenture Permitted.

Subject to the provisions of Article IV of the Indenture, any moneys held as a part of the Trust Estate, shall, at the direction of a Borrowers' Representative as to specified investments, be invested or reinvested by the Bond Trustee in Qualified Investments. The Borrowers shall not direct the Bond Trustee to make any investments or reinvestments other than those permitted by law and by the Arbitrage Compliance Agreement. In making any such investments, the Bond Trustee shall comply with the limitations on investment set forth in the Arbitrage Compliance Agreement and may rely on directions delivered to it pursuant to this Section 3.5 by a Borrowers' Representative, and the Bond Trustee shall be relieved of all liability with respect to making such investments in accordance with such directions.

For the purposes of this Section 3.5, any interest-bearing deposits, including certificates of deposit, issued by or on deposit with the Bond Trustee shall be deemed to be investments and not deposits.

Section 3.6. Arbitrage.

The Borrowers covenant with the Issuer and for and on behalf of the Holders of the Bonds from time to time Outstanding that so long as any of the Bonds remain Outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within

the meaning of Section 148 of the Code and the applicable Regulations, as the same exist on the date of this Loan Agreement, or may from time to time later be amended, supplemented or revised. The Borrowers reserve the right, however, to make any investment of such moneys permitted by State law, if, when and to the extent that said Section 148 of the Code or the Regulations shall be repealed or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the written opinion of Bond Counsel, result in making the interest on the Bonds includable in gross income of their owners for income tax purposes.

Section 3.7. Borrowers' Obligation With Respect To Tax Exemption Of Interest Paid On The Bonds.

Notwithstanding any other provision of this Loan Agreement, the Borrowers covenant and agree that they will not knowingly take, authorize or permit, or omit to take, authorize or permit, to the extent such action is within the control of the Borrowers, any action with respect to the Project, or the proceeds of the Bonds, or insurance, condemnation or any other proceeds derived directly or indirectly in connection with the Project (including investment earnings on such proceeds), which will result in the loss of the exclusion of interest on the Bonds from the gross income of their Holders for federal income tax purposes (except for Permitted Tax Exceptions). This provision shall control in case of conflict or ambiguity with any other provision of this Loan Agreement. The Borrowers further covenant that the Bonds and any other obligation constituting a "private activity bond" within the meaning of Section 141(a) of the Code will not be sold (i) at substantially the same time, (ii) pursuant to a common plan of marketing, (iii) at substantially the same rate of interest and (iv) with a common or pooled security used or available to pay debt service on the Bonds. The Borrowers further covenant that they (or any related person, as defined in Section 144(a)(3) of the Code) shall not, pursuant to any formal or informal arrangement, purchase Bonds in an amount related to the amount of the Borrowers' Note.

Article IV.

Loan And Provisions For Repayment.

Section 4.1. Issuance Of Bonds And Other Obligations.

In order to provide for the financing of a portion of the Costs of Acquisition of the Project, including costs and expenses incidental to such financing and to the issuance of the Bonds, the Issuer hereby loans the proceeds received

from the sale of the Bonds to the Borrowers to be deposited, disbursed and applied in accordance with Article III of this Loan Agreement.

Section 4.2. Loan Repayments; Deposits To Bond Fund.

(a) Concurrently with the sale and delivery by the Issuer of the Bonds and to evidence the Borrowers' obligation to repay the Loan and other amounts due under this Loan Agreement in accordance with the provisions of the Indenture and this Loan Agreement, the Borrowers agree to execute and deliver to the Bond Trustee, as assignee of the Issuer, the Note, dated the date of this Loan Agreement, the terms of which are hereby incorporated into this Loan Agreement, and to make payments on the Note to the Bond Trustee for the account of the Issuer in the following amounts and in the manner described in this Section 4.2.

(b) Subject to Section 4.4 of this Loan Agreement, the Borrowers agree unconditionally to make all payments when due on the Note, which payments, regardless of any schedule or provision of this Loan Agreement, the Note or any other document to the contrary, shall be sufficient to pay when due the principal of, redemption premium, if any, and interest on the Bonds, and to pay all other amounts due under this Loan Agreement, including those set in subsection (e) below.

(c) The Borrowers shall deposit, or cause to be deposited, with the Mortgage Servicer (or if none, the Bond Trustee), all Recoveries of Principal which the Borrowers receive, which Recoveries of Principal shall be deposited into the Bond Fund by the Bond Trustee to be applied by it in accordance with the terms of Sections 403(b) and 405 of the Indenture. Deposits of such Recoveries of Principal shall occur within three (3) Business Days following receipt of such Recoveries of Principal by the Borrowers.

(d) The Borrowers further agree to pay to the Mortgage Servicer (or if none, the Bond Trustee): (i) the Expense Requirement, (ii) the reasonable fees, charges and expenses of the Bond Trustee for necessary Extraordinary Services and Extraordinary Expenses, including reasonable legal fees, as and when the same become due; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or willful misconduct of the Bond Trustee, such party shall not be entitled to compensation or reimbursement for such Extraordinary Services or Extraordinary Expenses and (iii) the printing and engraving costs, if any, of the Bonds, other than printing and engraving costs related to the preparation of the Bonds delivered on the Bond Closing Date. The Mortgage Servicer, in turn, will deposit the moneys, less any amounts withheld by the Mortgage Servicer pursuant to the Mortgage Servicing Agreement, to the Bond Trustee, as required by the Mortgage Servicing Agreement.

(e) If the Borrowers shall fail to make any of the payments required in this Article IV, the payment so in default shall continue as an obligation of the

Borrowers until the amount in default shall have been fully paid and the Borrowers will pay interest on any overdue principal and, to the extent permitted by law, on overdue redemption premium, if any, and interest, at the rates set forth in the Indenture with respect to overdue principal of, redemption premium, if any, and interest on the Bonds during such time until paid.

Section 4.3. Payments Pledged And Assigned.

It is understood and agreed that this Loan Agreement (other than Unassigned Rights), including all payments required to be made by the Borrowers pursuant to Section 4.2 of this Loan Agreement, the Note and the Second Mortgage, are pledged and assigned to the Bond Trustee by the Indenture. The Borrowers consent to such pledge and assignment. The Issuer hereby directs the Borrowers and the Borrowers hereby agree to pay or cause to be paid to the Mortgage Servicer for transfer to the Bond Trustee (or if there is no Mortgage Servicer from time to time, directly to the Bond Trustee) all said amounts required to be paid by or for the account of the Borrowers pursuant to this Loan Agreement (other than Unassigned Rights).

Section 4.4. Obligations Of Borrowers Under This Loan Agreement Unconditional; Limited Recourse.

The obligations of the Borrowers to make the payments required in Section 4.2 of this Loan Agreement and to perform and observe the other agreements on their part contained in it shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise, and until such time as the principal of and interest and redemption premium, if any, on the Bonds shall have been fully paid or provision for the payment of them shall have been made in accordance with the Indenture, the Borrowers (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for in Section 4.2 of this Loan Agreement, (ii) will perform and observe all of their other agreements contained in this Loan Agreement and (iii) will not suspend the performance of their obligations under this Loan Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, failure of or a defect of title to the Project or any part of it, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either of them, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

Subject always to the provisions of Section 5.2 of this Loan Agreement, nothing contained in this Section 4.4 shall be construed to release the Issuer from the performance of any of the agreements on its part. The Borrowers may, at their own cost and expense and in their own name or in the name of the Issuer (provided the Issuer is a necessary party) prosecute or defend any action or proceeding or take any other action involving third persons which the Borrowers deem reasonably necessary in order to secure or protect their rights under this Loan Agreement, and in such event the Issuer agrees to cooperate fully with the Borrowers and to take all action necessary to effect the substitution of the Borrowers for the Issuer in any such action or proceeding if the Borrower shall so request.

However, the liability of the Borrowers under this Loan Agreement and under the Note for payments of principal of, redemption premium, if any, and interest on the Note and for any damages at law shall be limited to their interest in the Project and the Revenues held by Borrowers from time to time, if any, and the Issuer and any assignee of the Issuer shall look exclusively to it, or to such other security as may from time to time be given for payment of obligations arising out of this Loan Agreement, the Note or the Indenture, or under any agreement, including the Security Documents, securing the same, and any judgment rendered against the Borrowers for damages at law under this Loan Agreement, the Note, the Indenture or such other security or agreements, including the Security Documents, securing the same or any other agreement executed in connection with them, shall be limited to the Project and the Revenues, and any other security so given for satisfaction of the Borrowers obligations under them; and no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrowers, their assets (other than the Project and the Revenues and the other collateral given by the Borrowers to secure their obligations under this Loan Agreement, the Note and the Security Documents and to secure their obligations arising under the Indenture), their heirs, personal representatives, successors, transferees or assigns, officers, directors, employees or agents, or against Voice of People in Uptown, Inc., its officers, directors, employees or agents, as the case may be, in any action or proceedings arising out of this Loan Agreement, the Indenture, the Note, the Arbitrage Compliance Agreement, the Tax Compliance Agreement, the Issuer Regulatory Agreement, the H.U.D. Regulatory Agreement, the Security Documents or any other security or agreements securing same or any other agreement executed in connection with such documents, or any judgment, order or decree rendered pursuant to any such action or proceedings; provided, however, that the foregoing limitations of this paragraph shall not apply to amounts due to the Issuer from the Borrowers pursuant to Sections 5.6, 5.8, 5.13 and 6.4 of this Loan Agreement; and provided further that the foregoing limitation on equitable remedies shall not apply to equitable remedies ordered or decreed to enforce the covenants and agreements of the Issuer Regulatory Agreement or the H.U.D. Regulatory Agreement or to enforce the covenants and agreements of Sections 2.2, 3.6 and 3.7 of this Loan Agreement.

Section 4.5. Payment Of The Bonds From Payment Of The Note And Other Amounts; Credits.

Payments, and amounts which are deemed to be payments as provided below, of principal of and interest on the Note by the Borrowers to the Mortgage Servicer for deposit with the Bond Trustee, as assignee of the Issuer (or if there is no Mortgage Servicer from time to time, payments made directly to the Bond Trustee) shall constitute payments of such amounts on the Loan made under this Loan Agreement. The Bonds shall be payable from the Revenues deposited by the Borrowers directly or through the Mortgage Servicer with the Bond Trustee pursuant to Section 4.2(c) of this Loan Agreement. Payments of principal of, redemption premium, if any, or interest on the Bonds with moneys in the Bond Fund constituting proceeds from the sale of such Bonds or earnings on investments made under the provisions of the Indenture shall be deemed to be like payments with respect to the Note and shall be credited against the obligation to pay the Note.

Whenever any Bonds are redeemable in whole or in part at the option of the Borrowers, the Bond Trustee, on behalf of the Issuer, shall redeem the same upon the request of the Borrowers and such redemption shall constitute payment of amounts on the Note equal to the redemption price of such Bonds.

Whenever payment or provision for payment has been made in respect of the principal of, redemption premium, if any, or interest on, all or any portion of the Bonds in accordance with the Indenture (whether at maturity or upon redemption or acceleration or upon provision for payment in accordance with Article XII of the Indenture), the Note shall be deemed paid to the extent such payment or provision for such payment has been made. If the Bonds and all other amounts owing under this Loan Agreement are paid in full, the Bond Trustee shall notify the Borrowers that such payment requirement has been satisfied and deliver to the Borrowers the Note endorsed to the order of the Borrowers. Subject to the foregoing, or unless the Borrowers are entitled to a credit under this Loan Agreement or the Indenture, the sum of all payments shall be in the full amount required under the Note.

Article V.

Special Covenants And Agreements.

Section 5.1. F.H.A. Regulations Control.

Notwithstanding anything provided in this Loan Agreement, in the Tax Compliance Agreement or in the Mortgage Servicing Agreement, in the event that any contracts or other documents executed by the Land Trustee or

the Beneficiary or any other arrangements agreed to by the Land Trustee or the Beneficiary in order to finance the Loan from the proceeds of the Bonds are inconsistent with the F.H.A. Documents or applicable F.H.A. Regulations then the F.H.A. Documents and applicable F.H.A. Regulations shall be controlling in all respects. In the event that the consent of F.H.A. is required by the F.H.A. Documents in order for the Issuer or the Bond Trustee to exercise any right or remedy under this Loan Agreement, such consent shall be obtained prior to the exercise of such right or remedy.

Section 5.2. No Liability Of Issuer.

The Bonds are issued under and pursuant to the Bond Ordinance and shall not be general obligations of the Issuer, the State or any political subdivision of the State but shall be limited obligations payable solely out of the Revenues and other amounts derived under this Loan Agreement and as otherwise provided in the Indenture. No holder of any Bonds issued under the Bond Ordinance shall have the right to compel any exercise of taxing power of the Issuer, the State or any political subdivision of the State to pay the Bonds or the interest or redemption premium, if any, on the Bonds, and the Bonds shall not constitute an indebtedness of the Issuer, the State or any political subdivision of the State or a loan of credit of the Issuer, the State or any political subdivision of the State within the meaning of any constitutional or statutory provision.

Section 5.3. Right Of Access To The Project.

The Bond Trustee and the Issuer or its agent may, but shall not be obligated, in connection with their respective responsibilities under this Loan Agreement, the Security Documents, the Indenture, the H.U.D. Regulatory Agreement, the Issuer Regulatory Agreement and the Tax Compliance Agreement, to enter upon and inspect the Project and to inspect and copy the records of the Borrowers and their agents with respect to the Project, at reasonable times and upon reasonable notice to the Borrowers. The Issuer may enter upon or inspect the Project under this Loan Agreement or any provision of law or ordinance, or pursuant to any order of any agency or court. The provisions of this Section 5.3 shall survive the termination of this Loan Agreement.

Section 5.4. Reports And Information.

At the request [of the Issuer] or the Bond Trustee, or their agents, employees or attorneys, the Beneficiary shall furnish, or cause the Land Trustee to furnish, to the Issuer and the Bond Trustee, concurrently with delivery to F.H.A. or H.U.D., copies of any reports and information furnished to F.H.A. or H.U.D. pursuant to the F.H.A. Documents. Additionally, the Beneficiary shall furnish, or cause the Land Trustee to furnish, to the Issuer

and the Bond Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Beneficiary and the Land Trustee with the provisions of this Loan Agreement, the Tax Compliance Agreement and the F.H.A. Documents.

Section 5.5. Assignment.

No assignment of the beneficial interest in the Land Trust, and no transfer of title to the Project, shall be made unless (1) F.H.A. consents to such assignment or transfer, as long as the Loan is insured or held by F.H.A., (2) the transferee or assignee, as the case may be, assumes all of the duties of the Beneficiary and the Land Trustee under this Loan Agreement, the Arbitrage Compliance Agreement, the Tax Compliance Agreement and the F.H.A. Documents and the Borrowers' Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation under this Loan Agreement, but only to the extent that the Beneficiary and the Land Trustee were so exculpated, and (3) the Borrowers provide the Bond Trustee with an opinion of Bond Counsel to the effect that no such assignment or transfer will have an adverse effect on the exclusion of interest on the Bonds from gross income of their Holders for federal income tax purposes. Upon the assumption of the duties of the Beneficiary and the Land Trustee by an assignee as provided in this Loan Agreement, the Beneficiary and the Land Trustee shall be released from all executory obligations so assumed.

Section 5.6. Indemnification Covenant.

The Borrowers hereby release the Issuer (including any person at any time serving as a member of the Issuer, and any employee, officer, trustee, official or agent of the Issuer) and the Bond Trustee and its respective officers, agents, servants and employees (collectively, the "Indemnified Parties" and each individually an "Indemnified Party") from, and agree that the Indemnified Parties shall not be liable for, and to the maximum extent permitted by law, agree to indemnify and hold the Indemnified Parties harmless from: (i) any liability for any loss or damage to property or any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to the Project, including, without limitation, an Environmental Event, or (ii) any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, arising out of the failure, or, claimed failure, of the Borrowers to comply with their covenants contained in any Borrowers Document, and (iii) to the maximum extent permitted by law, any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened, arising out of or in connection with the [Official Statement] or the transactions contemplated by

this Loan Agreement or any document executed in connection with the [Official Statement] or with this Loan Agreement.

The Borrowers also agree to indemnify and hold harmless the Indemnified Parties from and against any liabilities, losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, arising directly or indirectly from or relating to (i) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by the Issuer pertaining to the Bonds, and (ii) any fraud or misrepresentations or omissions contained in the proceedings of the Issuer relating to the issuance of the Bonds or pertaining to the financial condition of the Borrowers which, if known to the purchasers of the Bonds, might be considered a material factor in its or their decision to purchase the Bonds.

Nothing in this Loan Agreement shall be deemed to provide indemnification to the Indemnified Parties with respect to liabilities arising from the fraud, gross negligence or willful misconduct of the Indemnified Parties, to provide indemnification to any attorneys of the Issuer with respect to liabilities arising from any negligence, mistake, error or omission in any legal opinion provided by such party in its professional capacity, nor to provide indemnification to any accountants or financial advisors of the Issuer with respect to liabilities arising from any opinion, audit, report or other document provided by such party in its professional capacity.

In case any claim shall be made or any action shall be brought against one or more of the Indemnified Parties, in respect of which indemnity is sought under this Section 5.6, then each Indemnified Party against whom a claim has been made or an action has been brought shall promptly notify the Borrowers (the "Indemnifying Party") in writing, and the Indemnifying Party shall promptly assume the defense of such claim or action, including the employment of counsel and the payment of all expenses. Any Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense of such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (a) the employment of such counsel has been specifically authorized by the Indemnifying Party in writing, or (b) the Indemnifying Party has failed promptly to assume the defense of such action and employ counsel, or (c) the named parties to any such action (including any impleaded parties) include both such Indemnified Party and one or more of the Indemnifying Parties or an affiliate of any of the Borrowers, and such Indemnified Party shall have been advised by such counsel that representation of such Indemnified Party and one or more of the Indemnifying Parties or an affiliate of any of the Indemnifying Parties by the same counsel would be inappropriate under applicable standards of professional conduct due to actual or potential differing interests between them (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such

action on behalf of such Indemnified Party). It is understood that the Indemnifying Party shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnified Parties not having actual or potential differing interests among themselves, which firm shall be designated in writing by the Indemnifying Party. The Indemnifying Party shall not be liable for any settlement of any such action effected without its written consent, but if settled with its written consent or if there be a final judgment for the plaintiff in any such action, the Indemnifying Party agrees to indemnify and hold harmless any Indemnified Party from and against any loss, liability, damage or expense by reason of such settlement or judgment.

The Borrowers shall at their own cost post such bond or other security as any Indemnified Party under this Section 5.6 may reasonably require with respect to any such claim during the pendency of any litigation.

Section 5.7. Funding Of Mortgage Reserve Fund.

(a) The Beneficiary shall deposit with the Bond Trustee, prior to the issuance of the Bonds, a Letter of Credit and/or the Issuer shall deposit with the Bond Trustee prior to the issuance of the Bonds, cash, in each case in an amount equal to the Mortgage Reserve Requirement (as defined in the Indenture) pursuant to Section 406 of the Indenture in order to protect the Bond Trustee and the Issuer from and against any loss incurred in connection with the assignment, if any, of the Loan to F.H.A. for Mortgage Insurance benefits. The Letter of Credit deposited with the Bond Trustee pursuant to this Section 5.7 shall be substantially in the form of the Letter of Credit attached to this Loan Agreement as (Sub)Exhibit B. The Beneficiary agrees to cause to be maintained on deposit with the Bond Trustee cash and/or a Letter of Credit in an amount equal to the Mortgage Reserve Requirement deposited by or for the account of a person other than the Beneficiary or the Land Trustee so long as the Bonds are Outstanding or until the Mortgage Reserve Requirement under the Indenture shall be eliminated.

(b) Such cash and/or Letter of Credit shall be held by the Bond Trustee to the credit of the Mortgage Reserve Fund established under the Indenture.

(c) The Bond Trustee shall draw on the Letter of Credit and apply the proceeds in such Letter of Credit in the manner described in Section 406 of the Indenture.

(d) In the event any Letter of Credit deposited under this Loan Agreement fails to qualify as a Letter of Credit by reason of the rating of the issuer of such Letter of Credit or otherwise, the Beneficiary shall so notify the Bond

Trustee and shall cause the Letter of Credit to be immediately replaced with a Letter of Credit satisfying the requirements of this Loan Agreement.

(e) In the event any Letter of Credit shall be terminated or shall not be renewed in accordance with its terms, the Bond Trustee promptly shall notify the Borrower of such termination or non-renewal upon receiving notice thereof from the provider of such Letter of Credit.

(f) All cash paid to, and Letters of Credit deposited with, the Bond Trustee pursuant to this Section 5.7 shall be held by the Bond Trustee in its capacity as Bond Trustee under the Indenture and not in its capacity as mortgagee.

Section 5.8. Fees Of The Issuer.

The Beneficiary agrees to pay the Issuer an Issuer's Fee of \$_____, which shall be paid in annual installments of \$_____ on each Principal Payment Date, as provided in Section 407 of the Indenture, until paid in full.

Any amounts paid to the Issuer pursuant to Section 407 and Article IX of the Indenture shall be credited against the amounts payable by the Beneficiary under this Section 5.8.

Section 5.9. Operation And Maintenance Of The Project.

(a) The Borrowers covenant and agree to operate the Project as a Multi-Family Housing Development during the Qualified Project Period (as defined in the Issuer Regulatory Agreement) and as otherwise provided in the H.U.D. Regulatory Agreement. The Borrowers are prohibited by this Loan Agreement from selling or otherwise disposing of the Project, except as provided in Section 5.5 of this Loan Agreement.

(b) Nothing contained in this Loan Agreement shall be construed to require or authorize the Issuer to operate the Project or to conduct any business enterprise with the Project. The Borrowers recognize that the Issuer has not made an inspection of the Project or of any fixture or other item constituting a portion of the Project, and the Issuer makes no warranty or representation, express or implied or otherwise, with respect to the same or the location, use, description, design, merchantability, fitness for use for any particular purpose, condition or durability of the Project, or as to the Issuer's or the Borrowers' title to or ownership of the Project or otherwise, it being agreed that all risks incident to the Project are to be borne by the Borrowers. In the event of any defect or deficiency of any nature in the Project or any fixture or other items constituting a portion of the Project, whether patent or latent, the Issuer shall have no responsibility or liability with respect to such defect or deficiency. The provisions of this Section 5.9 have been negotiated and are intended to be a complete exclusion and

negation of any warranties or representations by the Issuer, express or implied, with respect to the Project or any fixture or other item constituting a portion of the Project, whether arising pursuant to the Uniform Commercial Code of the State or another law now or later in effect or otherwise.

(c) The Borrowers shall maintain the Project in reasonably good condition and repair.

Section 5.10. Optional Redemption Of Bonds.

If the Borrowers are not in default in the payments under Section 4.2 of this Loan Agreement, the Issuer, upon reasonable assurance from the Borrowers that the Borrowers shall make sufficient funds available in accordance with the terms of the Indenture, at the request at any time of the Borrowers and if the same are then callable, shall immediately take all steps that may be necessary under the provisions of the Indenture to effect redemption of all or a portion of the then Outstanding Bonds, as may be specified by the Borrowers, on the earliest redemption date on which such redemption may be made under such applicable provisions.

Section 5.11. Taxes And Governmental Charges.

The Borrowers will promptly pay, prior to when delinquent, all lawful taxes, assessments and governmental charges of any kind whatsoever, including, without limitation, income, profits, property and excise taxes levied or assessed by federal, state or any municipal government upon the Issuer with respect to all or any part of the Project or any payments under this Loan Agreement or the Security Documents. If the Issuer or the Bond Trustee receives written notice of any such assessment or governmental charge, it agrees to give the Borrowers prompt notice of such receipt.

The Borrowers may at their own expense and in their own name in good faith contest any such taxes, assessments and governmental charges of any kind whatsoever and, in the event of any such contest, may permit the taxes, assessments or governmental charges so contested to remain unpaid during the period of such contest and any appeal from such contest; provided that during such period enforcement of any such contested item shall be effectively stayed.

Notwithstanding any discharge of the Indenture or termination of this Loan Agreement, if the Borrowers shall elect to deposit moneys or Government Obligations with the Bond Trustee pursuant to the provisions of Article IX of the Indenture, the Borrowers shall pay, and shall indemnify and hold harmless, the Bond Trustee, the Issuer and each owner of the Bonds

against any tax, fee or other charge imposed upon or assessed against such deposited moneys or Government Obligations or the principal of, or redemption premium, if any, and interest received on such deposited moneys or Government Obligations.

The Borrowers covenant and agree that they will, from time to time, promptly pay and discharge or cause to be paid and discharged, prior to when delinquent, all taxes, assessments and other governmental charges lawfully imposed upon all or any part of the Project, and the income and profits of the Project; provided, however, that nothing contained in this Loan Agreement shall require the Borrowers to pay or discharge any such tax, assessment or governmental charge, so long as the Borrowers shall in good faith contest the validity of such tax, assessment or governmental charge.

Section 5.12. Qualification.

The Beneficiary and any transferee or assignee of the Beneficiary pursuant to Section 5.5 of this Loan Agreement each agrees that during the term of this Loan Agreement it will maintain its existence, will maintain its status under Section 501(c)(3) of the Code, will continue to be qualified to transact business and will be in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets except as provided in this Loan Agreement.

Section 5.13. Taxes On The Revenues.

If any taxes, assessments or other charges are levied on the Issuer with respect to the moneys and other payments to be paid to the Issuer under Section 4.2 of this Loan Agreement, which taxes create a lien on such moneys and other payments which is prior to the lien of the Bond Trustee pursuant to the Indenture, the Borrowers covenant and agree to pay the same promptly and to hold the Issuer harmless from the same. If the Borrowers shall pay any such tax, assessment or other charge, the Borrowers shall be subrogated to the Issuer's right, if any, to contest the validity of the levy of such tax, assessment or other charge and shall be entitled to recovery, as compensatory damages, of an amount up to the amount of such tax, assessment or other charge so paid by the Borrowers plus, to the extent permitted by law, the amount of legal fees incurred in connection with such contest.

5.14. Insurance And Other Escrow Payments.

The Borrowers shall maintain in force at all times the insurance coverage required under the terms of the Senior Mortgage, whether or not such Senior Mortgage is outstanding and as required under the terms of the Mortgage

Servicing Agreement, whether or not such Mortgage Servicing Agreement has been terminated. In addition, the Borrowers shall pay to the Mortgage Servicer (or if none, to the Bond Trustee) other Escrow Payments; provided, however, that such Escrow Payment need not be made to the Mortgage Servicer (or, if none, to the Bond Trustee) if they are otherwise being paid in accordance with the Senior Mortgage. In addition, the Borrowers shall comply, or cause compliance, with applicable workers' compensation laws of the State and shall maintain, or cause to be maintained, the coverage required by such laws. The Borrowers further agree to provide or cause to be provided at the time of delivery of the Bonds a mortgage title insurance policy in the maximum amount then obtainable up to the principal amount of the Bonds, covering the Site and insuring the lien of the Bond Trustee, subject only to Permitted Encumbrances, and evidence of its maintenance of the insurance coverage required under the terms of the Mortgage.

Section 5.15. Recordation Of Financing Statements.

The Borrowers shall deliver to the Issuer and to the Bond Trustee, or shall cause to be delivered to the Issuer and to the Bond Trustee, evidence of the due recordation of the Security Documents and of any financing statements required under the Uniform Commercial Code of the State in order to give notice of, perfect, continue or protect the liens and security interests granted to the Bond Trustee under the Indenture. Not earlier than six (6) months nor later than three (3) months prior to the end of the 5-year period from the filing of the financing statements on the Bond Closing Date, the Borrowers shall provide to the Bond Trustee evidence satisfactory to it of the due recordation of continuation statements with respect to such financing statements.

Section 5.16. Inspection Of Project Books.

All books and records in the Borrowers' possession relating to the Project and the amounts derived from the Project shall at all reasonable times be open to inspection by such accountants or other agencies as the Bond Trustee or the Issuer may from time to time designate.

Section 5.17. Notice Of Certain Events.

The Borrowers promptly will notify the Issuer and the Bond Trustee of (i) the occurrence of an event of damage to or destruction of all or any portion of the Project or the receipt of notice that all or a portion of the Project will be condemned or taken for a public or quasi-public use and (ii) any event of which the Borrowers have notice that would require the Borrowers to prepay the indebtedness under this Loan Agreement in accordance with Section 7.3 of this Loan Agreement or which constitutes, or with the passage of time would constitute, an "event of default" under this Loan Agreement, the

Indenture, any other Borrower Document or any F.H.A. Document. The Borrowers also promptly will notify S. & P. of any event which constitutes an "event of default" under the F.H.A. Documents.

Section 5.18. Accessibility To Project.

With respect to the Project, the Borrowers agree to comply, to the extent applicable, with the Illinois Environmental Barriers Act, the Americans with Disabilities Act and other federal, state or local statutes, laws, ordinances, codes, rules, resolutions or orders regulating, relating to or imposing standards for, handicap accessibility.

Article VI.

Events Of Default And Remedies.

Section 6.1. Events Of Default Defined.

The following shall be "events of default" under this Loan Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrowers to pay when due any amounts required to be paid in accordance with Section 4.2 of this Loan Agreement or to deposit Revenues with the Bond Trustee as required by Section 4.2(c) of this Loan Agreement; provided that failure by the Borrowers to make the payments provided for in Section 4.2(e) of this Loan Agreement shall not constitute an event of default under this Loan Agreement if such payments are being contested by the Borrowers in good faith.

(b) Any breach by the Borrowers of any of their representations or warranties made in this Loan Agreement or failure by the Borrowers to observe and perform any of their covenants, conditions or agreements made on their part to be observed or performed under this Loan Agreement (other than a failure to make any payments referred to in subsection (a) above), for a period of sixty (60) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Borrowers by the Bond Trustee or to the Borrowers and the Bond Trustee by the Issuer, unless the Bond Trustee shall agree in writing to an extension of such time prior to its expiration. If the Borrowers are contesting a breach under this subparagraph (b) in good faith, the Trustee may agree to extend (which agreement shall not be unreasonably withheld) the sixty (60) day period referred to in the preceding sentence until the court or governmental body before which the Borrowers are

contesting such breach has rendered a decision adverse to the Borrowers, if, in the Trustee's sole discretion, such an extension will not adversely affect the interests of the Holders of the Bonds.

(c) The dissolution or liquidation of either of the Borrowers; or the filing by either of the Borrowers of a voluntary petition in bankruptcy; or failure by either of the Borrowers promptly to forestall or remove any execution, garnishment or attachment of such consequence as will materially impair their ability to continue their business or fulfill their obligations under this Loan Agreement or under the Indenture; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be amended, against either of the Borrowers; or the filing of a petition or answer proposing the entry of an order for relief against the Borrowers under Title 11 of the United States Code, as the same may from time to time be amended, or proposing the reorganization, arrangement or debt readjustment of either of the Borrowers under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within ninety (90) days after the filing of such petition or answer; or the failure of either of the Borrowers generally to pay their debts as they become due; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of either of the Borrowers) of all or substantially all of the property of the Borrowers, and the failure of such a custodian to be discharged within ninety (90) days after such appointment; or the taking by such a custodian of possession of either of the Borrowers or substantially all of their property, and the failure of such taking to be discharged within ninety (90) days after such taking; or either of the Borrowers consent to or acquiescence in such appointment or taking; or assignment by either of the Borrowers for the benefit of their creditors; or the entry by either of the Borrowers into an agreement of composition with their creditors. The term "dissolution or liquidation of either of the Borrowers", as used in this subsection, shall not be construed to include the cessation of the existence of either of the Borrowers resulting from a dissolution or liquidation of either of the Borrowers following a transfer of all or substantially all of their assets, under the conditions permitting such actions contained in Section 5.5 of this Loan Agreement.

(d) The occurrence of an "event of default" under the Indenture.

(e) The occurrence of an "event of default" under the Issuer Regulatory Agreement, the Tax Compliance Agreement, the Arbitrage Compliance Agreement, the Mortgage, the F.H.A. Documents or any other Security Document.

Section 6.2. Remedies On Default.

Whenever any event of default referred to in Section 6.1 of this Loan Agreement shall have happened and be continuing the Bond Trustee, as assignee of the Issuer (except as to Unassigned Rights) may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and later to become due under this Loan Agreement, including, without limitation, the steps referred to in Section 604 of the Indenture, or to enforce performance and observance of any obligation, agreement or covenant of the Borrowers under this Loan Agreement, the Note, the Issuer Regulatory Agreement or the Mortgage. The Beneficiary agrees to pay all costs, expenses and fees, including reasonable attorneys' fees, which may be incurred by the Issuer or the Trustee in enforcing this Loan Agreement following default on the part of the Borrowers, or either of them, under this Agreement.

Any amounts collected pursuant to action taken under this Section 6.2 shall be paid into the Bond Fund (unless otherwise provided in this Loan Agreement) and applied in accordance with the provisions of the Indenture. No action taken pursuant to this Section 6.2 shall relieve the Borrowers from their obligations pursuant to Section 4.2 of this Loan Agreement.

Section 6.3. No Remedy Exclusive.

No remedy conferred upon or reserved to the Issuer in this Loan Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or later existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of such rights or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice, other than such notice as may be expressly required. Such rights and remedies as are given the Issuer under this Loan Agreement shall also extend to the Bond Trustee, and the Bond Trustee and the Holders of the Bonds, subject to the provisions of the Indenture, shall be entitled to the benefit of all covenants and agreements contained in this Loan Agreement.

Section 6.4. Agreement To Pay Fees And Expenses Of Counsel.

If the Borrowers should default under any of the provisions of this Loan Agreement and the Issuer or the Bond Trustee should employ legal counsel or incur other expenses for the collection of the indebtedness under this Loan Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Borrowers contained in this Loan Agreement, the Borrowers agree that they will on demand pay to the Bond Trustee, the Issuer or, if so directed by the Issuer, to the legal counsel for the Bond Trustee or the Issuer, the reasonable fees of such legal counsel and such other expenses so incurred by or on behalf of the Issuer or the Bond Trustee.

Section 6.5. No Additional Waiver Implied By One Waiver; Consents To Waivers.

If any agreement contained in this Loan Agreement should be breached by either party and later waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Loan Agreement. No waiver shall be effective unless in writing and signed by the party making the waiver. The Issuer shall have no power to waive any default by the Borrowers under this Loan Agreement without the consent of the Bond Trustee to such waiver. The Bond Trustee shall have power to waive any default by the Borrowers under this Loan Agreement, except a default under Sections 5.3, 5.5, 5.6 or 6.4 of this Loan Agreement without the prior written concurrence of the Issuer. Notwithstanding the foregoing, if, after the acceleration of the maturity of the outstanding Bonds by the Bond Trustee pursuant to Section 602 of the Indenture, all arrears of interest on the outstanding Bonds and interest on overdue installments of interest (to the extent permitted by law) at the rate of interest borne by the Bonds and the principal of and premium (if any) on all Bonds then outstanding which have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and the interest on such Bonds which by such acceleration shall have become due and payable, shall have been paid, and if any and all other "events of default" under the Indenture shall have been cured or waived in accordance with the provisions of the Indenture, and if there shall have been paid the reasonable fees and expenses of the Bond Trustee and of the Holders of such Bonds, including reasonable attorneys' fees paid or incurred, and such event of default under the Indenture shall be waived in accordance with Section 611 of the Indenture with the consequence that such acceleration under Section 602 of the Indenture is rescinded, then the Borrowers' default under this Loan Agreement shall be deemed to have been waived and its consequences rescinded and no further action or consent by the Bond Trustee or the Issuer shall be required.

Article VII.

Option And Obligations Of Beneficiary To Prepay.

Section 7.1. Option To Prepay.

The Borrowers shall have, and are hereby granted, the option to prepay the amounts payable under this Loan Agreement and on the Note in whole at any time or in part from time to time (a) to provide for the redemption of the Bonds pursuant to the provisions of Article III of the Indenture (with the requisite consent of H.U.D.) or (b) to provide for the defeasance of the Bonds pursuant to Article IX of the Indenture. If the Borrowers elect to provide for the redemption of Bonds as permitted by this Section 7.1, the Borrowers shall notify and instruct the Bond Trustee to redeem all or any portion of the Bonds in advance of maturity.

Section 7.2. Obligations To Prepay The Note.

The Borrowers covenant and agree to prepay an amount due and to become due on the Note within 5 Business Days following receipt of Recoveries of Principal, but only to the extent such Recoveries of Principal are to be used to redeem Bonds in accordance with the Indenture.

Section 7.3. Notice Of Prepayment; Amount To Be Prepaid; Advance Payment.

(a) Unless otherwise provided in Sections 7.1 or 7.2 above, following either (i) the exercise of the option granted to the Borrowers in Section 7.1, or (ii) the occurrence of an event described in Section 7.2 giving rise to the obligation or election to prepay the Note, the Borrowers shall give written notice of prepayment of the Note to the Issuer and to the Bond Trustee. On or prior to the date for redemption of Bonds, there shall be deposited with the Bond Trustee from payments by the Borrowers as required by Sections 7.1 or 7.2, as appropriate, for payment into the Bond Fund the amount required in subsection (b) of this Section 7.3. The notice shall provide for the date of the application of the prepayment made by the Borrowers to the redemption of Bonds in whole or in part pursuant to call for redemption and shall specify the redemption date. In the event the Borrowers exercise their option under Section 7.1 to prepay amounts due on the Note or are required to make a prepayment under Section 7.2 of this Loan Agreement, the Borrowers shall give written notice of such fact and of the corresponding redemption to the Bond Trustee and the Issuer not less than forty-five (45) days prior to the date fixed for the redemption of Bonds.

(b) The prepayment payable by the Borrowers under this Loan Agreement upon either (i) the exercise of the option granted to the Borrowers in Section 7.1, or (ii) the occurrence of an event specified in Section 7.2 shall be, to the extent applicable, and except as otherwise provided in Article IX of the Indenture, the sum of the following:

- (1) the amount of money which, when added to the amount on deposit in the Bond Fund prior to the prepayment being made, will be sufficient to provide all funds necessary to redeem the Bonds or portions of the Bonds to be redeemed on the date selected for such redemption, including, without limitation, principal, redemption premium, if any, and all interest to accrue to said Redemption Date and redemption expenses; plus
- (2) if all of the Bonds are to be retired, an amount of money equal to the Bond Trustee's Ordinary and Extraordinary Fees and Expenses under this Loan Agreement or under the Indenture accrued and to accrue until the final payment and redemption of the Bonds.

(c) Any prepayment made pursuant to Section 7.1 or 7.2 shall be deposited into the Bond Fund. No prepayment or investment of the proceeds of such prepayment (including for this purpose proceeds from the investment of such moneys) shall be made which shall cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 7.4. Cancellation At Expiration Of Term.

At the acceleration, termination or expiration of the term of this Loan Agreement and following full payment or provision for full payment of the Bonds and of all other fees and charges having been made in accordance with the provisions of this Loan Agreement and the Indenture, the Issuer shall deliver to the Borrowers any documents and take or cause the Bond Trustee to take such actions as may be necessary to effectuate the cancellation and evidence the termination of this Loan Agreement.

Article VIII.

Miscellaneous.

Section 8.1. Binding Effect; Joint And Several Obligations.

All covenants, representations, warranties, agreements and obligations of

the Issuer and the Borrowers shall be binding upon and shall inure to the benefit of and shall be binding upon the Issuer, the Borrowers and their respective successors and assigns, subject, however, to the limitations contained in Section 5.5 and Section 5.12 of this Loan Agreement. The Borrowers' obligations under this Loan Agreement are joint and several.

Section 8.2. Execution Of Counterparts.

This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a lien or security interest in this Loan Agreement by the Bond Trustee, whether under Article 9 of the Uniform Commercial Code of the State or otherwise, only the counterpart delivered to, and receipted by, the Bond Trustee shall be deemed the original.

Section 8.3. Amendments, Changes And Modifications.

Subsequent to the issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and redemption premium, if any, on the Bonds) in accordance with the provisions of the Indenture, this Loan Agreement may not be amended, changed, modified, altered or terminated by the Issuer and the Borrowers except as provided in Section 3.1 of this Loan Agreement and Article VII of the Indenture.

Section 8.4. Severability.

In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Loan Agreement; provided, however, that no such invalidity shall require the Issuer to make any payments of principal of, redemption premium, if any or interest on the Bonds from any source other than the Revenues and as otherwise provided in the Indenture.

Section 8.5. Amounts Remaining In Funds.

Any amounts remaining in the Funds held by the Bond Trustee under the Indenture, after payment in full of the Bonds (or provision for such payment having been made in accordance with the provisions of the Indenture) and the fees, charges and expenses of the Issuer and the Bond Trustee, including reasonable attorneys' fees, if any, and all other amounts required to be paid under this Loan Agreement and the Indenture, shall be paid to the Borrowers by the Bond Trustee as overpayment of the indebtedness under this Loan Agreement.

Section 8.6. Notice.

Any notice, demand or other communication required or permitted under this Loan Agreement shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance with this Section 8.6 :

If To The Issuer:

Office of the City Comptroller
City of Chicago
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

and to

Department of Housing
City of Chicago
318 South Michigan Avenue,
7th Floor
Chicago, Illinois 60604
Attention: Commissioner

With A Copy To:

Office of the Corporation Counsel
City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Borrower:

Lakeview Towers Preservation Corp.
4554 North Broadway
Suite 302
Chicago, Illinois 60640
Attention: Janet Hasz

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Land Trust Department
Re: Land Trust Number 114365-08

With A Copy To:

Rudnick & Wolfe
203 North LaSalle Street
18th Floor
Chicago, Illinois 60601
Attention: Paul Fisher, Esquire

If To The Bond Trustee:

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust
Department

If To The Original Purchaser:

Lazard Freres & Co.
One Rockefeller Plaza
New York, New York 10020
Attention: Municipal Finance
Department

If To F.H.A. Or H.U.D.:

U.S. Department of Housing and
Urban Development
Chicago Area Office, Region V
77 West Jackson Boulevard
Suite 2300
Chicago, Illinois 60604
Attention: Edward Hinsburger

If To S. & P.

Standard & Poor's Corporation
25 Broadway, 21st Floor
New York, New York 10004
Attention: Manager
Mortgages/Structured
Financing Group

Copies of each notice, certificate or other communication given under this Loan Agreement by any party hereto shall be given to all parties to this Loan Agreement.

Section 8.7. Further Assurances.

The Borrowers agree and undertake to perform any and all obligations of the Borrowers contained in and pursuant to the Indenture and agree to be bound by the provisions of the Indenture.

Section 8.8. Governing Law.

This Loan Agreement is to be construed in accordance with and governed by the laws of the State and, where applicable, the laws of the United States of America.

Section 8.9. Captions.

The section headings contained in this Loan Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Loan Agreement.

Section 8.10. Term Of The Agreement.

This Loan Agreement shall be in full force and effect from its date to and including such date as all of the Bonds shall have been fully paid or retired (or provision for such payment shall have been made as provided in the Indenture), provided, however, that the Borrowers' obligations under Section 4.2 of this Loan Agreement shall survive in the event of a redemption of any or all of the Bonds pursuant to Section 301 of the Indenture until all of the Bonds issued under the Indenture shall have been fully paid or retired (or provision for such payment shall have been made as provided in the Indenture), and provided further that the covenants of the Borrowers contained in Sections 3.6, 3.7, 4.2(e), 5.6 and 5.8 of this Loan Agreement shall survive its termination.

Section 8.11. Land Trustee's Exculpation.

This Loan Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but as the Land Trustee in the exercise of the power and authority conferred upon and vested in it as such Land Trustee under the Trust Agreement, and it is expressly agreed by the Issuer and by every person now or later claiming any right or security under this Loan Agreement that nothing contained in this Loan Agreement shall be construed as creating any liability on American National Bank and Trust Company of Chicago personally to make any payments or perform any obligation or covenant contained in this Loan Agreement, all such liability, if any, being expressly waived, and that any recovery on the Borrowers' Documents shall be against and out of the property described in any one or

more of the Borrowers' Documents, or by enforcement of any one or more of the provisions contained in any one or more of the Borrowers' Documents, but this waiver shall in no way release, waive, modify, discharge or otherwise affect the personal liability or responsibility of the Beneficiary or of any cosigner, endorser or other person or entity obligated under any one or more of the Borrowers' Documents, or of any person owning a beneficial interest in the Land Trust, or of any other person or entity other than American National Bank and Trust Company of Chicago.

Section 8.12. Issuer's Exculpation.

No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based on the Bonds or upon any obligation, covenant or agreement contained in the Indenture or Bond Ordinance or the Loan Agreement or the Bond Purchase Agreement against any past, present or future member, officer, agent or employee of the Issuer, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture or Bond Ordinance or the Loan Agreement and the issuance of the Bonds.

Section 8.13. Release Of Second Mortgage And Note.

The Issuer shall release or cause to be released the Second Mortgage and the lien of the Second Mortgage by proper instrument in writing upon payment in full of the indebtedness secured by the Second Mortgage and shall return or cause to be returned to the Beneficiary said Second Mortgage and Note.

Section 8.14. F.H.A. Regulations And Documents Controlling.

No provisions of the Indenture or any related document, including, but not limited to, this Loan Agreement and the Mortgage Servicing Agreement (collectively, the "Financing Documents") are intended to alter or conflict with Title 24 of the Code of Federal Regulations as in effect on the date of the Indenture or the Contract of Mortgage Insurance or the F.H.A. Documents executed in connection with the Loan, and to the extent that they do so, in the opinion of H.U.D., the Financing Documents shall be amended or shall be deemed to be amended so as not to alter or conflict with the F.H.A. Documents.

Notwithstanding anything provided in the Indenture, or in any of the Financing Documents, in the event that any contracts or other documents executed by the Land Trustee or the Beneficiary or any other arrangements agreed to by the Land Trustee or the Beneficiary in order to finance the Loan from the proceeds of the Bonds are inconsistent with the F.H.A. Documents then the F.H.A. Documents shall be controlling in all respects.

In Witness Whereof, The Issuer and the Borrowers have caused this Loan Agreement to be executed in their respective names and their seals to be affixed to it and attested by their duly authorized officers or members, as appropriate, all as of the date first above written.

[Seal]

City of Chicago, Illinois

Attest:

By: _____

By: _____
Its: _____

[Seal]

Lakeview Towers Preservation Corp.

Attest:

By: _____
Its: _____

By: _____
Its: _____

American National Bank and Trust
Company of Chicago, not personally
but as Land Trustee of Trust
Number 114365-08

[Seal]

Attest:

By: _____
Its: _____

By: _____
Its: _____

The City of Chicago, Illinois, hereby pledges and assigns to the Bond Trustee (except for Unassigned Rights) the foregoing counterpart of the Loan Agreement, this ____ day of _____, 1992.

[Seal]

City of Chicago, Illinois

Attest:

By: _____
Its: _____

By: _____
Its: _____

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for County and State aforesaid, Do Hereby Certify that _____ and _____, respectively, as the _____ and the _____ of the City of Chicago, a municipality and home rule unit of the State of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said municipal corporation and home rule unit, and delivered the said instrument as their own free and voluntary act and deed, for the uses and purposes set forth in such instrument.

Given under my hand and notarial seal this ____ day of _____, 1992.

Notary Public
in and for Cook County, Illinois

[SEAL]

My Commission Expires:

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the President of Lakeview Towers Preservation Corp., one of the Borrowers under the foregoing instrument and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth in such instrument.

Given under my hand and notarial seal this _____ day of _____, 1992.

Notary Public
in and for Cook County, Illinois

[SEAL]

My Commission Expires:

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for the said County and State aforesaid, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of American National Bank and Trust Company of Chicago, not personally but as Land Trustee under Trust Number 114365-08 and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said bank, and delivered the said instrument as _____ and _____ of said bank, as the free and voluntary act and deed of said bank, and as their own free and voluntary act and deed, for the uses and purposes set forth in such instrument.

Given under my hand and notarial seal this _____ day of _____, 1992.

Notary Public
in and for Cook County, Illinois

[SEAL]

My Commission Expires:

Exhibits "A", "B" and "C" attached to this Loan Agreement read as follows:

(Sub)Exhibit "A".

*(To Loan Agreement Beginning On Page 16089
Of This Journal.)*

Project Description.

The Project consists of:

(Sub)Exhibit "B".

(To Loan Agreement Beginning On Page 16089

Promissory Note.

[To Come From H.U.D.]

(Sub)Exhibit "C".

*(To Loan Agreement Beginning On Page 16089
Of This Journal.)*

Legal Description Of Project Site.

**AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENT
REGARDING *DANIEL JANZ V. PELAN POWELL*
AND CITY OF CHICAGO.**

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the following case: *Daniel Janz v. Pelan Powell and the City of Chicago*, 86 L 24166, for the amount of \$750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Daniel Janz v. Pelan Powell and the City of Chicago*, 86 L 24166, in the amount of \$750,000.00.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO HOUSING AUTHORITY FOR
HIRING OF ADDITIONAL SWORN SECURITY OFFICERS
FOR PUBLIC HOUSING COMPLEXES.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Housing Authority providing for additional security, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("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 ("Constitution"), having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution; and

WHEREAS, The City and the Chicago Housing Authority ("C.H.A.") has found and does hereby find that there exists within the City a serious need to increase security patrols at C.H.A. public housing complexes; and

WHEREAS, The City and C.H.A. seek to reduce criminal activity through the conspicuous presence of additional security officers; and

WHEREAS, The City annually receives Community Development Block Grant funds to be used in the development of viable urban communities by providing decent housing and a suitable living environment, principally for persons of low- and moderate-income; and

WHEREAS, The City now desires to enter into an agreement with the C.H.A. to provide funding for the C.H.A. to hire additional sworn security officers; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor is hereby authorized to execute an intergovernmental agreement between the City and the C.H.A. in substantially the form attached hereto as "Exhibit A", and the City Clerk is authorized to attest and affix the seal of the City of Chicago, upon the recommendation of the Superintendent of the Chicago Police Department, and subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

SECTION 3. Employees of the City engaged by the C.H.A. to perform the services set forth in the attached agreement will be deemed not to have a financial interest in the attached agreement for purposes of Section 2-156-110 of the City Governmental Ethics Ordinance.

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

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

Exhibit "A".

Agreement

Between

The City Of Chicago

(Police Department)

And

The Chicago Housing Authority.

Pursuant To The Year XVIII Community Development
Block Grant ("C.D.B.G.") Program.

This Agreement is entered into as of this _____ day of _____, 1992, by and between the Chicago Housing Authority, ("C.H.A.") 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 Police Department at Chicago, Illinois.

Recitals.

Whereas, The City has received Community Development Block Grant funds pursuant to the Housing and Community Development Act of 1974; and

Whereas, The Community Development Block Grant funds are to be used for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

Whereas, The City desires to enter into an Agreement with the C.H.A. to provide funds to reduce the criminal activity through the conspicuous presence of additional security officers on C.H.A. facilities; and

Whereas, The C.H.A. is ready, willing and able to enter into this Agreement to provide eligible services (the "Services") under the

Community Development Block Grant Ordinance ("C.D.B.G.") to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and C.H.A. agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Term, Payment.

2.01 Term Of Agreement.

This Agreement shall take effect as of June 1, 1992 and shall continue through December 31, 1992 unless extended pursuant to Section 4.02 or until the Agreement is terminated in accordance with its terms, whichever occurs first. See Article 4 for further terms and the conditions related to the term of services under this Agreement.

2.02 Funding.

Any payments under this Agreement shall be made from Fund No. _____ and are subject to the annual appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement shall not exceed One Million Three Hundred Thousand Dollars (\$1,300,000) without an amendment to this Agreement in accordance with Section 9.03 hereof. Additional funding for subsequent fiscal years may be allocated to this Agreement pursuant to Section 9.03. The City shall, after periodic reviews of the spending levels under this Agreement, have the right upon written notice to the C.H.A. to reduce the maximum payment hereunder. Such notice shall be pursuant to Article 10. The C.H.A. shall fully cooperate with the City with regards to the deobligation or reprogramming of funds. See Article 5 for further terms and conditions related to compensation under this Agreement.

*Article 3.**Duties And Responsibilities Of C.H.A.***3.01 Scope Of Services.**

The C.H.A. shall provide security personnel to patrol the various C.H.A. properties throughout the City ("Services"). This scope of Services is intended to be general in nature and the Services to be performed by the C.H.A. are set forth more fully in (Sub)Exhibit 1, which is attached hereto and incorporated herein by reference. C.H.A. shall perform the Services in accordance with the standard of performance set forth in Section 3.02.

3.02 Standard Of Performance.

The C.H.A. shall perform or cause to be performed all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a C.H.A. performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. C.H.A. shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

This provision in no way limits the City's rights against C.H.A. either under this Agreement, at law or in equity.

3.03 Personnel Qualifications.

The C.H.A., if required to be licensed under any applicable statute, shall provide personnel who are so licensed and certified.

The C.H.A., if exempt from licensure under any applicable statute, shall provide personnel who are otherwise competent and qualified to perform the Services required under this Agreement. The C.H.A. shall retain and make available to the City, State and Federal agencies governing C.D.B.G. funds all proofs and verifications of certification or expertise including, but not limited to, resumes and job descriptions upon request.

3.04 Nondiscrimination.**A. Federal Requirements.**

It shall be an unlawful employment practice for the C.H.A. (1) to fail or

refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

C.H.A. shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., (1989), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. Sec. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Sec. 6101 -- 6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. Sec. 793 -- 794 (1988); Americans with Disabilities Act, P.L. 101 -- 336; and 41 C.F.R. Part 60 et seq., (1990).

B. State Requirements.

C.H.A. shall comply with the Illinois Human Rights Act, Ill. Rev. Stat. Ch. 68, Para. 1-101 et seq., (1989), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, the C.H.A. shall comply with the Discrimination in Public Contracts Act, Ill. Rev. Stat. Ch. 29, Para. 17 et seq., (1989), as amended.

C. City Requirements.

C.H.A. shall comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq., of the Chicago Municipal Code (1990), as amended.

Further, C.H.A. shall furnish and shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Subcontractors.

C.H.A. agrees that all of the above provisions, (A), (B) and (C), will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this contract.

3.05 Minority And Women-Owned Business Enterprises.

C.H.A. shall not be required to comply with the Minority- and Women-Owned Business Enterprise Program, Chicago Municipal Code Ch. 2-92, Section 2-92-420 et seq., (1990) (the "M.B.E./W.B.E. Ordinance").

3.06 Insurance.

A. Insurance To Be Provided By C.H.A.

C.H.A. shall procure and maintain at all times, at C.H.A.'s own expense, except as provided elsewhere in this Agreement, during the life of this Agreement, as set forth in Section 2.01 and until final acceptance of all of the work covered under this Agreement, the types of insurance specified below, with insurance companies authorized to do such business in the State of Illinois and reasonably acceptable to the City covering all Services under the Agreement, whether performed by C.H.A. or by its subcontractors. C.H.A. may, subject to the review and approval of the City's Risk Manager, provide self-insurance.

The kinds and amounts of insurance required are as follows:

1. Worker's Compensation And Occupational Disease Insurance.

Worker's Compensation and Occupational Disease Insurance in statutory amounts, covering all C.H.A.'s employees. Employer's liability coverage shall be included and shall have limits of not less than \$100,000 per each accident or illness.

2. Commercial Liability Insurance.

Commercial Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors, and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

3. Automobile Liability Insurance.

When any motor vehicles are used in connection with the work to be performed, the C.H.A. shall maintain Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

4. Professional Liability.

When any architects, engineers, or consulting firms perform work in connection with this Agreement, the C.H.A. shall maintain Professional Liability Insurance with limits of \$500,000.

5. Medical Professional Liability.

When any medical services are performed in connection with this Agreement, the C.H.A. shall maintain Medical Professional Liability Insurance with limits of \$500,000.

B. Related Requirements.

The C.H.A. shall furnish the City, Special Accounting Division, 5th Floor, 500 North Peshtigo Court, Chicago, Illinois 60611 original Certificates of Insurance ("Certificates") evidencing the coverages stated above. The City shall not allow the C.H.A. to commence work and/or Services under this Agreement until all insurance is purchased and evidence of it is received and approved by the City, but the failure of the City to obtain such evidence from C.H.A. before permitting C.H.A. to commence work shall not be deemed to be a waiver by the City, and C.H.A. shall remain under continuing obligation to maintain the coverage and to supply the Certificates.

The insurance specified above shall be carried until all Services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force shall constitute a default of the Agreement within the meaning of Article 8, and the City maintains the right to stop work until proper evidence is provided. The C.H.A. shall require all subcontractors to carry the insurance required herein, and C.H.A. may at its option, provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The City maintains the right to modify, delete, alter or change these requirements.

The insurance policies shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

C.H.A. expressly understands and agrees that any insurance protection furnished by C.H.A. hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the provisions of this Agreement.

3.07 Indemnification.

The C.H.A. agrees to defend, indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees) arising by reason of injury or death of any person or damage to property arising out of or incident to C.H.A.'s performance or non-performance of this Agreement or the enforcement thereof, including the enforcement of this indemnification provision, or the acts or omissions of C.H.A.'s officers, agents, employees, contractors, subcontractors, licensees or invitees, upon notice from the City of any claim or liability which the City believes to be covered under this provision. The C.H.A. shall defend all suits brought upon such claims and lawsuits 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 C.H.A. of any of its obligations hereunder. The indemnities contained in this paragraph shall survive expiration or early termination of this Agreement.

3.08 Records.

The C.H.A. shall maintain and make available to the City such information necessary to assist the City in its compliance with all applicable laws including, but not limited to, dates and reports regarding the C.H.A.'s activities. The C.H.A. shall maintain all documents pertaining to this Agreement, including, but not limited to, all financial, statistical, property and participant information documentation.

C.H.A. shall keep books, documentation, papers, records and accounts in connection with this Agreement open to audit, inspection, copying, abstracting and transcriptions and shall make these records available to the City, the U.S. Comptroller General or the Auditor General of the State of Illinois at reasonable times during the performance of its Services. In addition, C.H.A. shall retain them in a safe place and make them available for audit, inspection, copying, abstracting and transcriptions for at least five (5) years after H.U.D. determines that the C.H.A. has met all closeout requirements.

To the extent that the C.H.A. conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then C.H.A. shall maintain and make similarly available to the City, the U.S. Comptroller General or Auditor General of the State of Illinois detailed records supporting C.H.A.'s allocation to this Agreement of the costs and expenses attributable to any such shared usages.

C.H.A. shall maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting shall be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable U.S. Office of Management and Budget ("O.M.B.") Circulars A-133, A-122, A-110, A-87 and A-102, as amended.

The City shall have the authority to make physical inspections of the premises used by the C.H.A. in the performance of its Services under this Agreement and to require such physical safeguards to safeguard the property and/or equipment authorized by this Agreement including, but not limited to, requiring locks, alarms, safes, fire extinguishers and sprinkler systems.

Further, the City shall have the authority to be present at any and all meetings held by the C.H.A., including, but not limited to, staff meetings, Board of Directors meetings, Advisory Committee meetings and Advisory Board meetings, if any item relating to this Agreement is to be discussed.

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

3.09 Audit Requirement.

Contractors receiving C.D.B.G. funding are required to submit to an independent audit as specified in O.M.B. Circular A-110, Attachment F, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations -- Standards for Financial Management Systems".

On March 8, 1990, O.M.B. Circular A-133 was issued, in an effort to promote consistency among federal agencies. Circular A-133 sets forth uniform requirements for audits of awards given to institutions of higher education and non-profit organizations.

O.M.B. Circular A-133 came into effect January 1, 1990, and is to be implemented by each federal agency. The U.S. Department of Housing and Urban Development (H.U.D.) is in the process of developing guidelines for an A-133 audit. Therefore, unless required by another federal agency, A-110 is in effect until H.U.D. develops guidelines. However, audits conducted by contractors according to the provisions of A-133 will be accepted by the City.

Contractors receiving less than \$25,000 in total federal awards are required to submit to an examination of agreed upon procedures conducted by a qualified individual. The aforementioned examination will cover program revenues and expenditures as specified by the Comptroller's Office.

If an A-110 or an A-133 audit is required, it must cover the time period specified by the appropriate O.M.B. Circular and implementing regulations. If an examination of agreed upon procedures is required, the examination must, at a minimum, cover the time period in which the C.H.A. is receiving financial assistance from the City.

The City retains its right to audit the C.H.A. as set forth in Section 3.08 of this contract.

Audit reports must be submitted to the City lead department and the City Comptroller's Office -- Special Accounting Division within six months after the end of the C.H.A.'s fiscal year. Further, the C.H.A. shall submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken.

3.10 Reporting Requirements.

The City shall set forth the specific reporting requirements, if any, in the Scope of Services attached as (Sub)Exhibit 1.

3.11 Confidentiality.

The C.H.A. agrees that all reports and documents prepared or assembled by the C.H.A. pursuant to this Agreement are to remain confidential. Further, the C.H.A. agrees that the reports and documents shall not be made available to any individual or organization, other than an agency of the federal or state government, without the prior written approval of the City.

3.12 Subcontracts And Assignments.

C.H.A. 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 City. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of subcontractors and any assignment which are not set forth in the Budget as found in (Sub)Exhibit 1 shall be submitted to the City for approval. Consent to such subcontracts, subcontractors and assignments 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 City, the City shall have the absolute right upon written notification to rescind approval forthwith and to require the performance of this Agreement by C.H.A. personally or through any other City-approved subcontractor or assignee. Any approval for the use of subcontractors or of assignees in the performance of the Services under this Agreement shall under no circumstances operate to relieve C.H.A. of any of its obligations or liabilities hereunder.

C.H.A., upon entering into any agreement with a subcontractor, shall furnish the City with five copies thereof to be distributed to the Purchasing Agent. 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 City. 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.

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

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

3.13 Acknowledgement.

The C.H.A. shall confer with the City in advance of any public announcement, promulgation or other distribution with respect to the Services. The C.H.A. shall clearly acknowledge the co-sponsorship of the City on all promotional materials including, but not limited to, printed brochures, flyers, written or electronic public notices, news releases, public service announcements, acknowledgements at any special event which is intended to promote the Services, or solicitation of the private sector. Further, the C.H.A. shall not attribute any statement to the City without prior written approval by the City.

Further, all reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information in a conspicuous place near the

front of the report, map or document: name of City, month and year of preparation, and name of the Project or portion thereof.

3.14 Patents And Copyrights.

The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed under this Agreement; and (b) any rights of copyright or patent to which the C.H.A. purchases ownership with the C.D.B.G. funds awarded pursuant to this Agreement.

However, if H.U.D. determines that the patent or copyright, which is either developed or purchased by the C.H.A. serves a Federal Government purpose, a royalty-free, non-exclusive and irrevocable license shall vest in H.U.D..

Any discovery or invention arising out of, or developed in conjunction with the Services to be performed under this Agreement shall be promptly and fully reported to H.U.D. for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent shall be administered as set forth above.

3.15 Religious Activities.

If the C.H.A. is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the C.H.A. agrees that in connection with Services to be provided under this Agreement:

- a. It shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.
- b. It shall not discriminate against any person applying for such public services on the basis of religion and shall not limit such services or give preference to persons on the basis of religion.
- c. it shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;

- d. the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the C.H.A. and in which the public services are to be provided; however, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the C.D.B.G. expenditure for the public services.

3.16 Drug-Free Workplace.

C.H.A. should establish procedures and policies to promote a "Drug-free Workplace". Further, C.H.A. should notify all employees of its policy for maintaining a "Drug-free Workplace", and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, C.H.A. shall notify the City if any of its employees are convicted of a criminal drug offense in the workplace no later than five (5) days after such conviction.

Article 4.

Term Of Services.

4.01 Timeliness Of Performance.

C.H.A. shall use its best efforts to provide the Services within the time limits required under this Agreement. C.H.A. acknowledges that in the performance of the Services required by this Agreement, "Time is of the Essence".

4.02 Contract Extension Option.

The Purchasing Agent and the Office of Budget and Management may at any time prior to the expiration of this Agreement elect to extend this Agreement for up to an additional one year period under the same terms and conditions as this original Agreement by notice in writing to the C.H.A.. However, the C.H.A. may preclude an extension of the contract period if C.H.A. notifies the Purchasing Agent and the Office of Budget and Management in writing pursuant to the notice provisions of this Agreement of its objection within ten (10) days of receiving notice from the City of the City's intent to extend the Agreement. Unless the City receives such written objection within the stated time period, the proposed extension shall be deemed approved without any need for further notice by the City. Thereafter, the Agreement shall be modified to reflect the time extension in

accordance with the provisions of Section 4.03. If the C.H.A. objects to a time extension, C.H.A. agrees to lend all necessary assistance to the City in accordance with C.H.A.'s obligations under Section 9.10 for a successful turnover of the Services to another, if any, for a period of at least ninety (90) days.

The C.H.A. may request at any time prior to the expiration of this Agreement that the City extend this Agreement for up to an additional one-year period under the same terms and conditions as this original Agreement by notice in writing to the City. However, the Purchasing Agent and the Office of Budget and Management shall, at their own discretion, elect to extend this Agreement upon the receipt of the request by the C.H.A..

Article 5.

Compensation.

5.01 Basis Of Payment.

The C.H.A. shall be compensated for Services performed and/or costs expended pursuant to the Budget which is attached hereto as (Sub)Exhibit 1 and incorporated by reference as if fully set forth herein ("Budget"). Requests for Budget revisions should be submitted no later than forty-five (45) days prior to the end of the contract period as set forth in Section 2.01. Any Budget revision which does not affect the total contract amount as set forth in Section 2.02 shall be submitted for review and approval to the City Department, the City Office of Budget and Management and the City Comptroller. Any Budget revision which causes an increase or decrease in the total contract amount as set forth in Section 2.02 shall be treated in accordance with Section 9.03.

5.02 Method Of Payment.

The C.H.A. shall submit to the City monthly, or at other intervals as determined by the City, requisition for reimbursement identifying the payment due for the Services performed and/or costs expended in such detail as the City may require. In addition, the requisition for reimbursement shall be supported by such documents as the City may require. The requisition shall be in writing on a form provided and approved by the City. The City shall process the payment within sixty (60) days following submission.

The final requisition for reimbursement shall be submitted within forty-five (45) days of the completion of the Services as set forth in this Agreement

or any amendments hereto. Requisitions that are submitted after this date shall not be honored, unless written approval is given by the City.

Further, the City reserves the right to salvage any funds not expended by the C.H.A. once the Program Year has been completed.

5.03 Non-Expendable Personal Property.

The C.H.A. shall comply with all federal, state and local laws and ordinances regarding property management including, but not limited to, the following:

The C.H.A. shall request and receive written authorization from the City prior to the purchase of tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit with C.D.B.G. funds which is not previously included in the Budget as set forth in (Sub)Exhibit 1 ("Non-Expendable Personal Property"). All Non-Expendable Personal Property shall be the property of the City to the extent that such property is not the property of the federal government.

The C.H.A. shall maintain a current inventory listing of such Non-Expendable Personal Property and shall deliver a copy of such listing to the City on an annual basis.

The C.H.A. further shall return all Non-Expendable Personal Property to the City. However, upon the receipt of the final inventory of all such property, the City may elect to allow such property to remain in the possession of the C.H.A. if the City, in its sole discretion, determines that the Non-Expendable Personal Property is necessary for the performance of any new or other services by the C.H.A. for the City.

5.04 Allowable Costs.

All allowable costs, although approved by the City Comptroller's Office, are not to be considered final and may be disallowed upon the completion of audits performed by the City or the appropriate federal or state agency. Allowable costs are the costs set forth in the Budget contained in (Sub)Exhibit 1. In the event of such disallowance, the C.H.A. shall refund the amount disallowed to the City.

5.05 Reduction Of Compensation.

If subsequent to the execution of this Agreement, anticipated Federal Congressional or State of Illinois appropriations should be reduced, the City reserves the right, upon written notice to the C.H.A., to reduce or modify the

amount of compensation under this Agreement, the time of performance or the number of unfilled participant slots.

If the reduction is in the form of a reduction in the maximum compensation to the C.H.A., the C.H.A. shall have thirty (30) days from the date of the written notice to submit a revised Work Program, Budget or any other attachment (the "Revised Submittals") to the City reflecting the decrease in the contract amount. The City shall have the discretion to modify the Revised Submittals as it shall deem appropriate in order to realize the goals of this Agreement. The Revised Submittals shall be reviewed by the Purchasing Agent and the Office of Budget and Management and upon their final approval shall become a part of this Agreement superseding the previous documents.

In the event that the C.H.A. fails to comply with the written notice or submits Revised Submittals which are not accepted by the City, the C.H.A. shall be obligated to perform this Agreement as originally executed for the reduced maximum compensation.

5.06 Advances.

The C.H.A. shall be entitled to a forty-five (45) day operating advance. All advances must be liquidated prior to the end of the contract period in a manner specified by the City in the Budget set forth in (Sub)Exhibit 1.

5.07 Non-Appropriation.

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City shall notify C.H.A. of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to C.H.A. under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

5.08 Program Income.

The C.H.A. shall return to the City all gross income received by the C.H.A. directly generated from the use of C.D.B.G. funds (the "Program Income") in the form and manner to be stipulated by the City. Program Income includes, but is not limited to, the following: (a) proceeds from the disposition by sale or long term lease of real property purchased or improved with C.D.B.G. funds; (b) proceeds from the disposition of equipment purchased with C.D.B.G. funds; (c) gross income from the use or rental of real or personal

property acquired by the C.H.A. with C.D.B.G. funds, less the cost incidental to the generation of such income; (d) gross income from the use or rental of real property owned by the C.H.A. that was constructed or improved with C.D.B.G. funds, less the costs incidental to the generation of such income; (e) proceeds from the sale of obligations secured by loans made with C.D.B.G. funds; (f) interest earned on funds held in a revolving fund account; (g) interest earned on program income pending disposition of such income; and (h) funds collected through special assessments made against properties owned and occupied by households of low-and moderate-income persons where such assessments are used to recover all or part of the C.D.B.G. portion of a public improvement. All other Program Income retained by the C.H.A. must be expended in compliance with C.D.B.G. regulations.

Article 6.

Disputes.

Except as otherwise provided in this Agreement, the C.H.A. shall and the City may bring any dispute concerning a question of fact arising under this Agreement which is not disposed of to the Purchasing Agent for decision after hearing. The Purchasing Agent shall reduce its decision to writing and mail or otherwise furnish a copy of it to the C.H.A.. The decision of the Purchasing Agent shall be final and binding.

Article 7.

Special Conditions.

7.01 Warranties And Representations.

In connection with the execution of this Agreement, C.H.A. 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 required under this Agreement; and that the C.H.A. is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;
- B. 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 prime C.H.A. or higher tier subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and C.H.A. further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City;

- C. That C.H.A. shall not knowingly use the services of any ineligible contractor or consultant for any purpose in the performance of its Services under this Agreement;
- D. That C.H.A. 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 on any contract awarded by the City of Chicago;
- E. That C.H.A. has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required; 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;
- F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that C.H.A. can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- G. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents or employees, has induced C.H.A. to enter into this Agreement or has been relied upon by C.H.A., 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 the Agreement; or (vi) any other matters, whether similar to or

different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith;

- H. That C.H.A. 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 C.H.A. 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;
- I. That C.H.A. and, to the best of its knowledge, its subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, in connection therewith, and additionally in connection with the Illinois Criminal Code, Ill. Rev. Stat. Ch. 38, Paragraph 33E-11 (1989) as amended, and the Illinois Municipal Code, Ill Rev. Stat. Ch. 24, Paragraph 11-42.1-1 (1989) (1990 Supp.); that C.H.A. has executed a Certification which is attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein;
- J. That C.H.A. acknowledges that the City, in its selection of C.H.A. to perform the Services hereunder, materially relied upon C.H.A.'s proposal and C.H.A.'s oral presentation; that the aforesaid information was accurate at the time it was made; that no material changes in it have been nor will be made without the express consent of the City; and that the City relied among other things during negotiations for this Agreement on C.H.A.'s statements and representations that C.H.A. holds itself to very high standards of quality and professionalism;
- K. It shall be the duty of any bidder, proposer, or C.H.A., all subcontractors, and every applicant for certification of eligibility for a City Contract or program, and all officers, directors, agents partners, and employees of any bidder, proposer, C.H.A., or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56

of the Chicago Municipal Code. The C.H.A. understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Further, C.H.A. shall inform subcontractors of this provision and require understanding and compliance herewith;

- L. The C.H.A. has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein;

The C.H.A. understands and acknowledges that the City may declare a default and terminate all existing contracts with the C.H.A. if the C.H.A. violates any provision of Chapter 3-68 of the Municipal Code of Chicago (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 such 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 application, legal or equitable remedy.

Further, the C.H.A. understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago 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 to termination enumerated above, and any other remedy available under applicable law.

- M. C.H.A. understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to Sections 8.01(A) and (B).

7.02 Joint And Several Liability.

In the event that C.H.A., or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof),

then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by C.H.A. shall be the joint and several obligation or undertaking of each such individual or other legal entity.

7.03 Business Documents And Disclosure Of Ownership Interests And Other Certifications.

C.H.A. shall provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois. C.H.A. shall provide the City with a Disclosure of Ownership Interest Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 4 and incorporated by reference herein and further agrees to provide such other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all to be attached under (Sub)Exhibit 6 and incorporated by reference into this Agreement as if set forth herein. C.H.A. 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.

7.04 Conflict Of Interest.

No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The C.H.A. covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subconsultants, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The C.H.A. further covenants that in the performance of this Agreement no person having any such interest shall be employed. C.H.A. agrees that if the City determines that any of C.H.A.'s Services for others conflict with the Services that C.H.A. is to render for the City under this Agreement, C.H.A. shall terminate such other services immediately upon request of the City.

Furthermore, if any federal funds are to be used to compensate or reimburse C.H.A. under this Agreement, the C.H.A. represents that it is and

will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52, 309 ff. (1989), as amended. If federal funds are to be used, C.H.A. has executed a Certification Regarding Lobbying, which is attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein.

7.05 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by C.H.A., or by any assignee or subcontractor of the C.H.A., with any liability or expenses of defense or be held personally liable to the C.H.A. under any term or provision of this Agreement, because of the City's execution or attempted execution, or because of any breach hereof.

Article 8.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

8.01 Events Of Default Defined.

The following shall constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by C.H.A. to the City.
- B. C.H.A.'s material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - 1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within C.H.A.'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 for bankruptcy or assignment for the benefit of creditors;

3. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 4. Discontinuance of the Services for reasons or circumstances not beyond C.H.A.'s reasonable control;
 5. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning insurance and nondiscrimination; and
 6. Any other act specifically and expressly stated in this Agreement as constituting an event of default.
- C. Any change of ownership or control of C.H.A. without the prior approval of the Purchasing Agent, which shall not be unreasonably withheld.
- D. C.H.A.'s default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. C.H.A. acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other Agreements.

8.02 Remedies.

The occurrence of any event of default which C.H.A. 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, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, or if C.H.A. has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure, the City may, at its sole option, declare the C.H.A. in default. Whether to declare C.H.A. in default is within the sole discretion of the Purchasing Agent and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Written notification of the default, and any intention of the Purchasing Agent to terminate the Agreement, shall be provided to C.H.A. and such decision shall be final and effective upon C.H.A.'s receipt of such notice pursuant to Article 10. Upon the giving of such notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services or any part thereof as agent for and at the cost of C.H.A., either directly or through others. C.H.A. shall have, in such events, the right to offset from such cost the amount it would have cost the City

under the terms and conditions of this Agreement, had C.H.A. completed the Services.

- B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.
- C. The right of specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.
- E. The right to withhold all or any part of C.H.A.'s compensation hereunder.
- F. The right to deem C.H.A. non-responsible in future contracts to be awarded by the City.
- G. Any and all other rights available to law and/or equity.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits C.H.A. to continue to provide the Services despite one or more events of default, the C.H.A. 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 the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at all, in equity or by statute. No delay or failure 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.

8.03 Right To Offset.

A. In connection with performance under this Agreement; any excess costs incurred by the City in the termination of this Agreement for default or otherwise resulting from C.H.A.'s performance under this Agreement or from the City exercising any of the remedies available to it under Section 8.02 hereof any credits due to or overpayment made by the City may be offset by use of any payment due for Services completed prior to the termination for default or the exercise of any remedies. If such an offset amount is

insufficient to cover those excess costs, C.H.A. shall be liable for and promptly remit to the City the balance upon written demand therefor.

B. 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 contract 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 contract in an amount equal to the amount of the fines and penalties for each Outstanding Parking Violation Complaint as defined hereinafter and/or the amount of any Debt owed as defined hereinafter by the C.H.A. to the City, unless this right of set-off is in violation of any applicable H.U.D. regulations. For purposes of this Section, "Outstanding Parking Violation Complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired. Notwithstanding the provisions above, no such Debt(s) or Outstanding Parking Violation Complaint(s) shall be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

- (i) the C.H.A. has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or Debts owed to the City and the C.H.A. is in compliance with the Agreement; or
- (ii) the C.H.A. is contesting liability for or the amount of the Debt in a pending administrative or judicial proceeding; or
- (iii) the C.H.A. has filed a petition in bankruptcy and the Debts owed the City are dischargeable in bankruptcy.

8.04 Termination For Convenience.

In addition to termination pursuant to Sections 8.01 and 8.02 hereof, the City 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 C.H.A. when the Agreement may be deemed to be no longer in the best interests of the City. If the City elects to terminate the Agreement in full, all Services to be provided hereunder shall cease to be effective ten (10) days after the date of receipt of the notice in accordance with Article 10 of this Agreement if no date is given or upon the effective date stated in the notice.

During the final ten (10) days C.H.A. shall restrict its activities, and those of its subcontractors, to completing any reports, analysis, or other activities

previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly. The amount of compensation shall be mutually agreed upon by the City and C.H.A. and, if not agreed to, the dispute shall be settled in accordance with Article 6 of this Agreement. The payment so made to the C.H.A. shall be in full settlement for all Services satisfactorily performed under this Agreement.

If the City's election to terminate this Agreement for default pursuant to Sections 8.01 and 8.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination shall be deemed to be a termination for convenience pursuant to this Section 8.04.

8.05 Suspension.

The City may at any time request that C.H.A. suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to C.H.A. or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. C.H.A. 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 C.H.A. when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by C.H.A. as a result of recommencing the Services shall be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days within any one contract year. If the total number of days of suspension exceeds forty-five (45) days, C.H.A. shall treat such suspension as a termination upon written notice by the City of this Agreement for convenience pursuant to Section 8.04.

Article 9.

General Conditions.

9.01 Entire Agreement.

This Agreement, comprised of Articles 1 through 11 and the (Sub)Exhibits attached hereto and incorporated herein, shall constitute the entire

Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

9.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

9.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the C.H.A. and by the Mayor, Comptroller, and Purchasing Agent of the City or their respective successors and assigns. The City shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement C.H.A. is required to obtain prior written approval, the effect of any approval which may be granted pursuant to C.H.A.'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.

9.04 Compliance With All Laws.

C.H.A. 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 shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

9.05 Compliance With C.D.B.G.

The C.H.A. shall comply with all the provisions of the C.D.B.G. Regulations, and all state and local laws, ordinances and executive orders relating to the C.D.B.G., including, but not limited to, the Uniform

Administrative Requirements contained in 24 C.F.R. Subsection 570.502 (1990) as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. Sec. 2000(d) et seq.); Fair Housing Act (42 U.S.C. Sec. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. Sec. 276a -- 276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. Sec. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R., Part 58); Flood Disaster Protection Act of 1973 (42 U.S.C. Sec. 4106); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601); Executive Order 11246, as amended by Executive Order 12086; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)); and, Executive Order 12372. The H.U.D. Regulations implementing these laws are set forth in 24 C.F.R., Subsection 570.600 et seq., (1990), as amended.

9.06 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. C.H.A. 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. C.H.A. agrees that service of process on C.H.A. 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 C.H.A., or by personal delivery on any officer, director, or managing or general agent of C.H.A.. If any action is brought by C.H.A. against the City concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

9.07 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not effect the remaining portions of this Agreement or any part thereof.

9.08 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any (sub)exhibit or document shall be deemed to include all supplements and/or amendments to any such (sub)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.

9.09 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

9.10 Cooperation.

C.H.A. agrees at all times to cooperate fully with the City and to act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, C.H.A. 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 City in connection with the termination or expiration of this Agreement.

9.11 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives C.H.A.'s performance in any respect or waives a requirement or condition to either the City's or the C.H.A.'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 the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

*Article 10.**Notices.*

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

and

Department of Purchases, Contracts
and Supplies
Room 400, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Purchasing Agent

With Copies To:

Department of Law
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

and

Office of Budget and Management
Room 604, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: C.D.B.G. Administrator

If To C.H.A.:

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

Article 11.

Authority.

11.01 City Authority.

This Agreement is entered into by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois or in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in the Illinois Municipal Code, Ill. Rev. Stat. Ch. 24 par. 8-10-1 et seq., as amended, and with the Chicago Municipal Code, as amended.

11.02 C.H.A.'s Authority.

Execution of this Agreement by the C.H.A. is authorized by a resolution of its Board of Directors, and the signature(s) of each person signing on behalf of C.H.A. have been made with complete and full authority to commit C.H.A. to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and C.H.A. have executed this Agreement on the date first set forth above, at Chicago, Illinois.

5/20/92

REPORTS OF COMMITTEES

16165

City of Chicago

By: _____
Mayor

Comptroller

Purchasing Agent

Recommended by: _____

Title: _____

Approved As To Form And Legality:

Assistant Corporation Counsel

Chicago Housing Authority

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

[Seal]

[(Sub)Exhibit 1 printed on pages 16186 through
16200 of this Journal.]

(Sub)Exhibits 2 through 6 attached to this Intergovernmental Agreement
read as follows:

(Sub)Exhibit "2".

Contractor Certification.

Specification _____

Certification.

The undersigned Robert D. Whitfield, as Chief Operating Officer
(Name) (Title)
and on behalf of Chicago Housing Authority, having been duly sworn
("Contractor")
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 entity¹ of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity¹, 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 entity¹ 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-rigging³ 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-rigging³ 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-rotating⁴ 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-rotating⁴.

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 entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging³, bid-rotating⁴, 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 entity¹ or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity¹ 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-rigging³, bid-rotating⁴ 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: R.D.W.

() 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:

- () 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: _____

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.

* Before signing, mark and initial the appropriate box in Section III.

Chicago Housing Authority

Name of Contractor

Chief Operating Officer

Signature of Authorized Officer

(Signed) Robert D. Whitfield

Title (Print or Type)

State of IllinoisCounty of Cook

Signed and sworn to before me this 11th day of May, 1992
by Robert D. Whitfield (Name) as Chief Operating Officer (Title)
of Chicago Housing Authority (Contractor).

(Signed) Veronica T. Gipson

Notary Public Signature

Official Seal:

Veronica T. Gipson
Notary Public, State Of Illinois
My Commission Expires December 21, 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) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of 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, Chapter 38, §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 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1989, Chapter 38, §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 "3".

Anti-Apartheid Affidavit.

Specification No. _____

Contract No. _____

Purpose Of Affidavit.

Each Contractor with whom the City enters into a contract, without competitive bidding and for a purpose other than professional services, 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 whether the statements below are true by having the authorized representative of the contractor sign his/her initials in the bracket below. If the Contractor is not able to certify that statements below are true, the Contractor will not be eligible to be awarded the contract unless a waiver is granted pursuant to §3-68-086 of the Anti-Apartheid Ordinance.

Certifications.

- (R.D.W.) 1. The Contractor
- (a) has no contracts with South Africa, any South African business, or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");
 - (b) maintains, has implemented, and will maintain a policy during the term of the subject City contract and as a material condition thereof, not to enter into Prohibited Contracts; and
 - (c) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

Under penalty of perjury, I certify that I am the Chief Operating Officer of
Title (Type or Print)
The Chicago Housing Authority, 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) Robert D. Whitfield

Signature of Owner or Authorized
Officer

Robert D. Whitfield

Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to before me this
11th day of May, 1992.

(Signed) Veronica T. Gipson
Notary Public Signature

Official Seal

Veronica T. Gipson
Notary Public, State of Illinois
My commission expires December 21, 1994.

(Sub)Exhibit 4.

Disclosure Of Ownership.

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: Chicago Housing Authority

Bidder/Proposer Address: 22 West Madison, Chicago, Illinois 60602

Bidder/Proposer is a (check one):

- ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ Not-for-Profit Corporation ☐ Joint Venture* ☒ Other Municipal Corporation

*Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Section I.

For Profit Corporations.

- a. Incorporated in the State of N/A
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of officers and directors of corporation (List Names and Titles):

Name (Print or Type)

Title (Print or Type)

- d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
N/A		%
		%
		%
		%

- e. The corporation is owned partially or completely by one or more other corporations: Yes ☐ No ☐

If "yes", submit a Disclosure of Ownership Interests form for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
N/A		%
		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/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
N/A	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

*Section III.**Sole Proprietorships.*

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [] No [] If No, complete items b. and c. of this Section III.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

N/A

- 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.

N/A

*Section V.**Municipal Corporations.*

- a. Incorporated in the State of Illinois
- 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)
<u>Vincent Lane</u>	<u>Chairman</u>
<u>Arthur Brazier</u>	<u>Commissioner</u>
<u>Milton Davis</u>	<u>Commissioner</u>
<u>Robert Belcaster</u>	<u>Commissioner</u>
<u>Handy Lindsey</u>	<u>Commissioner</u>
<u>Artensa Randolph</u>	<u>Commissioner</u>

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) Robert D. Whitfield
(Signature of Person Making
Statement)

Robert D. Whitfield
Name of Person Making Statement
(Print or Type)

Chief Operating Officer
Title

Subscribed to before me this 11th day
of May A.D., 1992.

(Signed) Veronica T. Gipson
(Notary Public Signature)

Official Seal

Veronica T. Gipson
Notary Public, State of Illinois
My commission expires December 21, 1994.

(Sub) Exhibit "5".

Certification Regarding Lobbying.

Certification Of Restrictions On Lobbying.

I, Robert D. Whitfield, Chief Operating Officer, hereby certify on
(Name and Title of Contractor Official)

behalf of The Chicago Housing Authority that:
(Name of Contractor)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. C.. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 nor more than \$100,000 for each such failure.

Executed this 11th day of May, 19 92.

By: (Signed) Robert D. Whitfield
(Signature of Authorized Official)

Chief Operating Officer
(Title of Authorized Official)

Subscribed and sworn to before me this
11th day of May, 19 92.

(Signed) Veronica T. Gipson
(Notary Public Signature)

Official Seal

Veronica T. Gipson
Notary Public, State of Illinois
My commission expires December 21, 1994.

(Sub)Exhibit "6".

Certification Regarding Suspension And Disbarment.

(In Federally Funded Agreements)

(1) The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) have not within a three-year period preceding this proposal 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) 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 paragraph (1)(b) of this Certification; and
- (d) 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.

(2) If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.

(3) If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph (1)(a) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

Verification.

Under penalty of perjury, I certify that I am the Chief Operating Officer of The Chicago Housing Authority, that I am authorized to execute this Certification in its behalf, that I have personal knowledge of the Certifications made in this affidavit and that the same are true.

(Signed) Robert D. Whitfield

Signature of Owner or Authorized
Officer

Robert D. Whitfield

Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to before me this
11th day of May A.D., 1992.

(Signed) Veronica T. Gipson

Notary Public Signature

Official Seal

Veronica T. Gipson
Notary Public, State of Illinois
My commission expires December 21, 1994.

(Sub)Exhibit "1".

(Page 1 Of 15)

Scope Of Services

And

Budget.

**Agreement Of Compliance With
Community Development Block Grant
Administrative And Program Requirements.**

**To: Members of the Community Development and
Housing Coordinating Committee.**

From: Sponsor(s) of Program or Project.

Chicago Police Department
Name of Lead Department

Chicago Housing Authority
If applicable, name of Delegate Department or Subrecipient

Re: C.H.A. Special Security Employment
Name of C.D.B.G. program or project

(Sub)Exhibit "1".

(Page 2 Of 15)

In signing below, it is agreed that all federal and local administrative and program regulations, policies, guidelines and requirements regarding C.D.B.G. primary objectives, environmental standards and review, _____ principles, equal opportunity, labor standards, monitoring and reporting of program progress and financial performance, property management, etc., as contained in the H.U.D. Community Development Block Grant program regulations (particularly Subparts C and K) effective November 1, 1963, and in O.M.B. Circulars A-_____, A-122, A-102 and A-110, and as established by the City of Chicago Office of Budget and Management, are adhered to by the program sponsor(s) cited above in executing the subject program or project.

Signature of Lead Department
Head

Matthew Rodriguez, Superintendent
Type Name and Title

Date of Signature

(Signed) Robert D. Whitfield

Signature of Delegate
Department Head or
Subrecipient

Robert D. Whitfield,
Chief Operating Officer
Type Name and Title

May 11, 1992
Date of Signature

(Sub)Exhibit "1".

(Page 3 Of 15)

- A. Lead Department: Chicago Police Department
Program: Special Security Employment
- B. Subrecipient: Chicago Housing Authority
- C. Fund/Organization/Division: _____
- D. ☒ New Project ☐ Continuation
- E. In a clear and concise manner, provide a narrative summary of the project: its scope, problems addressed, results anticipated and projected cost.

To provide security personnel to residents of Public Housing by hiring off-duty Security Officers. Overall anticipated results include: improvement in the quality of life for C.H.A. residents, reduction in serious criminal offenses and the improved preservation of C.H.A. property. Annual projected costs not to exceed One Million Three Hundred Thousand Dollars.

- F. For continuing projects: Provide a summary of last year's accomplishments, highlighting success and the degree to which stated objectives were met.

Not applicable as this is a new program activity.

(Sub)Exhibit "1".

(Page 5 Of 15)

3A

Employer Identification No. 36-6000618

Chicago Department -- Chicago Police Department --
 Subrecipient Chicago Housing Authority

Fund/Orig. ID#

Service Contract No.

Position Title	No	Rate (\$)	% of Time Spent	CDBG Share (\$)	Total Cost (\$)	Brief Summary of Job Responsibilities
(1) Security Officer	(2)	(3) 13.69	(4) 100%	(5) not to exceed 1,137,916	(6) 1,172,356	(7) Vertical foot and mobile patrol of CHA Development Locations and buildings
(8) Positions/Services Subtotal	(9) TBD				1,172,356	Fringe Benefits Mode of Calculation:
(10) FICA				\$87,014	\$89,648	7.65%
(11) State Unemployment Insurance				60,284	62,109	5.3%
(12) Workers Compensation				14,786	14,234	1.3%
(13) Others (please list)		14.25 non-CDBG		0	4,908	14
(14) Subtotal Fringe Benefits (Add lines 8-13)				162,084	171,889	
(15) Total Personnel Costs (Line 8 plus line 14)				non exceed 1,300,000	1,344,255	

* To be determined

5/20/92

REPORTS OF COMMITTEES

16191

(Sub)Exhibit "1".

(Page 6 Of 15)

Unlimited jurisdiction of non-personnel allocation For

Lead Department Chicago Police Department
 Subrecipient Chicago Housing Authority
 Fund/Origin/Div
 Service Contract No

Account		CDBG Share of Cost (%)	Total Cost (\$)	Line Item Description and Justification (Indicate mode of calculation)
Item of Expenditure	Number			
(1) Not applicable as salaries and fringe (personnel allocation) are the only expenditure items in contract for CDBG funding	(2)	(3)	(4)	(5)
TOTAL		91,137,915.00	53,440,000.00	

(Sub)Exhibit "1".

(Page 7 Of 15)

Subrecipient Funding Given
For

A. Lead Department Chicago Police Department Fund/Orgn./Div. _____
 Program CHA Special Security Employment Service Contract No. _____
 Subrecipient Chicago Housing Authority

B. CDBG Funding History—Account for all CDBG funds from all City Departments the subrecipient has received prior to and including Year XVIII.

CDBG Year	Funding Amounts: \$					Total \$
	HUMAN Dept. Services	Dept. Housing	Dept. MET	CULTURAL Dept. Affairs	CPD Dept. _____	
XI	110,000					110,000
XII	42,650					42,650
XIII	250,000					250,000
XIV	192,838	9,713,243				10,106,081
XV	71,976	589,625	250,000	10,856		924,457
XVI	18,994	1,702,652		16,450		1,738,096
XVII	46,000	1,740,000	400,000	15,000		2,201,000
XVIII	46,000	1,590,000	100,000	15,000	1,300,000	3,051,000
TOTAL	980,458	15,335,520	750,000	57,306	1,300,000	18,423,284

C. Total Current Funding Sources—List all public or private grants (excluding CDBG), loans, program income and any other funds for this project and for the entire subrecipient for 1992.

Funding Period	Funding Source	Total Amount: \$
Fiscal Year 1992	Operating Budget	181,386,000
Subtotal	Subtotal should equal "Other Share" Total on Form 1, Part D and E.	181,386,000
All Other Funds 1992	Comprehensive Improvement Assistance Program / CIAP	116,500,000
	Public Housing Drug Elimination	5,927,250
	Administrative Fees	8,777,693
TOTAL		\$312,590,743

(Sub)Exhibit "1".

(Page 8 Of 15)

Operations Plan Summary
Form 5

1. Lead Department Chicago Police Department C. Subrecipient Chicago Housing Authority

2. Fund/Origin/Div. _____ Project Name CHA Special Security

3. Yr. XVII Allocation 300,000(not to exceed) Program CHA Special Security Employment

4. Community Problems Addressed: Improve quality of life as a result of a reduction in crime by a increase in security presence. Subprogram _____

Total Unduplicated Clients /Units _____ To determine by assignments and crime patterns

E. Objectives	F. Means and Level of Service	G. Performance Measures	H. 1992 Planned Output by Quarter				I. 1992 Total
			1	2	3	4	
Increase security presence in CHA Developments	Increase No. of vertical patrol highrise	No. of vertical patrols	0	open	open	open	
Improved response to activity and emergency calls to CHA residents	Increase mobile patrol row-houses & CHA grounds	No. of mobile patrols	0	open	open	open	
	Increase No. of security officers available for response	No. of criminal acts responded to	0	open	open	open	
		No. of emergency calls responded to	0	open	open	open	

(Sub)Exhibit "1".

(Page 9 Of 15)

COMMUNITY DEVELOPMENT NON-CAPITAL PROJECT ACCOMPLISHMENT REPORT									
Project Name		Fund No.		Contract No.		Quarter Ending			
CIA Special Security Employment									
Lead Agency		Delegate Agency		Chicago Housing Authority					
Chicago Police Department									
Expenditures:	Activities/Outputs	First Quarter		Second Quarter		Third Quarter		Fourth Quarter	
		Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
ACTIVITIES	No. of vertical patrol	0	0	open	open	open	open	open	open
	No. of mobile patrol	0	0	open	open	open	open	open	open
	No. of officers available for response per quarter	0	0	open	open	open	open	open	open
OUTPUTS	No. of vertical patrol completed / performed	0	0	open	open	open	open	open	open
	No. of mobile patrols completed/performed	0	0	open	open	open	open	open	open
	No. of incidents responded to	0	0	open	open	open	open	open	open

(Sub)Exhibit "1".

(Page 10 Of 15)

A. Lead Department Chicago Police Department Located in CHA Wide City Wide basis Serves CHA Wide City Wide basis
 Program CHA Special Security Employment
 Subrecipient Chicago Housing Authority
 Fund/Origin /Div Service Contract No
 Census Tract(s) Street address of subrecipient:

C. National Objective Low/Moderate Income ☒ ☐ Shen Blight ☐ Urgent Need ☐ E. Low/Moderate Income Benefit Test See codes listed in instructions on pages 12-13 B.D.	D. Benefit/Benefit Unit Measure ☒ Direct Benefit Persons/Households ☐ Units Occupied ☐ Jobs Created/Retained ☐ Other ☐ ☐ Area Benefit If Area Benefit complete Form 61 Overall % Low/Mod (From Form 61)
F. Please explain how you will verify to HUD that the program or project meets the national objective criterion you have indicated above. What specific information, reports, or documents will be on file as evidence to HUD that the criterion has been met? All CHA residents are low income individuals. Their eligibility for CHA housing is reviewed annually. Verification of income and eligibility is according to HUD Guidelines (as revised and published 02-01-91).	
G. If your program or project meets the low/moderate income benefit national objective and is a direct benefit activity, what ongoing procedure do you follow to monitor direct benefit activity and what records do you maintain on file as evidence of providing direct benefit to low and moderate income individuals? This program will directly benefit all CHA developments. All residents of CHA Housing are low income persons. Copies of all incident and arrest reports are maintained by the Police Department. Crime analysis is completed on a continuous basis. Specific missions are developed to serve those areas of high crime incidences. All officers patrol CHA developments. Personnel records and assignment sheets maintained at CHA field office.	

(Sub)Exhibit "1".

(Page 11 Of 15)

To be completed for activities qualifying under area benefit.

A. Lead Department _____
Program _____
Subrecipient Chicago Housing Authority

*D.N.A.

B. Census Tracts	C. Total Low-Mod Persons	D. Total Persons
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:	_____	_____
Overall % Low/Mod (C/D) _____		

* Does Not Apply

(Sub)Exhibit "1".

(Page 12 Of 15)

Lead Department: Chicago Police Department

Program: C.H.A. Special Security Employment

Subrecipient: Chicago Housing Authority

Fund/Org./Div.: _____

Service Contract No.: _____

**Survey Of Monitoring And Evaluation Procedures
For Departments And Subrecipient Projects.**

The purpose of this form is to ensure that monitoring and evaluation procedures are followed by City departments and by individual subrecipient agencies in monitoring subrecipient projects. City departments should complete Part I only. A copy should accompany each subrecipient contract. Subrecipients should complete Part II only.

Part I (To be completed by City departments for each subrecipient project):

H.U.D. cautions in its Fraud Information Bulletin that a City which funds subrecipients must always be aware of the possibility of fraud and abuse by the subrecipients due to poor management or to deliberate violation of the law; of conflict of interest; of abuses in the contracting process of subrecipients; of false or inadequate documentation of program accomplishments.

1. Describe the methods that the department will employ to monitor and evaluate its subrecipients' programs to ensure their progress and accomplishments.

(Sub)Exhibit "1".

(Page 13 Of 15)

2. Describe how the department will monitor subrecipient expenditures.

Part II. (To be completed by subrecipients):

Monitoring And Evaluation.

1. Describe the methods your agency will employ to evaluate the project's progress and record project accomplishments.

The Program will be coordinated by the C.D.B.G. Coordinator who will work with field staff and budgets to control and record progress on the program. Monthly and quarterly reports will be prepared and submitted to the City. The C.H.A.'s Director of Public Safety will assign and review specific missions quarterly.

2. Describe how the agency will monitor program expenditures and ensure the appropriate fiscal controls and records are in place.

All requisitions for Personnel are initiated by appropriate staff concurred in by the C.D.B.G. Coordinator, reviewed by Human Resources then forwarded for review and budget signoff, and then sent for signoff to the appropriate Executive Officer.

(Sub)Exhibit "1".

(Page 14 Of 15)

Separate payroll files are maintained on every individual.

Time is audited bi-weekly.

C.D.B.G. Coordinator and payroll department will review and audit submitted time.

Daily attendance sheets will be maintained.

Subcontracting: (To be completed by all subrecipients who have requested funding in the .0140, .0142 and .0145 accounts in both C.D.B.G. or Other Share)

3. Describe your agency's contracting process. (As part of your description, indicate whether your agency requires approval of contracts by its Board of Directors.) Also, indicate if your agency requires a certain number of bids prior to approval.

4. Will your agency contract for any worker service under this program using either C.D.B.G. or Other Share funds? If so, indicate the name of each contractor and the total amount for each.

N.A.

(Sub)Exhibit "1".

(Page 15 Of 15)

5. Which of the aforementioned contracts will be executed with minority and/or women-owned business enterprises, and for what total amount?

N.A.

Insurance.

6. If you have not budgeted funds for insurance in your contract (Account 0172), please explain how your agency is fully covered according to the City's insurance requirements.

C.H.A. is self-insured.

Auditing.

7. If you have not budgeted funds for auditing (Account .0142), please explain how your agency will be audited in accordance with the City's requirements.

An annual audit is mandatory under C.H.A. Operating Policies. The City requirement will be incorporated in that audit.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH ILLINOIS DEPARTMENT
OF CORRECTIONS FOR INSTALLATION
OF OFFENDER TRACKING
SYSTEM TERMINAL.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

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 between the City of Chicago and the Illinois Department of Corrections providing for an Offender Tracking System Terminal, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a municipal corporation, is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Illinois Department of Corrections ("I.D.O.C.") and the City acting by and through its Department of Police ("C.P.D.") desire to enter into an Intergovernmental Agreement which will provide for the installation of an I.D.O.C. Offender Tracking System ("O.T.S.") Terminal at the C.P.D. to provide the C.P.D. with computerized access to certain criminal history information from I.D.O.C. records; and

WHEREAS, The 1970 Illinois Constitution, Article VIII, Section 10 and the Illinois Intergovernmental Cooperation Act, Illinois Revised Statutes, Chapter 127, Paragraph 741 gives local units of government and State Agencies the right to contract among themselves to obtain services and purchase, lease or transfer any property, real or personal, and encourage intergovernmental cooperation; now, therefore,

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

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

SECTION 2. The Superintendent of Police ("Superintendent") is hereby authorized to enter into an Intergovernmental Agreement (the "Agreement") substantially in the form shown in Exhibit A, attached hereto and made a part hereof.

SECTION 3. The Superintendent is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements and documents as are required or necessary to implement the terms of the Agreement.

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

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

Exhibit "A".

Inter-Agency Agreement

For

Acquisition And Maintenance

Of

*Offender Tracking System
(O.T.S.)*

Terminal.

The Illinois Department of Corrections (D.O.C.) and the City of Chicago/Department of Police (C.P.D.) ("the parties"), pursuant to Article VII, Paragraph 10, of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, Illinois Revised Statutes, Chapter 127, Paragraph 741, et seq., agree as follows:

I.

Purpose.

Installation of a D.O.C. Offender Tracking System ("O.T.S.") terminal at C.P.D. to provide C.P.D. with computerized access to certain criminal history information from D.O.C. records.

II.

Term.

This agreement shall commence on the date this agreement is fully executed and shall continue for one year thereafter, unless cancelled by either party upon 30 days written notice to the other.

This agreement may be renewed, extended, or modified pursuant to mutual agreement by the parties.

*III.**Responsibilities Of D.O.C.*

- A. D.O.C. shall provide C.P.D. with computerized access through an O.T.S. telephone line to the following criminal history information contained in D.O.C. records:
- offender name, D.O.C. register number, F.D.I. number, I.D.I. number
 - aliases
 - physical profile
 - writ, bond, and furlough information
 - sentence information
 - identification of parole agent
 - last known address of offender
- B. D.O.C. shall bear the costs of all O.T.S. monthly line operation charges.

*IV.**Responsibilities Of C.P.D.*

- A. D.O.C. shall purchase and pay all costs for the installation and maintenance of one O.T.S. computer terminal and one printer at:
- City of Chicago/Department of Police Records Division/Identification Section, 1121 South State Street, Chicago, Illinois 60605.
- B. C.P.D. agrees to operate and use the O.T.S. system to obtain only the information specifically listed in Paragraph III.A. of this agreement, and further agrees to the following terms and conditions:

1. C.P.D. shall maintain the security of all equipment and records.
2. Each and every individual who is authorized to use the O.T.S. terminal shall execute and comply with the terms of the non-disclosure and non-dissemination release form which is incorporated by reference herein and attached hereto as Attachment A.
3. C.P.D. shall comply fully with all applicable state and federal laws and regulations, including, but not limited to, 28 C.F.R. 20.21 et seq., incorporated by reference herein, a copy of which is attached hereto as Attachment B.

C. C.P.D. further agrees that:

C.P.D. shall indemnify and hold harmless the officers and employees of D.O.C. for any claims, suits, causes of action, damages or the like and for any and all costs incurred in any adjudication or settlement, including but not limited to attorneys' fees and costs, which may arise from any injury to any person or from any damage to property in connection with the use by C.P.D. or any employee, officer, agent or contractor of C.P.D. of the O.T.S. line or of any information gained through the use of the O.T.S. line.

Illinois Department Of Corrections

By: _____

Title: _____

Date: _____

City Of Chicago/Department Of Police

By: _____

Title: _____

Date: _____

Attachments "A" and "B" to this Intergovernmental Agreement read as follows:

Attachment "A".

Non-Disclosure Of Criminal Justice Information Agreement

Between

The Illinois Department Of Corrections

And

*Chicago Police Department.
(hereinafter called the Requestor)*

The undersigned agrees to the following conditions in order to obtain from the Illinois Department of Corrections (hereinafter I.D.O.C.) the utilization of certain criminal justice information for the purpose set forth in the Requestor's request dated October 16, 1991.

1. The following information shall be supplied by the I.D.O.C. and shall be subject to the conditions of this Agreement:

2. Unless conclusively demonstrated in the Requestor's application that access to information by individual name is indispensable to the purpose of the Requestor, and approved by the I.D.O.C., access to the identities of the individuals whose records are sought by the Requestor shall be prohibited. For this request such access has been:

Approved xx Disapproved

3. The Requestor will collect, receive, store and use all information covered by the terms of this Agreement in strict compliance with federal and state laws and regulations, and all rules, procedures and policies of the I.D.O.C. which are in force and applicable during the period in which the Requestor has access to the information. The Requestor shall note especially Illinois

Revised Statutes, Chapter 38, Section 1003-5-1 et seq. and I.D.O.C. Department Rules 106 and 107.

4. The Requestor shall familiarize its personnel with and fully adhere to Sections 524(a) and (b) of the Crime Control Act of 1976 (Sections 3771 (a) and (b) of Title 42 U.S.C.) and regulations issued pursuant thereto. These documents are incorporated by reference into this Agreement.
5. The Requestor acknowledges the confidential nature of the criminal justice information supplied and agrees that disclosure to anyone not directly identified in the approved request of the information in any manner that allows the identification of the individuals whose records have been obtained from the I.D.O.C. is totally prohibited under any circumstances.
6. The I.D.O.C. may require that all copies of the information disseminated under this request be returned or destroyed once the use described in the request has been completed. In this case the information shall be:

Returned _____ Destroyed xx

7. Upon completion of the request, the Requestor shall certify in writing that all copies of the information provided under this request have been destroyed or returned as required by 6, above.
8. Personnel assigned by the Requestor who will have access to the information requested are:

[see attached list of Instant Update]

Unit personnel

9. The Requestor has assigned Acting Director, James G. Piper as the official custodian who shall be responsible for the maintenance, care and security of all information supplied under this Agreement.
10. I.D.O.C. may monitor, audit and review the Requestor's program activities and policies to ensure compliance with the requirements of this Agreement.
11. If the I.D.O.C. determines that the requirements of this Agreement are not satisfactorily being met, it may require the immediate return or destruction of all copies of the information obtained under this Agreement, take such actions as it deems

appropriate to protect the security and privacy of this information and enforce the terms of this contract, and refuse any future requests for criminal information from the Requestor.

12. In order to conceal the identity of persons whose records are supplied to the Requestor, the Requestor agrees to:
 - A. use the information furnished under this Agreement only for the purpose described in the Requestor's application to I.D.O.C.;
 - B. replace the name and address of any record subject with an alpha-numeric or other appropriate code where possible;
 - C. restrict access to all data supplied by I.D.O.C. to those employees whose responsibilities cannot be accomplished without such access as described in the application to I.D.O.C.;
 - D. store all data received from I.D.O.C. in secure locked containers;
 - E. refrain from copying any data not absolutely necessary for the application or its security and retain such data only so long as is necessary to conduct the program described in the application to I.D.O.C..
13. The Requestor agrees to insert in the preface of any report of the application conducted pursuant to this Agreement, whether published or unpublished, a disclaimer of analysis as well as the conclusions derived.
14. Requestor agrees that I.D.O.C. shall not be liable and that Requestor shall indemnify and hold the I.D.O.C. and its employees and officers harmless for any and all claims, suits, causes of action, damages, or the like, or for the cost incurred in any adjudication or settlement of the foregoing, including, but not limited to, attorneys' fees and costs, which may arise from any alleged use or misuse of documents provided by the I.D.O.C. pursuant to this Agreement, or by any negligent or willful and wanton act or omission on the part of the Requestor.
15. The Requestor agrees to pay I.D.O.C. the sum of \$____, the costs of preparing the information requested under this Agreement.

16. This Agreement will become effective on _____, 1991.

Illinois Department of Corrections

By: _____

Title: Director

Date: _____, 1991

Requestor

By: _____

Title: _____

Date: _____, 1991

Attached list of Instant Update reads as follows:

Records Division/Identification Section.

Members Working In The Instant Update Unit -- Identification Section.

March 16, 1992.

1st Watch

P.O.	Dawson, Gloria
P.O.	Foley, Darlene
P.O.	Jamison, Ernest
P.O.	Kanzler, Ernest
P.O.	Paprzyca, Marc

1st Watch

P.O. Reschke, Teresa

P.O. White, Jewel

2nd Watch

P.O. Bartkowiak, Robert

P.O. Brown, Manuel

P.O. Foley, Lawrence

P.O. Harris, Willie

P.O. Mitchell, Barbara

P.O. Myers, George

P.O. Woldiet, Deborah

3rd Watch

P.O. Garner, Algean

P.O. Jones, James

P.O. McCoy, Autrey

P.O. Readus, Berryon

P.O. Regan, Daniel

Supervisors: Computer Operations.

Carmody, Elizabeth

Hegarty, Marikay

Krause, Steven

Kucinski, Vickie

Suchinski, Kevin

Attachment "B".

§ 20.21 Preparation And Submission Of A Criminal History Record Information Plan.

A plan shall be submitted to O.J.A.R.S. by each State on March 16, 1976, to set forth all operational procedures, except those portions relating to dissemination and security. A supplemental plan covering these portions shall be submitted no later than 90 days after promulgation of these amended regulations. The plan shall set forth operational procedures to:

(a) **Completeness and Accuracy.** Insure that criminal history record information is complete and accurate.

(1) Complete records should be maintained at a central State repository. To be complete, a record maintained at a central State repository which contains information that an individual has been arrested, and which is available for dissemination, must contain information of any dispositions occurring within the State within 90 days after the disposition has occurred. The above shall apply to all arrests occurring subsequent to the effective date of these regulations. Procedures shall be established for criminal justice agencies to query the central repository prior to dissemination of any criminal history record information unless it can be assured that the most up-to-date disposition data is being used. Inquiries of a central State repository shall be made prior to any dissemination except in those cases where time is of the essence and the repository is technically incapable of responding within the necessary time period.

(2) To be accurate means that no record containing criminal history record information shall contain erroneous information. To accomplish this end, criminal justice agencies shall institute a process of data collection, entry, storage, and systematic audit that will minimize the possibility of recording and storing inaccurate information and upon finding inaccurate information of a material nature, shall notify all criminal justice agencies known to have received such information.

(b) **Limitations on Dissemination.** Insure that dissemination of nonconviction data has been limited, whether directly or through any intermediary only to:

(1) Criminal justice agencies, for purposes of the administration of criminal justice and criminal justice agency employment;

(2) Individuals and agencies for any purpose authorized by statute, ordinance, executive order, or court rule, decision, or order, as construed by appropriate State or local officials or agencies;

(3) Individuals and agencies pursuant to a specific agreement with a criminal justice agency to provide services required for the administration of criminal justice pursuant to that agreement. The agreement shall specifically authorize access to data, limit the use of data to purposes for which given, insure the security and confidentiality of the data consistent with these regulations, and provide sanctions for violation thereof;

(4) Individuals and agencies for the express purpose of research, evaluative, or statistical activities pursuant to an agreement with a criminal justice agency. The agreement shall specifically authorize access to data, limit the use of data to research, evaluative, or statistical purposes, insure the confidentiality and security of the data consistent with these regulations and with Section 524(a) of the Act and any regulations implementing Section 524(a), and provide sanctions for the violation thereof. These dissemination limitations do not apply to conviction data.

(c) General Policies On Use And Dissemination.

(1) Use of criminal history record information disseminated to noncriminal justice agencies shall be limited to the purpose for which it was given.

(2) No agency or individual shall confirm the existence or nonexistence of criminal history record information to any person or agency that would not be eligible to receive the information itself.

(3) Subsection (b) does not mandate dissemination of criminal history record information to any agency or individual. States and local governments will determine the purposes for which dissemination of criminal history record information is authorized by State law, executive order, local ordinance, court rule, decision or order.

(d) Juvenile Records. Insure that dissemination of records concerning proceedings relating to the adjudication of a juvenile as delinquent or in need of supervision (or the equivalent) to noncriminal justice agencies is prohibited, unless a statute, court order, rule or court decision specifically authorizes dissemination of juvenile records, except to the same extent as

criminal history records may be disseminated as provided in paragraph (b) (3) and (4) of this section.

(e) Audit. Insure that annual audits of a representative sample of State and local criminal justice agencies chosen on a random basis shall be conducted by the State to verify adherence to these regulations and that appropriate records shall be retained to facilitate such audits. Such records shall include, but are not limited to, the names of all persons or agencies to whom information is disseminated and the date upon which such information is disseminated. The reporting of a criminal justice transaction to a State, local or federal repository is not a dissemination of information.

(f) Security. Wherever criminal history record information is collected, stored or disseminated, each State shall insure that the following requirements are satisfied by security standards established by State legislation, or in the absence of such legislation, by regulations approved or issued by the Governor of the State.

(1) Where computerized data processing is employed, effective and technologically advanced software and hardware designs are instituted to prevent unauthorized access to such information.

(2) Access to criminal history record information system facilities, systems operating environments, data file contents whether while in use or when stored in a media library and system documentation is restricted to authorized organizations and personnel.

(3) (1) Computer operations, whether dedicated or shared, which support criminal justice information systems, operate in accordance with procedures developed or approved by the participating criminal justice agencies that assure that:

(a) Criminal history record information is stored by the computer in such manner that it cannot be modified, destroyed, accessed, changed, purged, or overlaid in any fashion by non-criminal justice terminals.

(b) Operation programs are used that will prohibit inquiry, record updates, or destruction of records, from any terminal other than criminal justice system terminals which are so designated.

(c) The destruction of records is limited to designated terminals under the direct control of the criminal justice agency responsible for creating or storing the criminal history record information.

(d) Operational programs are used to detect and store for the output of designated criminal justice agency employees all unauthorized attempts to penetrate any criminal history record information system, program or file.

(e) The programs specified in paragraphs (f)(3)(1) (b) and (d) of this section are known only to criminal justice agency employees responsible for criminal history record information system control or individuals and agencies pursuant to a specific agreement with the criminal justice agency to provide such programs and the program(s) are kept continuously under maximum security conditions.

(f) Procedures are instituted to assure that an individual or agency authorized direct access is responsible for (1) the physical security of criminal history record information under its control or in its custody and (2) the protection of such information from unauthorized access, disclosure or dissemination.

(g) Procedures are instituted to protect any central repository of criminal history record information from unauthorized access, theft, sabotage, fire, flood, wind, or other natural or man-made disasters.

(h) A criminal justice agency shall have the right to audit, monitor and inspect procedures established above.

(4) The criminal justice agency will:

(i) Screen and have the right to reject for employment, based on good cause, all personnel to be authorized to have direct access to criminal history record information.

(ii) Have the right to initiate or cause to be initiated administrative action leading to the transfer or removal of personnel authorized to have direct access to such information where such personnel violate the provisions of these regulations or other security requirements established for the collection, storage, or dissemination of criminal history record information.

(iii) Institute procedures, where computer processing is not utilized, to assure that an individual or agency authorized direct access is responsible for:

(a) The physical security of criminal history record information under its control or in its custody, and

(b) The protection of such information from unauthorized access, disclosure, or dissemination.

(iv) Institute procedures, where computer processing is not utilized, to protect any central repository of criminal history record information from unauthorized access, theft, sabotage, fire, flood, wind, or other natural or manmade disasters.

(v) Provide that direct access to criminal history record information shall be available only to authorized officers or employees of a criminal justice agency and, as necessary, other authorized personnel essential to the proper operation of the criminal history record information system.

(5) Each employee working with or having access to criminal history record information shall be made familiar with the substance and intent of these regulations.

(g) Access and Review. Insure the individual's right to access and review of criminal history information for purposes of accuracy and completeness by instituting procedures so that:

(1) Any individual shall, upon satisfactory verification of his identity, be entitled to review without undue burden to either the criminal justice agency or the individual, any criminal history record information maintained about the individual and obtain a copy thereof when necessary for the purpose of challenge or correction;

(2) Administrative review and necessary correction of any claim by the individual to whom the information relates that the information is inaccurate or incomplete is provided;

(3) The State shall establish and implement procedures for administrative appeal where a criminal justice agency refuses to correct challenged information to the satisfaction of the individual to whom the information relates;

(4) Upon request, an individual whose record has been corrected shall be given the names of all non-criminal justice agencies to whom the data has been given;

(5) The correcting agency shall notify all criminal justice recipients of corrected information; and

(6) The individual's right to access and review of criminal history record information shall not extend to data contained in intelligence, investigatory, or other related files and shall not be construed to include any other information than that defined by § 20.3(b).

[41 FR 11715, Mar. 19, 1976, as amended at 42 FR 61595, Dec. 6, 1977]

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, REFUNDS OF FEES AND WAIVERS
OF FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (February 4, 26, March 25 and April 29, 1992) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refunds of fees and waivers 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 orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

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

FREE PERMITS.

Catholic Archdiocese/Saint Pascal Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Catholic Archdiocese/Saint Pascal Church for electrical installations by the Boyer Electric Company, Inc., 5470 North Elston Avenue (in conjunction with the church carnival to run for the period of May 24 through May 31, 1992) on the premises known as 3935 North Melvina Avenue and adjoining areas on North Moody and North Melvina Avenues.

Said areas shall be used exclusively for carnival purposes 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.

Chicago Board Of Education/Kosciuszko Elementary School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Chicago Board of Education/Chicago Public Schools, 1819 West Pershing Road for the construction of an annex to the Kosciuszko Elementary School on the premises known as 1501 North Greenview Avenue.

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

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

*Children's Memorial Hospital.
(Expansion Of Parking Structure)*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Children's Memorial Hospital for parking structure expansion project on the premises known as 2300 Children's Plaza.

Said building shall be used exclusively for not-for-profit entities 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.

*Children's Memorial Hospital.
(Remodeling Of Interior)*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Children's Memorial Hospital for interior remodeling of the Gastroenterology and Pediatric Surgery Medical Doctors offices on the premises known as 2300 Children's Plaza.

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.

*El Valor Corporation.
(New El Valor Corporation Children's Center)*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 El Valor Corporation for the New El Valor Corporation Children's Center on the premises known as 1931 West 19th Street (southeast corner of 19th Street and Damen Avenue).

Said building shall be used exclusively for not-for-profit 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.

Fellowship 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 Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water for cut-off and reopening water tap fees 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 Fellowship Missionary Baptist Church for construction of a new church building on the premises known as 4543 South Princeton 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.

Metropolitan Pier And Exposition Authority.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Metropolitan Pier and Exposition Authority, 2051 South Lake Shore Drive, for the expansion of McCormick Place on the premises known as 2301 South Lake Shore Drive (on the lake).

Said building shall be used exclusively for City of Chicago events 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.

Misericordia Home.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Misericordia Home, 6300 North Ridge Avenue, for the construction of a three-story building on the premises known as 1940 West Granville Avenue.

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

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

*Neighborhood Network & Housing Services.
(1323 South Fairfield Avenue)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Neighborhood Network & Housing Services for rehabbing of existing structures on the premises known as 1323 South Fairfield Avenue.

Said building shall be used for not-for-profit and or 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.

*Neighborhood Network & Housing Services.
(1332 South Washtenaw Avenue)*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Neighborhood Network & Housing Services for rehabbing of existing structures on the premises known as 1332 South Washtenaw Avenue.

Said building shall be used exclusively for not-for-profit 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.

Northwestern University Settlement.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Northwestern University Settlement, 1400 West Augusta Boulevard for new water and sewer service on the premises known as 1012 North Noble Street.

Said building shall be used exclusively for low-income social services 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.

The Rising Sun 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 Transportation, 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 Rising Sun Missionary Baptist Church, for a proposed driveway on the premises known as 830 North Central Avenue.

Said building shall be used exclusively for not-for-profit 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.

The Salvation Army.

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 Salvation Army, for building of garage on the premises known as 8802 South Ada Street.

Said building shall be used exclusively for not-for-profit 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.

Scahl Associates, Inc..

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 Scahl Associates, Inc., 200 West Hubbard Street, Chicago, Illinois 60610, for the Navy Pier Redevelopment Project on the premises known as 600 East Grand Avenue, Chicago, Illinois 60610.

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.

*The United Neighborhood Organization Of Chicago/East Lake
Management And Development Corporation.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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 United Neighborhood Organization of Chicago, 125 North Halsted Street, Suite 203, Chicago, in joint venture with East Lake Management and Development Corporation, 2850 South Michigan Avenue, for the rehabilitation of an existing structure on the premises known as 9001 South Muskegon Avenue.

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

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

LICENSE FEE EXEMPTIONS.

*Food Dispensers.**Saint Elizabeth's Hospital Cafeteria.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Saint Elizabeth's Hospital Cafeteria, 1431 North Claremont Avenue, Chicago, Illinois 60622 -- Class I, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1992.

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

Saint Elizabeth's Hospital Snack Shop.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Saint Elizabeth's Hospital Snack shop, 1431 North Western Avenue, Chicago, Illinois 60622 -- Class I, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1992.

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

Homes.

*Ada S. McKinley Davis House.
(Sheltered Care Home)*

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 inspection by the Department of Health, the following charitable institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Ada S. McKinley Davis House (sheltered care home)
4237 South Indiana Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Ada S. McKinley Hammond House.

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 inspection by the Department of Health, the following charitable institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Ada S. McKinley Hammond House
6701 South Morgan Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Ada S. McKinley Knight House.

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 inspection by the Department of Health, the following charitable institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Ada S. McKinley Knight House
6600 South Stewart Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Misericordia Home -- South.

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 1992:

Misericordia Home -- South
2916 West 47th Street.

SECTION 2. This ordinance shall be effective from and after its passage and publication.

Northwest Home For The Aged.

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 inspection by the Department of Health, the following charitable institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Northwest Home for the Aged
6300 North California Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Society For The Danish Old People.

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 inspection by the Department of Health, the following charitable institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Society for the Danish Old People
5656 North Newcastle Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Hospitals.

Columbus-Cuneo-Cabrini 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 inspection 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 1992:

Columbus-Cuneo-Cabrini Hospital
2520 North Lakeview Avenue.

SECTION 2. This ordinance shall be in force and effect 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. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1992:

Saint Joseph Hospital and Health Care Center
2900 North Lake Shore Drive.

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 1992:

Swedish Covenant Hospital
5145 North California Avenue.

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

Occupancy Cards.

Chicago S.D.A. Academy.

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

SECTION 1. Pursuant to Section 13-84-410 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following school is hereby exempted from payment of the annual occupancy card fee for the year 1992:

Chicago S.D.A. Academy,
Seventh-Day Adventist Academy
7008 South Michigan Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Parkway Community House.

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

SECTION 1. Pursuant to Chapter 13-84-410 of the Municipal Code of Chicago and in accordance with favorable investigation by the Building Department, the following not-for-profit organization is hereby exempted from the payment of the annual occupancy card fee for the year 1992:

Parkway Community House
500 East 67th Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

REFUNDS OF FEE.

Saint Paul The Redeemer Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$100.40 to Saint Paul the Redeemer Church, 4965 South Dorchester Avenue, representing payment of Permit No. B-749734 for the erection of a new concrete access pump at 4965 South Dorchester Avenue.

Uptown Community Learning Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$665.35 to the Uptown Community Learning Center, 4409 North Broadway, representing payment of water and sewer charges for Account No. 123070612008.

WAIVERS OF FEE.

*Andersonville Chamber Of Commerce Midsommarfest
Street Festival And Sidewalk Sale.*

Ordered, That the Director of the Department of Revenue, City of Chicago, waive the special event vendor license fee for participants in the Andersonville Chamber of Commerce Midsommarfest Street Festival and

Sidewalk Sale co-sponsored by the Mayor's Office of Special Events, to be held on North Clark Street between West Foster Avenue and West Catalpa Avenue and also the adjoining side streets, for the period of June 20 -- 21, 1992.

Celebrate On State Street.
(Department Fees)

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Celebrate On State Street special event to be held on State Street between Wacker Drive and Van Buren Street, for the period of June 17 through June 19, 1992.

Celebrate On State Street.
(Food Vendors License Fees)

Ordered, That the Director of the Department of Revenue, City of Chicago, waive the food vendor license fee for the participants in the Celebrate On State Street special event to be held on State Street between Wacker Drive and Van Buren Street, for the period of June 17 through June 19, 1992.

The Golden Apple Foundation.

Ordered, That the Director of the Department of Revenue, City of Chicago, waive the special event food vendor license fee for the vendors that will be participating in the fundraising event sponsored by The John Buck Company, 200 South Wacker Drive, on behalf of The Golden Apple Foundation, to be held on West Ontario Street between North Orleans and North Kingsbury Streets, Thursday, June 11, 1992, during the hours of 2:00 P.M. and 12:00 Midnight.

Greater Chicago Food Depository.

Ordered, That the Director of the Department of Revenue, City of Chicago, waive the itinerant wholesale food vendor license fee, for the Greater Chicago Food Depository, a non-profit organization, 4629 South Tripp Avenue.

The Greater Chicago Jewish Folk Arts Festival.

Ordered, That the Director of the Department of Revenue, City of Chicago, waive all food vendor license fees for participants in The Greater Chicago Jewish Folk Arts Festival to be held in the North Park Village on June 14, 1992, during the hours of 11:00 A.M. and 6:00 P.M..

*Lakeview East Festival.
(Food Vendor)*

Ordered, That the Director of the Department of Revenue, City of Chicago, waive the food vendor license fee for the local businesses participating in the Lakeview East Festival -- City sponsored event, to be held on --

North Broadway (both sides) between West Diversey and West Cornelia Avenues; and on

West Diversey Avenue (both sides) between North Sheridan Road and North Halsted Street,

for the period of July 11 and 12, 1992, during the hours of 10:00 A.M. and 8:00 P.M. each day.

*Lakeview East Festival.
(Vendor)*

Ordered, That the Director of the Department of Revenue, City of Chicago, waive the vendor license fee, for the local businesses participating in the Lakeview East Festival -- City sponsored event, to be held on --

North Broadway (both sides) between West Diversey and West Cornelia Avenues; and on

West Diversey Avenue (both sides) between North Sheridan Road and North Halsted Street,

for the period of July 11 and 12, 1992, during the hours of 10:00 A.M. and 8:00 P.M. each day.

*North Halsted Area Merchants Association Market Days
Street Carnival And Sidewalk Sale.*

Ordered, That the Director of the Department of Revenue, City of Chicago, waive the special event vendor fee for the local businesses participating in the North Halsted Area Merchants Association Market Days, Street Carnival and Sidewalk Sale -- City sponsored event, to be held on North Halsted Street (both sides) between West Addison Street and West Belmont Avenue (both sides) between North Halsted Street and West Cornelia Avenue, a point 150 feet east of North Halsted Street; and on West Buckingham Place (both sides) from North Halsted Street, to a point 150 feet west of North Halsted Street, August 1 and 2, 1992, during the hours of 12:00 Noon and 9:00 P.M. each day.

**AUTHORIZATION TO CANCEL WARRANTS FOR COLLECTION
ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Bethesda Home and Retirement Center 2833 North Nordica Avenue	P1-201121 (Fuel Burn. Equip.)	\$530.00
Catholic Archdiocese of Chicago/ Holy Trinity Mission 1125 North Cleaver Street	B1-202377 (Bldg.)	31.00
Center for the Rehabilitation and Training of Persons with Disabilities (various locations)	B1-203316 (Bldg.)	31.00
	B1-203317 (Bldg.)	47.00
	B1-203098 (Bldg.)	63.00
Chinese Christian Union Church Nursery School 2301 South Wentworth Avenue	C2-701039 (Refrig.)	125.00
Evangelical Lutheran Church of Saint Philip Day Care Center 2500 West Bryn Mawr Avenue	B2-102542 (Canopy/Revolv. Door)	34.00
Grant Hospital 2201 North Geneva Terrace	B4-100065 (Inst.)	95.00
Lincoln West Medical Center 2544 North Montrose Avenue	A1-200979 (Elev.)	307.00
	Pl-200210 (Fuel Burn. Equip.)	989.00

5/20/92

REPORTS OF COMMITTEES

16237

Name And Address	Warrant No. And Type Of Inspection	Amount
Methodist Hospital of Chicago 5015 North Paulina Street	P1-200821 (Fuel Burn. Equip.)	\$1,379.00
Morgan Park Academy 2153 West 111th Street	P1-200466 (Fuel Burn. Equip.)	869.00
Northwestern Memorial Hospital 247 East Erie Street	B1-202192 (Bldg.)	63.00
Northwestern Memorial Hospital/Streeterville Corporation 244 East Pearson Street	P1-200523 (Fuel Burn. Equip.)	157.00
Norwood Park Home 6016 North Nina Avenue	P1-200351 (Fuel Burn. Equip.)	724.00
Our Lady of the Resurrection Medical Center (various locations)	A1-201301 (Elev.)	532.00
	A1-201344 (Elev.)	82.00
	B3-200309 (Pub. Place of Assemb.)	46.00
	P1-200983 (Fuel Burn. Equip.)	1,892.00
	P1-201066 (Fuel Burn. Equip.)	517.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Ravenswood Hospital Medical Center 4500 North Winchester Avenue	B1-119943 (Bldg.)	\$111.00
Resurrection Medical Center 7435 West Talcott Avenue	B4-100113 (Inst.)	95.00
	P2-151591 (Process Dev.)	30.00
Saint Paul's House and Grace Convalescent Home 3831 North Mozart Street	D7-9229000143 (Parking Sign)	40.00
South-East Asia Center 1124 West Ainslie Street	F4-018740 (Mech. Vent.)	26.00
	F4-107179 (Mech. Vent.)	26.00
	F4-918168 (Mech. Vent.)	26.00
South Chicago Young Mens' Christian Association of Metropolitan Chicago 3039 East 91st Street	A1-201217 (Elev.)	82.00
	P1-200152 (Fuel Burn. Equip.)	672.00
Spanish Coalition for Jobs 2011 West Pershing Road	B1-200806 (Bldg.)	47.00
	C2-104183 (Refrig.)	204.00

Name And Address	Warrant No. And Type Of Inspection	Amount
The Swedish American Musuem 5211 North Clark Street	A1-200398 (Elev.)	\$ 41.00
Uptown Center Hull House Association 5650 North Western Avenue	F4-4917417 (Mech. Vent.)	26.00
Valentine Chicago Boys Club 3400 South Emerald Avenue	P1-106002 (Fuel Burn. Equip.)	263.00
Virginia Frank Child Development Center 3033 West Touhy Avenue	F4-631632 (Mech. Vent.)	19.00
	F4-731055 (Mech. Vent.)	19.00
Wesley Memorial Hospital 215 East Superior Street	B1-007146 (Bldg.)	495.00

**REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY VARIOUS INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) ordinances authorizing the reduction in license fees for the employment of special policemen at the following institutions:

Alderman Bloom

The University of Chicago; and

Alderman Miller

Stone Temple Baptist Church,

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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):

The University Of Chicago.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs one hundred (100) special police and shall pay an annual fee of Ten Dollars (\$10.00) per license for the year 1992:

The University of Chicago
5801 South Ellis Avenue.

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

Stone Temple Baptist Church.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs one (1) special police and shall pay an annual fee of Ten Dollars (\$10.00) per license for the year 1992:

Stone Temple Baptist Church
3622 West Douglas Boulevard
Chicago, Illinois 60624.

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

**AUTHORIZATION FOR INSTALLATION OF NEW LIGHT
AT 4953 NORTH BERNARD AVENUE.**

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order submitted by Alderman Laurino, authorizing the installation of a new light at the south end of a walk bridge at 4953 North Bernard Avenue, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation, Bureau of Electricity is hereby authorized and directed to cause the installation of a new light to be located at 4953 North Bernard Avenue (the south end of the walk bridge).

AUTHORIZATION FOR INSTALLATION OF ALLEY
LIGHT AT 5105 WEST VAN BUREN STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order submitted by Alderman Burrell, authorizing the installation of an alley light at 5105 West Van Buren Street, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 5105 West Van Buren Street.

AUTHORIZATION FOR PAYMENT 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 20, 1992.

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 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 16246 through
16260 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages 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 16261
through 16263 of this Journal.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	93.00
ADE	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/20/91	75.00
ALANIZ	POLICE OFFICER	TWELFTH DISTRICT	12/31/91	90.00
ALEXANDER	POLICE OFFICER	ELEVENTH DISTRICT	12/08/91	284.00
ALLEN	POLICE OFFICER	UNKNOWN	10/23/91	205.00
ALMAGUER	POLICE OFFICER	TENTH DISTRICT	10/07/91	345.00
ALSTON	POLICE OFFICER	THIRD DISTRICT	1/24/92	447.40
ALTIERE	POLICE OFFICER	UNKNOWN	12/18/91	410.00
AMARI JR	POLICE OFFICER	ELEVENTH DISTRICT	10/30/90	365.00
AMATO	POLICE OFFICER	GANG CRIMES ENFORCEMENT	9/24/91	35.00
AMATO	POLICE OFFICER	GANG CRIMES ENFORCEMENT	1/31/92	311.00
ANDERSON	POLICE OFFICER	GANG CRIMES ENFORCEMENT	12/15/91	190.00
ANDERSON	POLICE OFFICER	RECRUIT TRAINING	10/18/91	45.00
ANDERSON	POLICE OFFICER	GANG CRIMES ENFORCEMENT	5/31/91	75.00
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/89	598.00
ANDERSON	POLICE OFFICER	SECOND DISTRICT	7/12/91	219.25
ANDERSON	POLICE OFFICER	SECOND DISTRICT	9/13/91	140.00
ANGUIANO	POLICE OFFICER	TWELFTH DISTRICT	12/06/91	40.00
ARCHULITA	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/25/92	2261.10
ARNOLD	POLICE OFFICER	SECOND DISTRICT	5/30/91	84.00
BAHMANDEJI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/16/92	628.50
BAJANSKI	POLICE OFFICER	VICE CONTROL SECTION	1/06/92	2431.50
BALDWIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/02/91	45.00
BARNAS	POLICE OFFICER	UNKNOWN	12/18/91	4222.52
BARNES	POLICE OFFICER	SIXTH DISTRICT	12/07/91	239.00
BARTIENTOS	POLICE OFFICER	FOURTEENTH DISTRICT	1/06/92	320.00
BARTHEL	POLICE OFFICER	FIRST DISTRICT	1/31/92	182.00
BARTOLI	POLICE OFFICER	NINETEENTH DISTRICT	12/04/91	19.00
BARTON	POLICE OFFICER	TWENTIETH DISTRICT	11/22/91	90.00
BASIL	POLICE OFFICER	NINETEENTH DISTRICT	8/30/91	28.00
BATES	POLICE OFFICER	ELEVENTH DISTRICT	8/10/91	142.00
BATES JR	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/28/90	105.00
BECKOM	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	150.00
BEHLING	POLICE OFFICER	ELEVENTH DISTRICT	5/11/91	120.00
BELZAK	POLICE OFFICER	SEVENTH DISTRICT	1/23/92	190.00
BENNETT	POLICE OFFICER	SEVENTH DISTRICT	1/02/92	179.53
BERNARD	POLICE OFFICER	SEVENTH DISTRICT	10/22/91	1157.00
BERNICHIO	POLICE OFFICER	SEVENTH DISTRICT	7/21/91	295.00
BERTHA	POLICE OFFICER	GANG CRIMES ENFORCEMENT	10/23/91	370.25
BIELECKI-CALLEROS	POLICE OFFICER	ELEVENTH DISTRICT	1/15/91	75.00
BIELECKI-CALLEROS	POLICE OFFICER	ELEVENTH DISTRICT	6/11/91	137.00
BIRMINGHAM	POLICE OFFICER	TWELFTH DISTRICT	1/17/91	40.00
BIZARRO	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/06/92	1103.50
BLUE	POLICE OFFICER	THIRD DISTRICT	9/29/91	174.50
BODDIE	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/29/91	55.00
BODDIE	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/23/92	457.00
BORSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/21/92	331.00
BOUGOYNE	POLICE OFFICER	FIFTH DISTRICT	12/24/91	203.00
BOWENS	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/09/92	282.00

5/20/92

REPORTS OF COMMITTEES

16247

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BOYLE	POLICE OFFICER	TWELFTH DISTRICT	11/25/91	28.00
BRADY	POLICE OFFICER	SIXTH DISTRICT	1/22/92	356.40
BRAZIL	POLICE OFFICER	FOURTH DISTRICT	10/10/91	60.00
BRESNAHAN	POLICE OFFICER	SIXTH DISTRICT	10/05/91	100.00
BRIGHTS	POLICE OFFICER	SECOND DISTRICT	11/06/91	153.00
BROWN	POLICE OFFICER	SIXTH DISTRICT	12/07/91	174.25
BURACZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/24/91	895.00
BURDINE	POLICE OFFICER	TWELFTH DISTRICT	7/08/91	40.00
BURKE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	4/23/91	180.00
BURKELL	POLICE OFFICER	TENTH DISTRICT	8/17/91	155.00
BURTON	POLICE OFFICER	SECOND DISTRICT	1/01/92	228.00
BURTON	POLICE OFFICER	NINTH DISTRICT	11/10/91	1020.00
BURTON	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/27/91	171.00
BUTLER	POLICE OFFICER	ELEVENTH DISTRICT	12/19/91	45.00
BYRD	POLICE OFFICER	SEVENTH DISTRICT	11/06/91	75.00
CAMPBELL	POLICE OFFICER	ELEVENTH DISTRICT	12/17/91	600.00
CANNIZZO	POLICE OFFICER	FIRST DISTRICT	11/19/90	45.00
CAFFARELLI	POLICE OFFICER	NINTH DISTRICT	10/28/91	77.00
CAFFETTO	POLICE OFFICER	TWENTIETH DISTRICT	12/07/91	314.60
CARDUCCI	POLICE OFFICER	EIGHTEENTH DISTRICT	1/17/91	137.00
CAREY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/24/91	40.00
CARROLL	POLICE OFFICER	SIXTEENTH DISTRICT	11/19/91	805.00
CARTER	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/25/91	175.00
CASCIO	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/21/91	155.00
CASEY	POLICE OFFICER	UNKNOWN	12/18/91	253.68
CASEY	POLICE OFFICER	CHARE LAW ENFORCEMENT	5/08/90	80.00
CASEY	POLICE OFFICER	TWELFTH DISTRICT	11/05/91	1000.00
CAVAZOS	POLICE OFFICER	TWELFTH DISTRICT	12/29/91	1318.00
CEJA	POLICE OFFICER	FIFTH DISTRICT	9/24/91	115.00
CHAFFEE	POLICE OFFICER	FIFTH DISTRICT	10/14/91	135.00
CHADEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/18/91	1794.50
CHANDLER	POLICE OFFICER	SECOND DISTRICT	12/06/91	92.00
CHEVALIER	POLICE OFFICER	EIGHTH DISTRICT	10/28/91	225.00
CHIGAKOS	POLICE OFFICER	ELEVENTH DISTRICT	12/16/91	1045.45
CHRISTOPHER	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/91	515.50
CHUCHMAN	POLICE OFFICER	FIFTH DISTRICT	1/29/90	70.00
CHUNN	POLICE OFFICER	UNKNOWN	12/09/91	330.00
CIFUN	POLICE OFFICER	UNKNOWN	1/07/92	40.00
CLAUNCH	POLICE OFFICER	SECOND DISTRICT	1/07/92	329.00
CLENNA	POLICE OFFICER	FOURTEENTH DISTRICT	11/24/91	19.00
CLINKSCALES	POLICE OFFICER	TENTH DISTRICT	12/01/91	202.50
COLBERT	POLICE OFFICER	RECRUIT TRAINING	12/12/91	191.00
COLLINS	POLICE OFFICER	FIFTH DISTRICT	1/06/92	545.35
COLON	POLICE OFFICER	SECOND DISTRICT	12/22/91	200.50
CONKLIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/31/91	846.60
CONNORS	POLICE OFFICER	EIGHTH DISTRICT	11/28/91	150.00
CONROY	POLICE OFFICER	FIFTEENTH DISTRICT	12/19/91	230.00
	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	2/15/91	1760.00
	POLICE OFFICER	FIFTEENTH DISTRICT	12/04/91	302.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CORBIN	POLICE OFFICER	THIRD DISTRICT	8/14/91	133.00
CORFIELD	POLICE OFFICER	TWELFTH DISTRICT	1/23/92	60.00
CORTES	POLICE OFFICER	TENTH DISTRICT	10/11/91	284.00
COSENTINO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/23/90	1574.00
CRAWFORD	POLICE OFFICER	FOURTEENTH DISTRICT	12/06/91	600.90
CROSS	POLICE OFFICER	SEVENTH DISTRICT	1/19/92	423.00
DALEY	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/92	134.00
DALTO	POLICE OFFICER	EIGHTH DISTRICT	2/24/85	828.00
DANIELS	POLICE OFFICER	EIGHTH DISTRICT	10/30/91	216.00
DANIELS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/02/91	162.40
DAUSINAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/07/91	135.00
DAVIN	POLICE OFFICER	FIFTH DISTRICT	8/05/91	175.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	1/12/92	83.00
DAVIS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/09/91	40.50
DAVIS	POLICE OFFICER	THIRD DISTRICT	12/14/91	190.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	12/20/91	60.00
DAVIS	POLICE OFFICER	FIFTH DISTRICT	12/31/91	604.25
DAVIS	POLICE OFFICER	FIFTH DISTRICT	12/24/91	135.00
DAVY	POLICE OFFICER	FOURTH DISTRICT	1/20/92	296.50
DAWAN	POLICE OFFICER	THIRD DISTRICT	7/23/91	45.00
DAWSON	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINSTR	12/31/91	451.00
DELANEY	POLICE OFFICER	FIFTEENTH DISTRICT	1/03/92	133.50
DELEON	POLICE OFFICER	NINETEENTH DISTRICT	12/25/91	135.00
DELIA	POLICE OFFICER	EIGHTH DISTRICT	8/28/91	75.00
DEMAS	POLICE OFFICER	FIRST DISTRICT	4/30/91	40.00
DESANDIO	POLICE OFFICER	EIGHTH DISTRICT	1/13/91	110.00
DEYOUNG	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/09/91	632.00
DI DOMENICO	POLICE OFFICER	FOURTH DISTRICT	10/02/86	4116.27
DIDRIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/25/91	75.00
DIXON	POLICE OFFICER	FIFTEENTH DISTRICT	1/07/92	135.00
DIXON	POLICE OFFICER	EIGHTH DISTRICT	5/28/91	235.00
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	19765.19
DONNELLY	POLICE OFFICER	TENTH DISTRICT	6/16/91	115.00
DORRIS	POLICE OFFICER	NINTH DISTRICT	8/02/91	40.00
DOYAL	POLICE OFFICER	EIGHTH DISTRICT	11/18/91	75.00
DRABIK	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/25/91	7458.20
DRAKULICH	POLICE OFFICER	TRAFFIC COURT SECTION	8/09/91	1405.00
DRANEK	POLICE OFFICER	EIGHTEENTH DISTRICT	9/28/91	75.00
DRYER	POLICE OFFICER	NINETEENTH DISTRICT	10/30/91	446.00
DUARTE	POLICE OFFICER	UNKNOWN	10/07/91	175.00
DUFFY	POLICE OFFICER	ELEVENTH DISTRICT	6/03/91	65.00
DUGAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/03/91	942.00
DUNN	POLICE OFFICER	SIXTH DISTRICT	1/19/92	341.00
EASON	POLICE OFFICER	SEVENTH DISTRICT	1/11/92	429.53
EAGERS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/18/91	537.00
EICHLER	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/16/92	423.00
	POLICE OFFICER	FIFTH DISTRICT	11/09/91	40.00
	POLICE OFFICER	SIXTEENTH DISTRICT	10/28/91	19.00
	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/01/91	90.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ELARDE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/25/92	235.50
ENGLISH	POLICE OFFICER	FIFTEENTH DISTRICT	10/19/91	45.00
ESCHBACH	POLICE OFFICER	FOURTEENTH DISTRICT	3/01/91	2687.00
ESPINOZA	POLICE OFFICER	TENTH DISTRICT	12/26/91	320.00
ESPOSITO	POLICE OFFICER	FIFTH DISTRICT	10/10/91	35.00
EVANS	POLICE OFFICER	SEVENTH DISTRICT	7/05/91	150.00
FABIAN	POLICE OFFICER	SIXTH DISTRICT	12/28/91	4839.86
FAKLEY	POLICE OFFICER	TENTH DISTRICT	5/19/91	120.00
FAUST	POLICE OFFICER	FIRST DISTRICT	4/01/90	50.00
FELICIANO	POLICE OFFICER	TWELFTH DISTRICT	12/05/91	345.00
FENNER	POLICE OFFICER	THIRD DISTRICT	1/10/92	239.00
FENNESSEY	POLICE OFFICER	SEVENTH DISTRICT	12/25/91	145.00
FILAS	POLICE OFFICER	NINETEENTH DISTRICT	6/29/91	6787.79
FISSINGER	POLICE OFFICER	SEVENTH DISTRICT	2/04/92	1314.50
FITZGERALD	POLICE OFFICER	TENTH DISTRICT	1/13/91	75.00
FIZER	POLICE OFFICER	ELEVENTH DISTRICT	7/06/91	161.25
FLAHERTY	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/05/91	53.00
FLEMING	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/08/91	55.00
FLEMING	POLICE OFFICER	UNKNOWN	1/06/92	76.25
FLOWERS	POLICE OFFICER	NINTH DISTRICT	1/09/92	107.00
FRANCO	POLICE OFFICER	SECOND DISTRICT	1/09/92	5514.00
FRANTZ	POLICE OFFICER	FIRST DISTRICT	1/28/92	818.40
FRONCZAK	POLICE OFFICER	TWELFTH DISTRICT	8/13/90	35.00
FRUGOLI	POLICE OFFICER	SIXTEENTH DISTRICT	12/20/91	542.50
FUDIA	POLICE OFFICER	SEVENTH DISTRICT	10/25/91	140.00
FURMANEK	POLICE OFFICER	EIGHTH DISTRICT	10/23/91	329.99
GALE	POLICE OFFICER	SECOND DISTRICT	11/20/85	36.00
GARCIA	POLICE OFFICER	SECOND DISTRICT	1/30/92	786.00
GARGUL	POLICE OFFICER	FIFTEENTH DISTRICT	12/17/91	145.00
GARRIDO	POLICE OFFICER	TENTH DISTRICT	1/01/92	391.00
GARTH	POLICE OFFICER	THIRD DISTRICT	10/04/90	50.00
GASKI	POLICE OFFICER	NINETEENTH DISTRICT	7/20/91	1738.00
GAVIN	POLICE OFFICER	RECRUIT TRAINING	12/25/91	261.50
GERALI	POLICE OFFICER	THIRTEENTH DISTRICT	1/05/92	151.00
GILLIAM	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/16/91	2397.00
GILLIOTT	POLICE OFFICER	TWELFTH DISTRICT	10/03/91	348.50
GILTMIER	POLICE OFFICER	RECRUIT TRAINING	1/26/92	1334.00
GILTMIER	POLICE OFFICER	SEVENTH DISTRICT	1/13/91	27.50
GIARDI	POLICE OFFICER	TENTH DISTRICT	1/20/92	431.15
GIULIANO	POLICE OFFICER	ELEVENTH DISTRICT	5/22/91	53.00
GLEASON	POLICE OFFICER	FOURTH DISTRICT	1/25/92	5365.71
GLEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/26/91	93.50
GOLCZAK	POLICE OFFICER	EIGHTH DISTRICT	1/23/92	1965.50
GONZALEZ	POLICE OFFICER	TENTH DISTRICT	9/29/91	155.00
GOOD	POLICE OFFICER	SIXTH DISTRICT	11/08/91	170.00
GOODIN	POLICE OFFICER	NINTH DISTRICT	9/11/91	65.00
GORDON	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/05/91	479.00
GORDON	POLICE OFFICER	EIGHTH DISTRICT	10/06/88	75.00
GRABER	POLICE OFFICER		12/07/91	211.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GRAF	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/08/92	311.10
GRAFFIS	POLICE OFFICER	TWELFTH DISTRICT	8/22/91	115.00
GRAHAM	POLICE OFFICER	FOURTH DISTRICT	10/15/91	80.00
GRAHAM	POLICE OFFICER	RECRUIT TRAINING	1/24/92	279.00
GRANAUDN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/09/91	523.75
GRAU	POLICE OFFICER	TWELFTH DISTRICT	7/19/90	1745.79
GRAZIANO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/06/91	135.00
GRECO	POLICE OFFICER	RECRUIT TRAINING	12/29/91	160.80
GREENE	POLICE OFFICER	FIFTEENTH DISTRICT	12/04/91	474.00
GRICKI	POLICE OFFICER	NINETEENTH DISTRICT	12/08/91	480.00
GRIFFIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/10/91	202.50
GRIVETTI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/24/91	1148.00
GROELLER	POLICE OFFICER	SEVENTH DISTRICT	4/27/91	2135.00
GROSS	POLICE OFFICER	SIXTH DISTRICT	11/04/91	355.00
GUIGALIS	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	12/17/91	55.00
GUERRA	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/18/91	90.00
GULLIFORD	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	12/17/91	585.00
GUTIERREZ	POLICE OFFICER	ELEVENTH DISTRICT	12/24/91	271.28
GUTIERREZ	POLICE OFFICER	TWELFTH DISTRICT	11/23/91	28.00
GUTIERREZ	POLICE OFFICER	TWELFTH DISTRICT	1/06/92	438.50
HAGGARD	POLICE OFFICER	TWELFTH DISTRICT	9/09/91	35.00
HAMILTON	POLICE OFFICER	TWELFTH DISTRICT	1/23/92	460.00
HAMILTON	POLICE OFFICER	TWENTIETH DISTRICT	5/23/91	747.50
HAMPSTON	POLICE OFFICER	SECOND DISTRICT	1/01/92	235.00
HAN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/18/91	1082.40
HANSEN	POLICE OFFICER	RECRUIT TRAINING	1/31/92	134.30
HANSEN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/09/91	4705.15
HARAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/31/91	1076.45
HARAS	POLICE OFFICER	SEVENTH DISTRICT	1/07/91	115.00
HART	POLICE OFFICER	UNKNOWN	10/01/91	150.00
HART	POLICE OFFICER	THIRTEENTH DISTRICT	12/06/91	123.00
HARTMANN	POLICE OFFICER	THIRTEENTH DISTRICT	12/25/91	170.00
HARVEY	POLICE OFFICER	TENTH DISTRICT	1/13/91	175.00
HASENFANG	POLICE OFFICER	THIRD DISTRICT	10/02/91	90.00
HAYDOCK	POLICE OFFICER	SEVENTH DISTRICT	1/14/92	177.50
HAYNES	POLICE OFFICER	EIGHTH DISTRICT	7/17/91	185.00
HAYNES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/09/88	167.00
HAYNES	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/30/91	3701.45
HEELAN	POLICE OFFICER	FIFTH DISTRICT	9/18/91	1057.00
HEIDT	POLICE OFFICER	TWELFTH DISTRICT	10/21/91	36.91
HERATY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/10/92	138.38
HERNANDEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/22/91	806.74
HICKS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/06/91	947.50
HILL	POLICE OFFICER	SECOND DISTRICT	1/08/92	708.10
HILLARD	POLICE OFFICER	RECRUIT TRAINING	12/29/91	201.00
HINKLE	POLICE OFFICER	SIXTH DISTRICT	1/27/92	97.16
HIPP	POLICE OFFICER	FOURTH DISTRICT	2/15/91	140.00
HOFFMAN	POLICE OFFICER	NINETEENTH DISTRICT	1/29/92	141.50
	POLICE OFFICER	TENTH DISTRICT	8/08/91	1764.50

5/20/92

REPORTS OF COMMITTEES

16251

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HUNACKI	POLICE OFFICER	THIRD DISTRICT	2/19/91	3780.00
HOLY	POLICE OFFICER	FIFTEENTH DISTRICT	1/14/92	76.10
HONORE	POLICE OFFICER	SIXTH DISTRICT	12/03/91	620.20
HOOD	POLICE OFFICER	TWELFTH DISTRICT	12/26/91	357.50
HUZZIAN	POLICE OFFICER	SIXTEENTH DISTRICT	12/21/91	57.50
HUDDON	POLICE OFFICER	ELEVENTH DISTRICT	9/16/91	105.00
HUDSON	POLICE OFFICER	CANINE UNIT	5/01/91	190.00
HUGHES	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/20/91	110.00
IGLINSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/22/91	160.00
INOVSKIS	POLICE OFFICER	TWELFTH DISTRICT	12/25/91	209.00
IRVIN	POLICE OFFICER	SIXTH DISTRICT	12/25/91	469.85
IVERS	POLICE OFFICER	TWELFTH DISTRICT	9/14/91	125.00
JACKSON	POLICE OFFICER	VICE CONTROL SECTION	12/02/91	797.50
JACKSON	POLICE OFFICER	RECRUIT TRAINING	1/24/86	3590.50
JACKSON	POLICE OFFICER	RECRUIT TRAINING	4/11/91	53.00
JAGLOWSKI	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	1300.00
JAMES	POLICE OFFICER	ELEVENTH DISTRICT	12/04/91	675.00
JOHNSON	POLICE OFFICER	UNKNOWN	5/21/91	1196.00
JOHNSON	POLICE OFFICER	SECOND DISTRICT	8/14/86	155.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	12/03/91	319.75
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	12/03/91	185.00
JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	10/28/91	1874.00
JONAGAN	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	12/31/91	190.00
JONES	POLICE OFFICER	SIXTH DISTRICT	11/29/90	269.00
JONES	POLICE OFFICER	SIXTH DISTRICT	7/09/91	35.00
JONES	POLICE OFFICER	ELEVENTH DISTRICT	12/30/91	135.00
JONES	POLICE OFFICER	THIRD DISTRICT	4/30/91	165.00
JONES	POLICE OFFICER	NINTH DISTRICT	8/30/91	75.00
JORDAN	POLICE OFFICER	SEVENTH DISTRICT	12/23/91	115.00
JUGOVICH	POLICE OFFICER	EIGHTH DISTRICT	10/05/91	115.00
KALBFELL	POLICE OFFICER	SIXTEENTH DISTRICT	12/30/91	1526.75
KANDL	POLICE OFFICER	TWENTIETH DISTRICT	8/18/91	25.00
KANIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/01/91	433.75
KAPLAN	POLICE OFFICER	RECRUIT TRAINING	12/16/91	128.00
KAFUGI	POLICE OFFICER	TENTH DISTRICT	7/18/91	65.00
KATAUSKAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/16/91	225.00
KAUFMANN	POLICE OFFICER	BANG CRIMES ENFORCEMENT DIVISI	8/30/91	110.00
KAUFMANN	POLICE OFFICER	SIXTH DISTRICT	9/23/91	80.00
KEELEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/91	374.00
KELL	POLICE OFFICER	RECRUIT TRAINING	1/23/92	128.00
KELLEHER	POLICE OFFICER	EIGHTH DISTRICT	11/05/91	90.00
KELLER	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/10/91	136.00
KELLEY	POLICE OFFICER	FIFTH DISTRICT	9/11/91	85.00
KIERAS	POLICE OFFICER	FOURTH DISTRICT	2/18/77	1381.00
KIMBROUGH	POLICE OFFICER	OHARE SECURITY	6/13/83	150.00
KING	POLICE OFFICER	SEVENTH DISTRICT	1/11/92	278.50
KINGSLEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/25/91	1682.30
KIRBY	POLICE OFFICER	SEVENTH DISTRICT	6/19/91	150.00
	POLICE OFFICER	TWELFTH DISTRICT	2/05/92	3145.64

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KLASEN	POLICE OFFICER	UNKNOWN	12/05/91	389.00
KLODNICKI	POLICE OFFICER	CENTRAL DETENTION SECTION	5/28/91	135.00
KLUG	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/06/91	80.00
KOFRON	POLICE OFFICER	TENTH DISTRICT	3/15/91	65.00
KOHLES JR	POLICE OFFICER	VICE CONTROL SECTION	12/03/91	336.00
KORONKIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	11/07/91	190.00
KOSTECKI	POLICE OFFICER	TWENTIETH DISTRICT	12/21/91	1276.94
KOSTEcki	POLICE OFFICER	ELEVENTH DISTRICT	4/24/91	65.00
KOZLOWSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/15/91	565.65
KRAFT	POLICE OFFICER	RECRUIT TRAINING	12/10/91	620.00
KRAKAUSKY	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	2/06/91	80.00
KRISHACK	POLICE OFFICER	FIRST DISTRICT	8/10/84	42.00
KROPEL	POLICE OFFICER	FOURTH DISTRICT	5/23/91	194.00
KRUPA	POLICE OFFICER	EIGHTH DISTRICT	8/18/91	75.00
KUCZAK	POLICE OFFICER	SIXTEENTH DISTRICT	1/29/92	196.25
KULBIDA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/26/91	76.00
KURFIEL	POLICE OFFICER	ELEVENTH DISTRICT	8/17/91	65.00
KUSINSKI	POLICE OFFICER	FIFTEENTH DISTRICT	1/16/92	391.80
KUYKEN	POLICE OFFICER	RECRUIT TRAINING	12/20/91	165.13
LARUY	POLICE OFFICER	THIRTEENTH DISTRICT	1/19/90	230.00
LARRIOLA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/13/92	674.00
LADENDORF	POLICE OFFICER	EIGHTH DISTRICT	10/15/91	113.00
LALLY	POLICE OFFICER	SIXTEENTH DISTRICT	1/30/92	19.00
LAMB	POLICE OFFICER	EIGHTH DISTRICT	1/21/92	130.00
LANNING	POLICE OFFICER	EIGHTH DISTRICT	9/26/91	482.00
LATKOWSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/23/91	3884.00
LAU	POLICE OFFICER	NINTH DISTRICT	12/14/91	305.00
LAWTON	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	12/05/91	386.00
LENIHAN	POLICE OFFICER	NINETEENTH DISTRICT	8/01/91	100.00
LENDIR-JONES	POLICE OFFICER	TENTH DISTRICT	9/28/91	18.00
LEWIS	POLICE OFFICER	NINTH DISTRICT	12/10/91	537.00
LEWIS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/23/91	22.50
LIEBERMAN	POLICE OFFICER	SEVENTH DISTRICT	12/17/91	648.70
LIGHTFORD	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/03/91	70.00
LIMON	POLICE OFFICER	UNKNOWN	12/13/91	285.00
LINCOLN	POLICE OFFICER	TWELFTH DISTRICT	11/06/91	292.00
LINDLEY	POLICE OFFICER	SECOND DISTRICT	10/20/90	100.00
LOPEZ	POLICE OFFICER	SIXTH DISTRICT	5/30/90	40.00
LUKE	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/91	19.00
LUNDIN	POLICE OFFICER	RECRUIT TRAINING	12/13/91	236.00
MADDEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/08/91	140.00
MANIATES	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/22/91	207.00
MARSHALL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/10/91	123.00
MARTINI	POLICE OFFICER	NINTH DISTRICT	12/08/91	160.00
MARTINO	POLICE OFFICER	SEVENTH DISTRICT	12/28/91	184.00
MASALSKI	POLICE OFFICER	ELEVENTH DISTRICT	1/04/92	334.00
MATHEWS	POLICE OFFICER	TWENTIETH DISTRICT	3/11/91	2025.00
	POLICE OFFICER	EIGHTEENTH DISTRICT	10/04/91	75.00
	POLICE OFFICER	THIRTEENTH DISTRICT	6/04/90	90.00

5/20/92

REPORTS OF COMMITTEES

16253

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MATHEWS	POLICE OFFICER	THIRTEENTH DISTRICT	2/01/91	90.00
MAXWELL	POLICE OFFICER	UNKNOWN	10/01/91	20.00
MAY	POLICE OFFICER	TENTH DISTRICT	8/12/90	135.00
MCCARTHY	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/02/91	3595.28
MCCLAINE	POLICE OFFICER	NINETEENTH DISTRICT	9/27/91	45.00
MCCLODY	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	1/28/92	432.50
MCCLODY	POLICE OFFICER	FOURTEENTH DISTRICT	7/27/91	190.00
MCCORMACK	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/92	213.50
MCCORMICK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/92	916.25
MCCOY	POLICE OFFICER	TRAINING DIVISION	1/14/92	370.00
MCCRAY	POLICE OFFICER	NINTH DISTRICT	11/10/91	793.00
MCDONALD	POLICE OFFICER	SEVENTH DISTRICT	6/25/91	53.00
MCDONALD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/30/91	148.00
MCEERLEAN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	10/13/91	35.00
MCGREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/18/92	439.00
MCKENDRY	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/04/91	355.00
MCKEONE	POLICE OFFICER	NINTH DISTRICT	12/23/91	405.00
MCKEONE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/10/91	115.00
MCILLAN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/18/92	505.00
MCNARRAY	POLICE OFFICER	THIRD DISTRICT	6/04/91	58.00
MCNAMARA	POLICE OFFICER	TENTH DISTRICT	12/11/91	219.50
MEDINA	POLICE OFFICER	SEVENTEENTH DISTRICT	1/30/92	378.50
MEDINA	POLICE OFFICER	FOURTH DISTRICT	12/01/90	150.00
MILIO	POLICE OFFICER	FIFTH DISTRICT	12/26/91	466.12
MILLER	POLICE OFFICER	SEVENTH DISTRICT	12/22/91	303.50
MILLER	POLICE OFFICER	ELEVENTH DISTRICT	9/21/91	90.00
MILLER	POLICE OFFICER	YOUTH DIVISION AREA ONE	11/07/90	1180.00
MILLER	POLICE OFFICER	TWENTIETH DISTRICT	12/25/91	701.50
MILLER	POLICE OFFICER	RECRUIT TRAINING	12/16/91	915.00
MITZELFELD	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	4416.25
MCKUS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/09/87	66.75
MOORE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/91	125.00
MOORE-POWELL	POLICE OFFICER	ELEVENTH DISTRICT	11/19/90	117.00
MOORELLI	POLICE OFFICER	FIFTH DISTRICT	1/10/91	75.00
MORGAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/10/91	657.50
MOKIARITY	POLICE OFFICER	SIXTH DISTRICT	10/29/91	520.00
MORTON	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	9/12/91	1975.59
MULLER	POLICE OFFICER	SECOND DISTRICT	5/09/91	137.00
MULLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/17/91	2030.00
MULLINS	POLICE OFFICER	FIFTEENTH DISTRICT	8/19/91	75.00
MUNOZ	POLICE OFFICER	SECOND DISTRICT	12/13/91	241.00
MURPHY	POLICE OFFICER	THIRTEENTH DISTRICT	9/22/91	25.00
MURPHY	POLICE OFFICER	RECRUIT TRAINING	1/04/92	727.00
MUSHOL	POLICE OFFICER	FIFTH DISTRICT	1/10/92	642.00
MUZAFAPPA	POLICE OFFICER	TRAFFIC DIVISION ADMINISTRATION	11/24/90	340.00
NAVARRETTE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/10/89	1834.00
NEE	POLICE OFFICER	FIFTEENTH DISTRICT	1/31/92	324.00
	POLICE OFFICER	RECRUIT TRAINING	12/25/91	5251.85
	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	11/07/91	20.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NEGRON	POLICE OFFICER	FOURTEENTH DISTRICT	1/24/92	433.50
NELIGAN	POLICE OFFICER	FIRST DISTRICT	1/23/91	1070.00
NELSON	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91	465.00
NETTERVILLE	POLICE OFFICER	THIRD DISTRICT	1/28/92	441.60
NICOSIA	POLICE OFFICER	NINETEENTH DISTRICT	12/28/91	586.00
NOREN	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/27/92	370.75
NORMAN	POLICE OFFICER	FIFTEENTH DISTRICT	12/10/91	485.50
NOWAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	65.30
NUNEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/03/92	1134.50
NYKIEL	POLICE OFFICER	TENTH DISTRICT	12/01/91	259.00
OAKES	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/26/91	346.00
OAKES	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/30/91	753.30
OBARTUCH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/19/91	175.00
OBRIEN	POLICE OFFICER	EIGHTH DISTRICT	1/24/92	400.50
OBROCHTA	POLICE OFFICER	FIRST DISTRICT	12/03/91	718.50
O'CALLAGHAN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/92	225.00
O'DONNELL	POLICE OFFICER	SIXTH DISTRICT	12/26/91	250.00
O'DONNELL	POLICE OFFICER	NINTH DISTRICT	8/18/91	45.00
ODONOVAN	POLICE OFFICER	TENTH DISTRICT	11/17/90	635.00
OLSEN-BELLAVIA	POLICE OFFICER	TENTH DISTRICT	8/31/91	75.00
OLSZEWSKI	POLICE OFFICER	EIGHTH DISTRICT	7/21/91	84.25
ONISCKO	POLICE OFFICER	NINETEENTH DISTRICT	1/08/92	306.50
ORUCK	POLICE OFFICER	TWELFTH DISTRICT	12/04/91	971.75
OROURNE	POLICE OFFICER	FIFTEENTH DISTRICT	1/16/92	405.40
OZGA	POLICE OFFICER	UNKNOWN	12/18/91	40.00
PACELLI	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	8/23/90	105.76
PADILLA	POLICE OFFICER	TENTH DISTRICT	12/28/90	53.00
PADILLA	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/03/91	65.00
PALUCH	POLICE OFFICER	UNKNOWN	12/18/91	1003.00
PAMON	POLICE OFFICER	FOURTH DISTRICT	12/17/91	235.93
PARKER	POLICE OFFICER	SEVENTH DISTRICT	12/05/91	734.00
PARROW	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/21/92	346.75
PASCHKE	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/29/92	265.50
PAVONE	POLICE OFFICER	NINETEENTH DISTRICT	1/26/92	453.00
PAYTON	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/91	56.00
PENONE	POLICE OFFICER	TENTH DISTRICT	12/12/90	75.00
PEREZ	POLICE OFFICER	TWENTIETH DISTRICT	1/02/92	523.50
PEREZ	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/91	60.00
PIERSON	POLICE OFFICER	FOURTEENTH DISTRICT	11/23/91	145.00
PIZZO	POLICE OFFICER	FIFTH DISTRICT	9/25/91	35.00
POSEY	POLICE OFFICER	NINTH DISTRICT	1/20/92	484.00
FRANZOWSKI	POLICE OFFICER	TENTH DISTRICT	1/28/92	749.35
PRZYBYLSKI	POLICE OFFICER	NINTH DISTRICT	8/02/91	100.00
PURTELL	POLICE OFFICER	NINTH DISTRICT	8/04/88	35.00
QUADE	POLICE OFFICER	SIXTEENTH DISTRICT	12/30/91	34.00
RAFFERTY	POLICE OFFICER	SIXTH DISTRICT	3/26/90	235.00
RANSFORD	POLICE OFFICER	CENTRAL DETENTION SECTION	10/03/91	75.00
REED	POLICE OFFICER	SIXTH DISTRICT	10/02/91	927.00
RESENDEZ	POLICE OFFICER	TRAINING DIVISION	7/22/86	270.00

5/20/92

REPORTS OF COMMITTEES

16255

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
REYES	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/90	25.00
RICHARDSON	POLICE OFFICER	FIFTEENTH DISTRICT	12/25/91	1789.00
RICHARDSON	POLICE OFFICER	THIRD DISTRICT	9/22/91	9942.62
RIDGNER	POLICE OFFICER	SIXTH DISTRICT	1/11/92	295.25
RILEY	POLICE OFFICER	UNKNOWN	8/26/91	5271.85
RITCHIE	POLICE OFFICER	THIRD DISTRICT	8/29/91	380.00
ROBBINS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/01/91	65.00
ROBERTS	POLICE OFFICER	SEVENTH DISTRICT	1/13/91	86.00
ROBERTSON	POLICE OFFICER	FIRST DISTRICT	6/27/91	220.00
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	12/26/91	1522.00
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	10/16/91	45.00
ROMAN	POLICE OFFICER	TENTH DISTRICT	12/22/91	434.00
ROMERO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/23/91	116.50
ROMERO	POLICE OFFICER	TENTH DISTRICT	12/08/91	474.50
ROSENBUSCH	POLICE OFFICER	TWENTIETH DISTRICT	8/05/89	30.00
ROTI	POLICE OFFICER	SEVENTH DISTRICT	1/01/92	873.00
RUBIN	POLICE OFFICER	SEVENTH DISTRICT	9/19/76	70.00
RUCK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/29/92	159.00
RUIZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/08/91	104.50
RYAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/11/91	75.00
SADDLER	POLICE OFFICER	NINTH DISTRICT	12/25/91	158.50
SANTIAGO	POLICE OFFICER	TWENTIETH DISTRICT	1/02/92	360.50
SARAFIN	POLICE OFFICER	DHARE LAW ENFORCEMENT	9/04/91	849.00
SARAGOSA	POLICE OFFICER	ELEVENTH DISTRICT	11/01/91	270.00
SARTORI	POLICE OFFICER	SIXTH DISTRICT	3/15/90	168.00
SCHAEFER	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/21/91	190.00
SCHUMACHER	POLICE OFFICER	FIRST DISTRICT	10/29/90	45.00
SCHWAB	POLICE OFFICER	TWELFTH DISTRICT	1/23/92	891.00
SCHWIEGER	POLICE OFFICER	UNKNOWN	8/29/91	50.00
SEAGREN	POLICE OFFICER	NINETEENTH DISTRICT	12/31/90	110.00
SEAROVES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/09/91	87.00
SEVERINO	POLICE OFFICER	FOURTEENTH DISTRICT	5/21/90	90.00
SEYFERT	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/91	1075.00
SHAMLEY	POLICE OFFICER	FIFTEENTH DISTRICT	1/14/92	145.00
SHUEY	POLICE OFFICER	NINETEENTH DISTRICT	12/03/91	1727.00
SIECKZKOWSKI	POLICE OFFICER	FIRST DISTRICT	10/31/91	372.00
SIMON	POLICE OFFICER	RECRUIT TRAINING	11/05/91	74.00
SKIFFER	POLICE OFFICER	NINETEENTH DISTRICT	12/17/91	75.00
SKYLAS	POLICE OFFICER	FOURTH DISTRICT	10/12/91	65.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	5/17/90	2920.00
SPARKMON	POLICE OFFICER	SECOND DISTRICT	1/24/92	119.00
STANLEY	POLICE OFFICER	SECOND DISTRICT	6/30/91	65.00
STARKS	POLICE OFFICER	SEVENTH DISTRICT	12/15/91	75.00
STEHLIN	POLICE OFFICER	YOUTH DIVISION AREA ONE	5/05/91	209.00
STEPHANY	POLICE OFFICER	SEVENTH DISTRICT	12/23/91	75.50
STEVENS	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/91	31.09
STEWART	POLICE OFFICER	SIXTH DISTRICT	1/14/83	176.00
STEWART	POLICE OFFICER	SECOND DISTRICT	5/04/91	75.00
STUCKER	POLICE OFFICER	FOURTH DISTRICT	1/22/92	184.76

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STOVER	POLICE OFFICER	RECRUIT TRAINING	1/23/92	61.00
STRAZA	POLICE OFFICER	NINTH DISTRICT	12/31/91	322.00
STREETS	POLICE OFFICER	SIXTH DISTRICT	8/19/91	135.00
STROH	POLICE OFFICER	RECRUIT TRAINING	11/20/91	2693.85
SWEENEY	POLICE OFFICER	FOURTH DISTRICT	1/10/91	48.40
SZURA	POLICE OFFICER	TENTH DISTRICT	5/24/91	53.00
THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	9/20/91	75.00
THOREN	POLICE OFFICER	NINTH DISTRICT	12/16/90	190.00
THORPE	POLICE OFFICER	TWENTIETH DISTRICT	1/09/92	538.27
TUCK	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	9/01/91	65.00
TODE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/08/91	658.75
TOMASZEWSKI	POLICE OFFICER	EIGHTH DISTRICT	11/18/91	1375.00
TOMSON	POLICE OFFICER	FIRST DISTRICT	6/27/91	90.00
TOULIS	POLICE OFFICER	EIGHTH DISTRICT	9/11/91	35.00
TRUSZ	POLICE OFFICER	FOURTEENTH DISTRICT	11/04/91	35.00
TUFYCIA	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/13/91	6182.00
TURES	POLICE OFFICER	FOURTH DISTRICT	9/28/91	70.00
TURNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/16/92	439.60
TYSKA	POLICE OFFICER	THIRTEENTH DISTRICT	11/20/91	38.00
UGINCHUS	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/21/92	203.00
ULRICH	POLICE OFFICER	FIFTH DISTRICT	7/05/91	75.00
UTTERBACK	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/23/92	464.30
VALDES	POLICE OFFICER	MARINE UNIT	5/26/91	16.00
VALENTIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/26/91	338.00
VALLANTIGHAM	POLICE OFFICER	FOURTEENTH DISTRICT	1/20/86	17.00
VALLEJO	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	1/17/91	500.00
VERA	POLICE OFFICER	RECRUIT TRAINING	11/02/86	36.00
VERDICO	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/04/91	2924.00
VETRANO	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/92	45.00
VISOR	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/02/91	2200.00
VITALE	POLICE OFFICER	SIXTH DISTRICT	1/26/92	494.25
VUJIC	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	2/04/92	394.00
WALLACE JR	POLICE OFFICER	TENTH DISTRICT	1/01/92	218.00
WALSH	POLICE OFFICER	THIRTEENTH DISTRICT	1/03/92	895.00
WALSH	POLICE OFFICER	UNKNOWN	9/16/91	7862.79
WALTEMATH-CHALUPA	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/24/92	1526.00
WARD	POLICE OFFICER	SEVENTH DISTRICT	5/30/91	80.00
WARD	POLICE OFFICER	EIGHTH DISTRICT	11/26/91	203.00
WARE	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/91	192.50
WASIN	POLICE OFFICER	SIXTH DISTRICT	1/01/92	122.50
WATKINS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/11/91	35.00
WATKINS	POLICE OFFICER	EIGHTH DISTRICT	8/17/91	3433.50
WEAVER	POLICE OFFICER	SECOND DISTRICT	8/26/91	370.00
WEIR	POLICE OFFICER	UNKNOWN	1/23/92	145.00
WELLS	POLICE OFFICER	FOURTH DISTRICT	5/04/91	120.00
WENDT	POLICE OFFICER	SEVENTH DISTRICT	7/04/91	100.00
	POLICE OFFICER	FOURTH DISTRICT	5/16/91	161.00
	POLICE OFFICER	SECOND DISTRICT	12/26/91	204.90
	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/07/92	436.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WESLEY	POLICE OFFICER	FIFTH DISTRICT	9/15/91	972.00
WEST	POLICE OFFICER	FIRST DISTRICT	12/09/91	115.00
WEST	POLICE OFFICER	NINETEENTH DISTRICT	12/27/91	245.00
WEST	POLICE OFFICER	NINETEENTH DISTRICT	12/20/91	389.25
WIGGINS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/30/91	166.00
WILKERSON	POLICE OFFICER	THIRD DISTRICT	11/02/91	449.00
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	10/01/90	11851.60
WILLIAMS	POLICE OFFICER	THIRD DISTRICT	12/30/89	125.00
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	6/05/91	1223.75
WILLIAMS	POLICE OFFICER	FIRST DISTRICT	8/12/91	356.50
WILLINGHAM	POLICE OFFICER	EIGHTH DISTRICT	2/19/91	40.00
WINSBERG	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/19/91	895.00
WITCZAK	POLICE OFFICER	DETECTIVE DIV AREA & ADMINIS	1/12/92	688.92
WOJTECKI	POLICE OFFICER	FOURTH DISTRICT	11/21/91	269.50
WRONKA	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/25/91	1533.85
YANCEY	POLICE OFFICER	FIFTH DISTRICT	10/10/91	150.00
YOKAS	POLICE OFFICER	SIXTH DISTRICT	10/04/91	385.00
ZAGLIFA	POLICE OFFICER	TWENTIETH DISTRICT	11/22/91	152.25
ZALATORIS	POLICE OFFICER	SECOND DISTRICT	7/24/90	650.00
ZBOREK	POLICE OFFICER	UNKNOWN	12/18/91	927.05
ZUZIARSKI	POLICE OFFICER	EIGHTH DISTRICT	5/10/91	413.00
ZITO	POLICE OFFICER	TENTH DISTRICT	8/06/91	135.00
ALEX	PARAMEDIC	NINETEENTH DISTRICT	4/20/86	110.00
ANDMAN	FIREFIGHTER	AMBULANCE 46	1/21/92	210.66
AVANTS	FIREFIGHTER	ENGINE COMPANY 46	1/24/92	2088.62
BAILEY	FIREFIGHTER	ENGINE COMPANY 1/42	2/05/92	1322.25
BALCAUSKI	FIREFIGHTER	TRUCK 5	5/29/91	65.00
BARRY	PARAMEDIC	ENGINE COMPANY 8	1/15/92	179.00
BASTLE	FIREFIGHTER	AMBULANCE 11	12/22/91	88.50
BELL	FIREFIGHTER	SQUAD 1	2/09/92	219.60
BEZAZIAN	FIREFIGHTER	TRUCK 51	5/08/75	131.00
BORCHEK	FIREFIGHTER	ENGINE COMPANY 78	1/09/92	40.00
BORKOWSKI	CAPTAIN	ENGINE COMPANY 110	1/10/82	806.00
BRACKIN	FIREFIGHTER	SQUAD 1	2/09/92	182.60
BRADINE	FIREFIGHTER	TRUCK 29	1/30/91	133.50
BRUNO	FIREFIGHTER	ENGINE COMPANY 35	1/24/92	373.90
CARBOL	FIREFIGHTER	ENGINE COMPANY 78	12/30/91	225.35
CARULAN	FIREFIGHTER	UNKNOWN	8/30/91	40.00
CATANZARO	FIREFIGHTER	ENGINE COMPANY 106	11/05/89	21.00
CHAPIN	FIREFIGHTER	UNKNOWN	2/11/92	114.50
CLIFF	LIEUTENANT	TRUCK 4	1/17/92	155.00
COLE	FIREFIGHTER	TRUCK 31	9/25/83	120.00
COLLINS	FIREFIGHTER	FIRE PREVENTION	1/27/92	300.00
CONTANT	FIREFIGHTER	TRUCK 35	2/03/91	139.00
COYNE	ENGINEER	UNKNOWN	11/26/91	97.00
CROWLEY	PARAMEDIC	UNKNOWN	7/24/91	65.00
CURTIS	FIREFIGHTER	UNKNOWN	1/31/92	315.00
DANAHY	LIEUTENANT	TRUCK 3	1/05/92	294.10
		ENGINE COMPANY 84	11/25/91	815.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DECAUSSIN	FIREFIGHTER	ENGINE COMPANY 23	1/11/92	522.00
DINEEN	LIEUTENANT	TRUCK 27	1/30/92	427.75
DORSCH	PARAMEDIC	AMBULANCE 16	10/17/90	794.00
DUNE	CAPTAIN	ENGINE COMPANY 117	11/03/91	15256.69
EARL	FIREFIGHTER	TRUCK 10	7/14/88	300.00
EGAN	FIREFIGHTER	TRUCK 18	1/01/92	75.00
FISCHL	CAPTAIN	TRUCK 40	6/27/90	6317.92
FLAHERTY	ENGINEER	TRUCK 9	2/18/92	178.50
FLISK	CAPTAIN	ENGINE COMPANY 60	12/21/91	190.10
FRICKS	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	11/29/91	58.00
GANSEL	PARAMEDIC	AMBULANCE 42	11/20/91	4398.00
GANT	FIREFIGHTER	ENGINE COMPANY 23	5/29/91	616.00
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	1932.40
GLATZ	FIREFIGHTER	ENGINE COMPANY 123	2/05/92	179.53
GODFNER	FIREFIGHTER	ENGINE COMPANY 61	11/22/91	1165.75
GONZALES	FIREFIGHTER	TRUCK 30	1/18/92	6311.26
GREER	FIREFIGHTER	TRUCK 5	5/29/91	688.50
GROSH	FIREFIGHTER	TRUCK 7	2/14/92	374.00
HARSE	LIEUTENANT	ENGINE COMPANY 101	10/26/91	1398.00
HARRINGTON	ENGINEER	EMS DISTRICT 4 HEADQUARTERS &	7/25/91	4444.00
HARTSELL	CAPTAIN	DISTRICT RELIEF 1	3/21/85	75.00
HEALY	FIREFIGHTER	SQUAD 5	1/05/91	70.00
HEENAN	FIREFIGHTER	ENGINE COMPANY 45	2/08/92	282.00
HEISER	FIREFIGHTER	TRUCK 14	3/01/90	960.00
HODGE	PARAMEDIC	AMBULANCE 38	11/10/91	182.00
HOFFMEISTER	CAPTAIN	ENGINE COMPANY 103	2/13/92	74.00
HOKER	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	282.83
HUGHES	FIREFIGHTER	TRUCK 34	2/05/92	240.20
HUBBARD	FIREFIGHTER	TRUCK 14	1/07/92	308.00
INFANTE	POLICE OFFICER	UNKNOWN	12/16/89	60.00
JASLOWSKI	FIREFIGHTER	TRUCK 48	1/14/92	349.00
JAUCH	FIREFIGHTER	SNORKEL SQUAD 3	9/17/90	11.15
JENNINGS	CAPTAIN	ENGINE COMPANY 112	1/01/92	159.75
JOHNSON	FIREFIGHTER	ENGINE COMPANY 7	1/29/92	974.00
KACZKA	ENGINEER	DISTRICT RELIEF 6	8/22/91	1554.00
KAMLER	PARAMEDIC	UNKNOWN	8/12/89	263.10
KELLER	ENGINEER	TRUCK 29	5/26/91	130.00
KENNEY-FEREZ	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/31/91	2509.00
KIERYS	FIREFIGHTER	TRUCK 29	2/07/92	825.00
KINAHAN	LIEUTENANT	UNKNOWN	11/25/91	2027.00
KING	PARAMEDIC	AMBULANCE 19	12/21/91	977.00
KNOTT	PARAMEDIC	UNKNOWN	12/02/91	1336.00
KONKATH	FIREFIGHTER	TRUCK 49	2/16/92	318.00
KRIZ	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	5/25/91	3117.00
KRUPA	FIREFIGHTER	TRUCK 32	12/11/91	75.00
LANDEEN	PARAMEDIC	UNKNOWN	12/30/91	185.10
LICHTER	FIREFIGHTER	AMBULANCE 20	1/28/91	1860.00
LYMAN	FIREFIGHTER	SQUAD 5	11/20/91	1072.10
MAHONEY	CAPTAIN	ENGINE COMPANY 98	1/06/92	1715.50

5/20/92

REPORTS OF COMMITTEES

16259

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MALITO	FIREFIGHTER	ENGINE COMPANY 38	1/14/92	198.50
MALLOY	FIREFIGHTER	ENGINE COMPANY 34	1/14/92	245.75
MCCABRIDGE	ENGINEER	ENGINE COMPANY 113	1/10/92	291.50
MCCULLING	LIEUTENANT	ENGINE COMPANY 32	11/25/90	438.00
MCCORMICK	FIREFIGHTER	ENGINE COMPANY 63	10/13/91	152.00
MCCORMICK	LIEUTENANT	ENGINE COMPANY 84	8/14/91	770.00
MCDERMOTT	FIREFIGHTER	TRUCK 28	7/29/91	60.00
MCGUIRE	FIREFIGHTER	ENGINE COMPANY 112	2/07/92	141.50
MCKAY	FIREFIGHTER	TRUCK 40	2/19/90	285.00
MCNEE	LIEUTENANT	SQUAD 1	11/03/90	455.00
MCLEOD	FIREFIGHTER	TRUCK 18	1/17/92	1293.50
MCVICKNER	CAPTAIN	UNKNOWN	1/09/92	209.00
MEDINA	PARAMEDIC	AMBULANCE 6	11/27/91	1140.00
MEE	LIEUTENANT	UNKNOWN	11/08/88	197.50
MILLER	PARAMEDIC	AMBULANCE 3	9/05/91	103.95
MILLER	FIREFIGHTER	UNKNOWN	2/15/92	956.00
MORRISON	FIREFIGHTER	TRUCK 40	1/14/92	611.50
MULLALLY	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	2/01/92	494.00
MURPHY	FIREFIGHTER	TRUCK 2	8/28/89	255.00
MURPHY	FIREFIGHTER	BATTALION 16	4/29/91	5745.98
NEGOSKI	ENGINEER	ENGINE COMPANY 28	8/18/91	98.00
NITAHARA	PARAMEDIC	TRUCK 41	10/24/91	1430.00
NORWOOD	FIREFIGHTER	ENGINE COMPANY 70	8/16/91	128.00
OBRIEN	PARAMEDIC	AMBULANCE 21	1/28/92	173.50
O'CONNELL	ENGINEER	ENGINE COMPANY 121	1/19/92	165.50
O'CONNELL	FIREFIGHTER	TRUCK 15	1/20/92	1369.00
ODRISCOLL	FIREFIGHTER	SQUAD 2	1/11/92	2494.50
OGRAHY	FIREFIGHTER	ENGINE COMPANY 20	9/13/91	159.50
OLEARY	PARAMEDIC	AMBULANCE 39	1/19/92	329.25
ORTEGA	FIREFIGHTER	TRUCK 35	1/06/92	189.00
OSTROWSKI	PARAMEDIC	AMBULANCE 18	12/05/91	821.60
PAGAN	FIREFIGHTER	ENGINE COMPANY 35	1/15/92	463.20
PARKER	FIREFIGHTER	TRUCK 20	1/02/92	220.00
PEREZ	FIREFIGHTER	ENGINE COMPANY 35	1/24/92	165.30
POWER	FIREFIGHTER	ENGINE COMPANY 76	12/10/90	388.00
POWER	FIREFIGHTER	ENGINE COMPANY 76	2/10/92	32.00
POZNIAK	FIREFIGHTER	UNKNOWN	12/22/91	497.00
FRATT	FIREFIGHTER	ENGINE COMPANY 57	2/10/91	200.00
PRESNY	FIREFIGHTER	TRUCK 47	2/06/92	119.00
PRO-PROTOLIFAC	FIREFIGHTER	ENGINE COMPANY 101	2/14/92	186.00
PRYSOK	ENGINEER	ENGINE COMPANY 77	12/20/91	246.00
RAIFORD	FIREFIGHTER	ENGINE COMPANY 16	1/01/92	293.00
RANDS	FIREFIGHTER	TRUCK 27	1/30/92	960.50
REILLY	FIREFIGHTER	ENGINE COMPANY 103	12/20/91	110.00
RICHARDS	FIREFIGHTER	TRUCK 13	8/08/91	345.00
RICHARDSON	FIREFIGHTER	ENGINE COMPANY 19	11/12/91	295.00
RIGGLE	FIREFIGHTER	ENGINE COMPANY 79	6/19/91	50.00
ROSA	PARAMEDIC	AMBULANCE 47	3/20/91	17.00
RUCTNSKI	LIEUTENANT	ENGINE COMPANY 56	12/08/90	371.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RYAN	ENGINEER	DISTRICT RELIEF 2	12/09/91	586.00
SANDERS	FIREFIGHTER	TRUCK 48	2/16/92	149.00
SANDRIK	FIREFIGHTER	TRUCK 20	7/17/91	11.00
SCHMIDT	PARAMEDIC	UNKNOWN	11/25/91	863.75
SEAY	FIREFIGHTER	ENGINE COMPANY 72	10/07/91	2325.70
SEMERAU	PARAMEDIC	AMBULANCE 11	1/04/92	252.75
SHERI	FIREFIGHTER	TRUCK 60	10/11/91	229.00
MICHAEL	FIREFIGHTER	ENGINE COMPANY 120	12/07/91	1248.00
DAVID	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	6825.55
JESSIE F	PARAMEDIC	UNKNOWN	12/02/91	75.00
JANN	FIREFIGHTER	ENGINE COMPANY 59	2/25/92	769.20
MICHAEL J	FIREFIGHTER	AMBULANCE 9	7/23/91	2767.00
THOMAS	PARAMEDIC	AMBULANCE 38	11/19/89	35.00
DIANE	FIREFIGHTER	ENGINE COMPANY 122	8/07/91	320.00
THOMAS	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	12/03/91	170.00
THOMAS	FIREFIGHTER	TRUCK 39	1/30/92	364.43
LINDA	FIREFIGHTER	ENGINE COMPANY 75	4/12/91	1586.00
JEFFERY	FIREFIGHTER	SNOOKEL SQUAD 3	1/05/91	6145.00
JIMMIE	FIREFIGHTER	ENGINE COMPANY 76	12/10/90	388.00
MICHAEL	CAPTAIN	EMS DISTRICT 4 HEADQUARTERS &	12/22/91	127.50
EDWARD	PARAMEDIC	ENGINE COMPANY 65	2/04/91	110.00
RICHARD	FIREFIGHTER	TRUCK 17	1/06/92	232.00
SNIGAN	FIREFIGHTER	UNKNOWN	12/03/91	57.00
MICHAEL	FIREFIGHTER	UNKNOWN	2/04/92	297.52
THOMAS	FIREFIGHTER	EMS DISTRICT 6 HEADQUARTERS & R	1/07/92	199.00
THOMAS	PARAMEDIC	TRUCK 53	2/09/92	243.25
TIMOTHY	FIREFIGHTER	AMBULANCE 14	1/28/89	35.00
JAMES	FIREFIGHTER	ENGINE COMPANY 30	9/30/91	1778.00
JODI	PARAMEDIC	DISTRICT RELIEF 1	12/10/90	428.00
JEROME	LIEUTENANT	ENGINE COMPANY 19	1/28/92	524.50
BRIAN	FIREFIGHTER	TRUCK 44	12/31/90	285.80
LEROY	FIREFIGHTER	UNKNOWN	12/23/89	112.00
DIXON	PARAMEDIC	AMBULANCE 31	9/22/90	3204.00
KENNETH	FIREFIGHTER	TRUCK 7	2/10/92	611.20
DAVID A	PARAMEDIC	UNKNOWN	11/08/91	56.00
REGINALD	PARAMEDIC	AMBULANCE 46	12/13/91	2514.00
CHRISTOPHER	PARAMEDIC	TRUCK 14	8/18/91	1443.75
ROBERT	LIEUTENANT	ENGINE COMPANY 104	1/07/92	6871.68
BENARD W	ENGINEER	AMBULANCE 20	8/20/87	153.81
RONALD	PARAMEDIC	TRUCK 41	1/18/82	150.00
JOEL	FIREFIGHTER	ENGINE COMPANY 23	11/20/89	705.88
EDWARD				
DAVID				

5/20/92

REPORTS OF COMMITTEES

16261

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALDRICH	POLICE OFFICER	TWENTIETH DISTRICT	1/18/92	1030.50
ALESSIA	POLICE OFFICER	FOURTH DISTRICT	11/29/91	75.00
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/92	813.00
ALLEN-THOMPSON	POLICE OFFICER	TWELFTH DISTRICT	11/05/91	2750.92
ANDREWS	POLICE OFFICER	SIXTH DISTRICT	7/30/91	105.00
ANGELO	POLICE OFFICER	SIXTEENTH DISTRICT	10/07/91	35.00
ATILES	POLICE OFFICER	NINETEENTH DISTRICT	1/16/92	702.00
AUGLE JR	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	5/15/91	310.00
AUGUSTINE	POLICE OFFICER	EIGHTH DISTRICT	5/05/91	80.00
BALL	POLICE OFFICER	FIFTEENTH DISTRICT	12/26/91	734.75
BARRETT	POLICE OFFICER	FOURTH DISTRICT	9/12/91	1163.20
BIRNINGHAM	POLICE OFFICER	TWELFTH DISTRICT	1/25/92	579.00
BOCANEGRA	POLICE OFFICER	TENTH DISTRICT	12/15/91	32.00
BOSAK	POLICE OFFICER	FOURTH DISTRICT	9/12/91	1538.00
BOYKIN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/04/91	115.00
BROOKS	POLICE OFFICER	ENFORCEMENT SECTION	9/06/91	16.50
BROWN	POLICE OFFICER	SECOND DISTRICT	12/22/91	478.00
BYRD	POLICE OFFICER	NINTH DISTRICT	1/27/92	1589.00
CAGE	POLICE OFFICER	TENTH DISTRICT	2/02/86	42.00
CALDBECK	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/91	296.00
CAMBRIC	POLICE OFFICER	UNKNOWN	12/26/91	839.00
CARRILLO	POLICE OFFICER	FOURTH DISTRICT	12/11/91	937.00
CARTER	POLICE OFFICER	SIXTH DISTRICT	5/06/88	11782.00
CAVER	POLICE OFFICER	SIXTH DISTRICT	1/10/92	930.52
CIAGLIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/17/91	1014.00
CLARK	POLICE OFFICER	SIXTEENTH DISTRICT	1/07/92	505.25
CONSTANTINO	POLICE OFFICER	FIRST DISTRICT	12/22/89	50.00
COONEY	POLICE OFFICER	UNKNOWN	12/17/91	593.00
CRAIG	POLICE OFFICER	TWENTIETH DISTRICT	1/22/92	613.01
DANIELS	POLICE OFFICER	SIXTEENTH DISTRICT	1/29/92	94.00
DAVIS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/14/89	40.00
DELLA	POLICE OFFICER	EIGHTH DISTRICT	12/27/91	387.75
DOTSON	POLICE OFFICER	TWELFTH DISTRICT	7/22/90	150.00
DOTY	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/08/91	13126.26
DOYLE	POLICE OFFICER	FIFTEENTH DISTRICT	10/18/91	1598.50
DYKSTRA	POLICE OFFICER	FOURTH DISTRICT	12/11/91	162.50
EGAN	POLICE OFFICER	FOURTEENTH DISTRICT	1/06/92	1403.40
ELMER	POLICE OFFICER	FOURTEENTH DISTRICT	12/14/91	326.00
FISSINGER	POLICE OFFICER	SEVENTH DISTRICT	8/02/91	90.00
FRANCO	POLICE OFFICER	TENTH DISTRICT	3/25/91	1235.00
GAJZINSKI	POLICE OFFICER	EIGHTH DISTRICT	1/06/92	415.00
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/19/91	80.00
GARRITANO	POLICE OFFICER	TWENTIETH DISTRICT	12/20/91	641.11
GAYTON	POLICE OFFICER	FOURTH DISTRICT	12/15/91	342.74
GLYNN	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	12/06/91	1140.20
GOGLIOTTI	POLICE OFFICER	SEVENTEENTH DISTRICT	9/06/91	35.00
GOMEZ	POLICE OFFICER	ELEVENTH DISTRICT	8/06/91	307.00
GREEN	POLICE OFFICER	TWENTIETH DISTRICT	9/04/91	150.00
GRUELLER	POLICE OFFICER	UNKNOWN	11/29/90	190.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GROTH	POLICE OFFICER	DETECTIVE DIV AREA & ADMINISTRATION	5/18/90	140.00
GUZMAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	12/22/91	728.00
HAIR	POLICE OFFICER	FIFTH DISTRICT	10/09/91	260.00
HANLEY	POLICE OFFICER	SEVENTH DISTRICT	1/30/92	1738.00
HARRIS	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECTION	9/19/91	9141.65
HAWTHORNE	POLICE OFFICER	CHARGE LAW ENFORCEMENT	1/21/92	3983.68
HENEGHAN	POLICE OFFICER	EIGHTH DISTRICT	12/22/90	150.00
HOFFMANN	POLICE OFFICER	TWELFTH DISTRICT	1/25/92	626.00
JACKSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/27/91	479.00
JENKINS	POLICE OFFICER	SIXTH DISTRICT	1/14/92	435.00
JOHNSON	POLICE OFFICER	FIFTEENTH DISTRICT	12/26/91	358.00
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	1/30/92	812.26
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	8/04/90	55.00
JOHNSON	POLICE OFFICER	SIXTEENTH DISTRICT	3/09/91	35.00
JOHNSON	POLICE OFFICER	SEVENTH DISTRICT	7/13/91	75.00
KARPIEL	POLICE OFFICER	RECRUIT TRAINING	9/29/91	63.00
KOENIGSHOFER	POLICE OFFICER	NINTH DISTRICT	9/03/91	75.00
KONN	POLICE OFFICER	EIGHTH DISTRICT	11/09/91	155.00
KURTOVICH	POLICE OFFICER	THIRD DISTRICT	5/29/77	60.00
LEBAK	POLICE OFFICER	NINTH DISTRICT	12/15/91	581.00
LINDSAY	POLICE OFFICER	EIGHTH DISTRICT	5/20/91	596.00
LINN	POLICE OFFICER	THIRTY-FIRST DISTRICT	8/14/91	348.40
LUTVINGSEN	POLICE OFFICER	TWENTIETH DISTRICT	11/02/91	812.00
MAGLAYA-GARCIA	POLICE OFFICER	CHARGE LAW ENFORCEMENT	12/31/90	80.00
MANN	POLICE OFFICER	SIXTEENTH DISTRICT	12/02/91	208.15
MARKHAM	POLICE OFFICER	TWENTIETH DISTRICT	12/25/91	2694.22
MCCAFFERY	POLICE OFFICER	FOURTH DISTRICT	7/17/90	70.00
MCKEE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/13/91	1143.00
MELCHIORI	POLICE OFFICER	TWELFTH DISTRICT	12/16/91	922.75
MIGLIERI	POLICE OFFICER	TWENTIETH DISTRICT	1/14/92	1360.00
MOKSTAD	POLICE OFFICER	SEVENTH DISTRICT	1/22/92	6125.32
MOORE	POLICE OFFICER	CHARGE LAW ENFORCEMENT	4/15/91	150.00
MULLINS	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/29/91	35.00
MURPHY	POLICE OFFICER	ELEVENTH DISTRICT	9/07/88	140.00
NAWROCKI	POLICE OFFICER	NINTH DISTRICT	12/13/91	70.00
NEAL	POLICE OFFICER	EIGHTH DISTRICT	1/25/92	688.00
NIERMAN	POLICE OFFICER	FIFTH DISTRICT	10/30/91	31.00
NUNEZ	POLICE OFFICER	TWENTIETH DISTRICT	1/20/91	95.00
OBERTS	POLICE OFFICER	FOURTEENTH DISTRICT	12/21/91	2223.00
O'CONNELL	POLICE OFFICER	FOURTEENTH DISTRICT	12/27/91	885.00
ODONNELL	POLICE OFFICER	EIGHTH DISTRICT	12/04/90	225.00
OMALLEY-NOLAN	POLICE OFFICER	SIXTH DISTRICT	10/05/91	65.00
PAGAN	POLICE OFFICER	SIXTEENTH DISTRICT	1/16/92	495.75
PALMER	POLICE OFFICER	SEVENTH DISTRICT	12/17/91	828.07
PANICO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/06/91	541.50
PEREZ	POLICE OFFICER	THIRTEENTH DISTRICT	9/25/89	85.00
RAYMOND	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/17/91	5606.78
	POLICE OFFICER	TWELFTH DISTRICT	12/19/91	1693.25
	POLICE OFFICER	SIXTH DISTRICT	1/14/92	185.00

5/20/92

REPORTS OF COMMITTEES

16263

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/20/92

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RECHTIEN	POLICE OFFICER	FOURTEENTH DISTRICT	12/23/91	196.00
RIGNER	POLICE OFFICER	SEVENTH DISTRICT	7/10/91	224.00
RIEGER	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/04/91	2030.00
RIGA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/17/91	65.00
RIGDAN	POLICE OFFICER	~~CHARGE-LAW ENFORCEMENT~~	1/17/92	406.80
RIZZI JR	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/04/91	190.00
RIZZI JR	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/05/91	40.00
ROBINSON	POLICE OFFICER	TWELFTH DISTRICT	7/15/91	288.00
ROBINSON	POLICE OFFICER	TWENTIETH DISTRICT	12/25/91	2834.48
ROMANOWSKI	POLICE OFFICER	NINTH DISTRICT	1/27/92	180.00
ROSENBUSCH	POLICE OFFICER	TWENTIETH DISTRICT	10/06/91	100.00
ROMAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/22/92	1759.50
RUEHLE	POLICE OFFICER	NINTH DISTRICT	1/25/92	603.00
SALABURA	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	1/08/92	1127.00
SANCHEZ	POLICE OFFICER	TWELFTH DISTRICT	1/31/89	379.00
SANGIRARDI	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	1/14/92	335.00
SCHULTZ	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/04/91	125.00
SHACKELFORD	POLICE OFFICER	CENTRAL DETENTION SECTION	11/27/90	75.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	4/07/91	105.00
SOWINSKI	POLICE OFFICER	TWELFTH DISTRICT	6/24/89	226.00
STANCZYK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/29/91	377.00
STASINOFOLIOUS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/18/90	595.00
STAUDOHAR	POLICE OFFICER	FOURTH DISTRICT	12/10/91	757.00
SWAIN	POLICE OFFICER	THIRD DISTRICT	11/11/91	100.00
TIEDJE	POLICE OFFICER	SEVENTEENTH DISTRICT	6/17/91	285.00
TROCHE	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90	134.00
VICK	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/03/91	290.00
VLECK	POLICE OFFICER	SIXTH DISTRICT	2/18/89	1000.00
WAGNER	POLICE OFFICER	EIGHTH DISTRICT	12/04/90	7313.50
WALCZAK	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/91	2327.00
WASHINGTON	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/17/91	7614.70
WJAS-BREZINSKI	POLICE OFFICER	TWENTIETH DISTRICT	8/28/91	68.00
WILLIAMS BLACKWELL	POLICE OFFICER	SIXTEENTH DISTRICT	10/24/91	70.00
WOJCIK	POLICE OFFICER	SECOND DISTRICT	9/28/91	235.00
WOLFE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/10/91	18703.32
GUZICK	ENGINEER	SIXTEENTH DISTRICT	10/24/91	35.00
KIRKLEY	PARAMEDIC	ENGINE COMPANY 49	2/15/91	17195.00
KURNYO	FIREFIGHTER	UNKNOWN	1/16/92	310.50
MARSHALL	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	129.80
MCLARY	PARAMEDIC	FIRE PREVENTION	1/31/92	137.00
MUK	LIEUTENANT	AMBULANCE 11	7/18/88	159.90
RENFROE	FIREFIGHTER	ENGINE COMPANY 95	11/25/91	220.10
TOURE	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	90.00
		ENGINE COMPANY 19	9/17/91	421.00

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John M. Behm 5815 North Sheridan Road Apartment 812 Chicago, Illinois 60660	7/28/91 During towing	\$ 450.00
Russell Chicoine 4101 West 59th Street Chicago, Illinois 60629	5/16/91 4101 West 59th Street	527.00
Mary Ann Brown 11300 South Avenue J Chicago, Illinois 60617	9/18/91 3717 East 106th Street	1,000.00
Mitchell Gasik 10 South 374 Hampshire Lane East Hinsdale, Illinois 60521	7/19/89 During towing	650.00
Proctor & Gardner Advertising, Inc. 111 East Wacker Drive Suite 321 Chicago, Illinois 60601	9/17/90 During towing	375.00
Milwaukee Ins. Co. and Jennifer Schmidt Cl. MPE90016049 P. O. Box 9160 Peoria, Illinois 61612-9160	12/23/89 1600 West Catalpa Avenue	801.25

Name And Address	Date And Location	Amount
American Mfg. Mutual and Bob Konow Cl. 560AE032951N560 P. O. Box AL Mt. Prospect, Illinois 60056-9027	5/17/90 1201 West Madison Street	\$ 444.52
Hector Exclusa 1352 North Western Avenue Chicago, Illinois 60622	1/15/91 During towing	400.00
Connie Tinner c/o Gerald Reed 148 East 119th Street Chicago, Illinois 60628	9/7/90 During towing	150.00
Anthony D. Pignataro 2235 Grove Avenue Berwyn, Illinois 60402	4/20/91 During towing	90.62
Allstate Ins. and Frank W. Goorsky, Jr. Cl. 1010888509BBF P. O. Box 1089 Morton Grove, Illinois 60053	4/28/91 East Ohio Street and North Michigan Avenue	611.45
David Litchman 1323 West Diversey Parkway Suite 394 Chicago, Illinois 60614	5/16/91 During towing	600.00
Bernard J. Metoyer 315 East 132nd Street Chicago, Illinois 60627	6/26/91 During towing	1,000.00
David G. Gross 2757 North Seminary Avenue Chicago, Illinois 60614	6/11/91 During towing	600.00
Eddie Norwood, Jr. 209 Edinburgh Court Bolingbrook, Illinois 60040	8/18/90 During towing	900.00
Carl Ostrowski 13729 South Brainard Avenue Apartment 4 Chicago, Illinois 60633	9/13/91 During towing	3,650.00

Damage To Property.

*Department Of Streets And Sanitation:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert Deobler c/o Frank J. Mackey 35 East Wacker Drive Chicago, Illinois 60601	12/9/90 1414 West Irving Park Road	\$1,000.00
Marilyn J. Husby 2817 North Mobile Avenue Chicago, Illinois 60634	2/1/91 2817 North Mobile Avenue	300.00
Schinagl Auto Parts, Inc. 2439 West North Avenue Chicago, Illinois 60647	9/1/91 2439 West North Avenue	300.00

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Michael Prenevost 88 West Schiller Street Apartment 403 Chicago, Illinois 60610-2026	11/12/90 North Halsted Street and West Roscoe Street	\$ 150.00
Julie E. Husband 86 Stone Ridge Drive Rochester, New York 14615	1/18/91 South Dorchester Avenue and East Hyde Park Boulevard	47.00

Name And Address	Date And Location	Amount
Mark L. Johnson 4127 North Ozark Avenue Chicago, Illinois 60634	12/25/90 6815 West Irving Park Road	\$ 50.00
U.S.A.A. and William C. Cl. 1138553 27W031 North Avenue West Chicago, Illinois 60185	11/8/90 North Orleans Street and West Division Street	1,069.00
John McGowan 2516 West Farwell Avenue Chicago, Illinois 60645	1/27/91 5645 North Ravenswood Avenue	35.00
Cynthia Moltz 1824 North Mohawk Street 2nd Floor Chicago, Illinois 60614-5214	1/24/91 North Halsted Street and West Hubbard Street	100.00
Pete Lipa 6317 South Kildare Avenue Chicago, Illinois 60629	3/13/91 5300 South Ashland Avenue	125.00
State Farm Insurance and Kim Taylor Cl. 13-5336-780 4220 West 95th Street Oak Lawn, Illinois 60453-2893	4/16/91 9035 South Colfax Avenue	450.00
Janet R. Aminoff 444 St. James Place Apartment 601 Chicago, Illinois 60614	4/24/91 531 North Halsted Street	50.00
Karen K. Young 155 North Harbor Drive Apartment 3009 Chicago, Illinois 60601	9/20/91 West Barry Avenue and North Halsted Street	47.00

Damage To Vehicle.

*Department Of Streets And Sanitation, Bureau Of Electricity:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Toma Abdulmasih 6507 North Rockwell Street Chicago, Illinois 60645	5/31/91 North Sheridan Road and West Ardmore Avenue	\$ 500.00

Damage To Vehicles.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Fredrick Branch 5716 South Bishop Street Chicago, Illinois 60620	8/30/90 Police auto pound	\$ 750.00
Cindy Baumann R.R. 2 -- Box 110 Highland, Illinois 62249	12/30/89 939 West Ainslie Street	1,500.00
Frances Prindiville 823 West Oakdale Avenue Chicago, Illinois 60657	12/22/90 West Diversey Parkway and North Racine Avenue	850.00
State Farm Insurance and Wallace Maxwell Cl. 135283879 4220 West 95th Street Oak Lawn, Illinois 60453-6603	8/14/90 95th Street and South Beverly Avenue	426.25

Name And Address	Date And Location	Amount
American Ambassador Casualty and Maxine and Benjamin Smith Cl. 1055583 1501 East Woodfield Road Suite 300E Schaumburg, Illinois 60173	1/20/91 4250 West Madison Street	\$ 848.87
Onie Manning 134 Beaconridge Bolingbrook, Illinois 60440	1/25/91 80th Street and South Wentworth Avenue	1,250.00

Damage To Property.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The Peoples Gas Light & Coke Co. File 91-0-75 122 South Michigan Avenue Room 311 Chicago, Illinois 60603	6/29/90 10521 South Longwood Drive	\$ 503.57
John W. Tochtermann 4554 West Parker Avenue Chicago, Illinois 60639	8/11/90 4554 West Parker Avenue	1,100.00

Damage To Vehicles.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Patricia A. Kardasz 2037 North Leavitt Street Chicago, Illinois 60647	7/20/91 North Leavitt Street and West Cortland Street	\$500.00
Marvin Hawkins 1841 East 93rd Street Chicago, Illinois 60617	5/12/91 11706 South Halsted Street	400.00

Various License Refunds.

*Department Of Revenue:
Account Number 100-99-2005-0934-0934.*

Name And Address	License Number	Amount
Paul A. Deznan 3721 West Giddings Street Chicago, Illinois 60625	P179345	\$50.00
Steven J. Fary 5600 West Archer Avenue Chicago, Illinois 60638	15837	25.00
Nick Koutsiouris 6330 South Pulaski Road Chicago, Illinois 60629	56868	34.00

Name And Address	License Number	Amount
Janice K. King 8201 South Saginaw Avenue Chicago, Illinois 60617	P050251	\$50.00
Eugene D'Onofrio 2856 North Mont Clare Avenue Chicago, Illinois 60634	P246409	35.00
Harvey Helms 7843 South Marshfield Avenue Chicago, Illinois 60620	P327204	20.00
Mary L. Bartholomaus 5855 North Sheridan Road Unit 9F Chicago, Illinois 60660	P1040198	60.00
Leoncio Doruelo, Jr. 5913 Springer Avenue Downers Grove, Illinois 60516	20894	70.00
Wanda Singh 2733 North Melvina Avenue Chicago, Illinois 60639	P764994	50.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the Claimant; on account of underground leaks.

Name And Address	Date And Location	Amount
Max Jasso 8701 South Houston Avenue Chicago, Illinois 60617	4/29/87 to 12/24/87 8701 South Houston Avenue	\$400.00
Robert Andablo 8174 South Saginaw Avenue Chicago, Illinois 60617	8/29/89 to 5/7/90 8714 South Saginaw Avenue	400.00
Shirley Caper 4234 West Thomas Street Chicago, Illinois 60651	11/1/90 to 7/6/90 4250 West Haddon Avenue	400.00

Name And Address	Date And Location	Amount
James Martin P.O. Box 3733 Chicago, Illinois 60654-0733	10/17/89 to 8/9/91 1117 North Waller Avenue	\$400.00
Shirley Jean Coulter 4316 West Monroe Street Chicago, Illinois 60624	5/26/88 to 3/19/91 4316 West Monroe Street	288.08

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of one hundred ninety-one (191) condominium refuse rebate claims against the City, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 16275
through 16294 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

(Continued on page 16295)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/B A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED UNITS AMOUNT	PAID AMOUNT
92-1-0331	09-36-425-050	CASSIEL CONDOMINIUM ASSOC 6534 NORTHWEST HIGHWAY CHICAGO, IL 60631	STELLA RUSSELL C/O STELLA RUSSELL CHICAGO, IL 60631	A-SEMI-ANNUAL 11 30 1,876.95 THRU 01/01 (41) THRU 06/30 ***** SPONSOR ***** BRIAN G. DOHERTY	1,125.00 91 *****
92-1-0332	11-32-120-035	DOVER MANOR CONDOMINIUM ASSOC. 1509 W. FARWELL CHICAGO, IL 60626	ELEANOR MARTIN 1509 W. FARWELL CHICAGO, IL 60626	A-SEMI-ANNUAL 6 11 570.00 THRU 01/01 (49) THRU 06/30 ***** SPONSOR ***** JOE MOORE	412.50 91 *****
92-1-0333	12-11-111-034	8427-31 W. BRYN MAWR CONDO. 8427-31 W. BRYN MAWR CHICAGO, IL 60631	ROBERT NOLAN C/O MR. ROBERT E. NOLAN 8431 WEST BRYN MAWR CHICAGO, IL 60631	A-SEMI-ANNUAL 7 12 1,176.14 THRU 01/01 (41) THRU 06/30 ***** SPONSOR ***** BRIAN G. DOHERTY	450.00 91 *****
92-1-0334	12-11-112-027	5237 N. EAST RIVER ROAD CONDO. ASSOC. 5237 N. EAST RIVER ROAD CHICAGO, IL 60656	TERRY DUFFY C/O TERRY DUFFY 5237 N. EAST RIVER ROAD CHICAGO, IL 60656	A-SEMI-ANNUAL 5 9 560.82 THRU 01/01 (41) THRU 06/30 ***** SPONSOR ***** BRIAN G. DOHERTY	337.50 91 *****
92-1-0335	13-15-411-028	JANIS COURTS ASSOCIATION 4229-4233 N KEDVALE CHICAGO, IL 60641	WALTER ROZE 4229-4233 N KEDVALE CHICAGO, IL 60641	A-SEMI-ANNUAL 12 18 996.00 THRU 01/01 (45) THRU 06/30 ***** SPONSOR ***** PATRICK J. LEVAR	675.00 91 *****
92-1-0336	13-19-404-088	ADDISON HERITAGE CONDO. ASSN. 6537 W. ADDISON ST. CHICAGO, IL 60634	BEVERLY GRABOWY 6537 W. ADDISON ST. CHICAGO, IL 60634	A-SEMI-ANNUAL 11 9 542.50 THRU 01/01 (38) THRU 06/30 ***** SPONSOR ***** THOMAS W. CULLERTON	337.50 91 *****
92-1-0337	14-08-203-017	PARK TOWER CONDO. ASSOCIATION 5415 N. SHERIDAN ROAD CHICAGO, IL 60640	DORREEN KLEKAMP 5415 N. SHERIDAN ROAD CHICAGO, IL 60640	A-SEMI-ANNUAL 14 728 16,557.00 THRU 01/01 (48) THRU 06/30 ***** SPONSOR ***** MARY ANN SMITH	16,557.00 91 *****
92-1-0338	14-08-415-038	4826 NORTH KENMORE CONDO. ASSN. 4826 N. KENMORE CHICAGO, IL 60640	JOY LEWIS 4826 N. KENMORE CHICAGO, IL 60640	A-SEMI-ANNUAL 12 6 570.00 THRU 01/01 (48) THRU 06/30 ***** SPONSOR ***** MARY ANN SMITH	225.00 91 *****
92-1-0339	14-21-101-034	3950 NORTH LAKE SHORE DRIVE CONDOMINIUM 3950 N. LAKE SHORE DRIVE CHICAGO, IL 60613	HARRY LASKI C/O HARRY LASKI 3950 N. LAKE SHORE DRIVE CHICAGO, IL 60613	A-SEMI-ANNUAL 8 658 13,582.30 THRU 01/01 (46) THRU 06/30 ***** SPONSOR ***** HELEN SHILLER	13,582.30 91 *****
92-1-0340	14-25-403-219	THORNDALE BEACH NORTH CONDO 5901 SHERIDAN ROAD CHICAGO, IL 60660	ANNE VOFAT C/O ANNE VOFAT 5901 N. SHERIDAN ROAD CHICAGO, IL 60660	A-SEMI-ANNUAL 11 151 3,198.00 THRU 01/01 (48) THRU 06/30 ***** SPONSOR ***** MARY ANN SMITH	3,198.00 91 *****

C I T Y O F C H I C A G O
 COMMITTEE ON CLAIMS AND LIABILITY
 VOUCHER REGISTER-----EDIT
 MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	PIN	DESCRIPTION	PAYEE	REB. REQUESTED # UNITS	AMOUNT	PAID AMOUNT
92-1-0341	17-03-106-030	1320 ASTOR CONDO ASSC. 1320 ASTOR STREET CHICAGO, IL 60610	DR. ALLAN SHOELSON ASSC. 1320 ASTOR STREET CHICAGO, IL 60610	A-SEMI-ANNUAL 1 5 01/01 THRU 06/30	418.00 (42)	187.50 91
92-1-0342	17-03-208-002	THE DRAKE TOWER APTS., INC. 179 E. LAKE SHORE DRIVE CHICAGO, IL 60611	WALLIS WEINER C/O LATHAMUS AND COMPANY 15 E. SUPERIOR ST. CHICAGO, IL 60611	A-SEMI-ANNUAL 13 68 01/01 THRU 06/30	3,535.00 (42)	2,550.00 91
92-1-0343	17-04-424-051	NEWBERRY PLAZA CONDO. ASSOC. 1030 N. STATE STREET CHICAGO, IL 60610	TERRY BALDRIDGE 1030 N. STATE STREET CHICAGO, IL 60610	A-SEMI-ANNUAL 12 624 01/01 THRU 06/30	14,417.00 (42)	14,417.00 91
92-1-0344	17-09-306-011	FULTON HOUSE CONDOMINIUM ASSOCIATION 345 N. CANAL STREET CHICAGO, IL 60606	DANIEL O'KEEFE ASSOCIATION 345 N. CANAL STREET CHICAGO, IL 60606	A-SEMI-ANNUAL 3 104 01/01 THRU 06/30	5,996.10 (27)	3,900.00 91
92-1-0345	20-36-415-070	PARK WEST CONDO ASSC. BLDG. 8514 8514 W. CATHERINE CHICAGO, IL 60656	BARAH BUSLIK BLDG. 8514 8514 W. CATHERINE CHICAGO, IL 60656	A-SEMI-ANNUAL 1 6 01/01 THRU 06/30	347.46 (41)	225.00 91
92-2-0042	12-11-121-033	BIRCHTREE MANOR CONDOMINIUM ASSOCIATION 8533-43 W. RASCHER CHICAGO, IL 60656	KATHERIN ECCLES ASSOCIATION 8533-43 W. RASCHER CHICAGO, IL 60656	B-SEMI-ANNUAL 9 18 07/01 THRU 12/31	682.00 (41)	675.00 89
92-2-0043	09-36-108-058	EDISON VILLA CONDO ASSOC. 6863-45 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	MILDRED SELONKE 6863-45 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 13 9 07/01 THRU 12/31	583.80 (41)	337.50 91
92-2-0044	09-36-425-053	LEXINGTON HOUSE CONDO 6460-62 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	ERMINIA ROMANO 6460-62 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 14 11 07/01 THRU 12/31	671.82 (41)	412.50 91
92-2-0045	09-36-425-054	NORTHWEST POINT CONDO ASSOC. 6458 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	A. HOUVOURAS C/O A. HOUVOURAS 6458 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 13 10 07/01 THRU 12/31	623.52 (41)	375.00 91
92-2-0046	10-31-208-042	CALDWELL WOODS CONDO ASSOC. 7131 N. CALDWELL AVENUE CHICAGO, IL 60646	RICHARD HALICK 7131 N. CALDWELL AVENUE CHICAGO, IL 60646	B-SEMI-ANNUAL 13 9 07/01 THRU 12/31	780.60 (41)	337.50 91

5/20/92

REPORTS OF COMMITTEES

16277

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER---EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	PIN	DESCRIPTION	FAYEE	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
92-2-0047	10-36-120-003	WINSTON TOWERS II ASSOCIATION 6833 N. KEDZIE AVENUE CHICAGO, IL 60645	KATHARINA AMAN 6833 N. KEDZIE AVENUE CHICAGO, IL 60645	B-SEMI-ANNUAL 13 218 4,471.00 THRU 07/01 (50) ***** SPONSOR ***** THRU 12/31 BERNARD L. STONE	4,471.00 ***** *****
92-2-0048	10-36-206-012	PARK BARLES APT HOMES INC. 2438 W. ESTES CHICAGO, IL 60645	ROBERT NIKCHEVICH LONG KOGEN INC. 7070 N. WESTERN AVENUE CHICAGO, IL 60645	B-SEMI-ANNUAL 14 72 2,160.00 THRU 07/01 (50) ***** SPONSOR ***** THRU 12/31 BERNARD L. STONE	2,160.00 ***** *****
92-2-0049	11-31-121-025	IVY COURTE CONDOMINIUM ASSOC. 2325-35 FARWELL AVENUE CHICAGO, IL 60645	ROBERT NIKCHEVICH C/O LONG-KOGEN INC. 7070 N. WESTERN AVENUE CHICAGO, IL 60645	B-SEMI-ANNUAL 13 36 798.00 THRU 07/01 (50) ***** SPONSOR ***** THRU 12/31 BERNARD L. STONE	798.00 ***** *****
92-2-0050	11-31-202-030	LIFESTYLE 2 CONDOMINIUM 1716 W. ESTES AVENUE CHICAGO, IL 60626	PHILLIP DAVIS 1716 W. ESTES AVENUE CHICAGO, IL 60626	B-SEMI-ANNUAL 15 6 906.00 THRU 07/01 (49) ***** SPONSOR ***** THRU 12/31 JOE MOORE	225.00 ***** *****
92-2-0051	11-31-303-025	FRATT SHORE CONDO ASSOCIATION 1415 W. FRATT BLVD. CHICAGO, IL 60626	HAROLD FINKELSTEIN 1415 W. FRATT BLVD. CHICAGO, IL 60626	B-SEMI-ANNUAL 14 28 780.00 THRU 07/01 (49) ***** SPONSOR ***** THRU 12/31 JOE MOORE	780.00 ***** *****
92-2-0052	12-11-115-021	PARK VIEW CONDO WEST INC. 5219 N. POTOMATONIE CHICAGO, IL 60656	EDITH WITTMACK C/O EDITH WITTMACK 5219 N. POTOMATONIE CHICAGO, IL 60656	B-SEMI-ANNUAL 12 30 1,339.00 THRU 07/01 (18) ***** SPONSOR ***** THRU 12/31 THOMAS W. MURPHY	1,125.00 ***** *****
92-2-0053	12-11-121-033	BIRCHTREE MANOR CONDOMINIUM ASSOCIATION 8533-43 W. RASCHER CHICAGO, IL 60656	KATHERIN ECCLES ASSOCIATION 8533-43 W. RASCHER CHICAGO, IL 60656	B-SEMI-ANNUAL 9 18 891.00 THRU 07/01 (41) ***** SPONSOR ***** THRU 12/31 BRIAN G. DOHERTY	675.00 ***** *****
92-2-0054	12-11-121-036	BIRCH TREE MANOR #6 CONDOMIN- IUM ASSOCIATION 8542 W. CATHERINE CHICAGO, IL 60656	CLARE MACK C/O CLARE MACK 8538 W. CATHERINE CHICAGO, IL 60656	B-SEMI-ANNUAL 10 18 685.20 THRU 07/01 (41) ***** SPONSOR ***** THRU 12/31 BRIAN G. DOHERTY	675.00 ***** *****
92-2-0055	12-12-202-080	NORTHWEST TERRACE CONDO BLDG #1 7225 WEST HIGGINS AVENUE CHICAGO, IL 60656	FRANCES CUTRONA C/O FRANCES CUTRONA 7225 WEST HIGGINS AVENUE CHICAGO, IL 60656	B-SEMI-ANNUAL 14 28 1,198.80 THRU 07/01 (41) ***** SPONSOR ***** THRU 12/31 BRIAN G. DOHERTY	1,050.00 ***** *****
92-2-0056	12-12-202-085	NORTHWEST TERRACE CONDO.#2 7227 W. HIGGINS CHICAGO, IL 60656	LOUIS DOERING C/O LOUIS DOERING 7227 W. HIGGINS CHICAGO, IL 60656	B-SEMI-ANNUAL 14 28 1,140.00 THRU 07/01 (41) ***** SPONSOR ***** THRU 12/31 BRIAN G. DOHERTY	1,050.00 ***** *****

C I T Y O F C H I C A G O
 COMMITTEE ON CLAIMS AND LIABILITY
 VOUCHER REGISTER-----EDIT
 MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	PIN	DESCRIPTION	PAYEE	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
92-2-0057	12-23-400-007	ADDISON FRONT CONDO. ASSN. 8359 W. ADDISON ST. CHICAGO, IL 60634	ANTHONY J BERTONE 8359 W. ADDISON ST. CHICAGO, IL 60634	B-SEMI-ANNUAL 10 34 1,329.00 (36) THRU 07/01 ***** SPONSOR ***** WILLIAM JF BANKS	1,275.00 91
92-2-0058	12-24-100-093	IRVING PARK TERRACE CONDO. ASSN. 7707 W. IRVING PARK RD. CHICAGO, IL 60634	WILLIAM NAUMES C/O WILLIAM NAUMES 7707 W. IRVING PARK RD. CHICAGO, IL 60634	B-SEMI-ANNUAL 9 44 1,573.00 (38) THRU 07/01 ***** SPONSOR ***** THOMAS W. CULLERTON	1,573.00 91
92-2-0059	13-06-103-049	6259-61 N. NORTHWEST HWY. CONDOMINIUM ASSOCIATION 6259-61 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	BRIGGET SULLIVAN CONDOMINIUM ASSOCIATION 6259-61 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 4 12 1,166.00 (41) THRU 07/01 ***** SPONSOR ***** BRIAN G. DOHERTY	450.00 91
92-2-0060	13-06-110-050	POINT EAST CONDOMINIUM 6251 N. NIAGARA CHICAGO, IL 60631	VICTORIA KOVAC 6221 N. NIAGARA CHICAGO, IL 60631	B-SEMI-ANNUAL 14 50 2,135.00 (41) THRU 07/01 ***** SPONSOR ***** BRIAN G. DOHERTY	1,875.00 91
92-2-0061	13-06-402-052	KATHLEEN CONDOMINIUM 5939 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	LENDRE HEIBERGER 5939 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 14 9 427.08 (41) THRU 07/01 ***** SPONSOR ***** BRIAN G. DOHERTY	337.50 91
92-2-0062	13-07-113-045	HIGGINS MANOR CONDOMINIUM 6961 W. HIGGINS CHICAGO, IL 60656	THOMAS MCNICHOLS C/O THOMAS MCNICHOLS 6961 W. HIGGINS - 2 SOUTH CHICAGO, IL 60656	B-SEMI-ANNUAL 12 8 240.00 (41) THRU 07/01 ***** SPONSOR ***** BRIAN G. DOHERTY	240.00 91
92-2-0063	13-19-404-087	ADDISON MANOR CONDOMINIUM 6557 W. ADDISON ST. CHICAGO, IL 60634	MARIE VALENTINE C/O MARIE VALENTINE 6557 W. ADDISON ST. CHICAGO, IL 60634	B-SEMI-ANNUAL 12 12 715.00 (36) THRU 07/01 ***** SPONSOR ***** WILLIAM JF BANKS	450.00 91
92-2-0064	13-30-100-006	NEVA VISTA CONDOMINIUM 3150 N. NEVA CHICAGO, IL 60634	HELEN NOTARO C/O HELEN NOTARO 3150 N. NEVA CHICAGO, IL 60634	B-SEMI-ANNUAL 9 9 378.00 (36) THRU 07/01 ***** SPONSOR ***** WILLIAM JF BANKS	337.50 91
92-2-0065	13-31-118-036	FALMER COURTS ASSOCIATION 2147 N. HARLEM AVE. CHICAGO, IL 60635	RAYMOND NERI C/O NERI 2147 N. HARLEM AVE. CHICAGO, IL 60635	B-SEMI-ANNUAL 12 12 654.00 (35) THRU 07/01 ***** SPONSOR ***** MICHAEL A. WDJCIN	450.00 91
92-2-0066	13-31-118-041	COLONIAL TERRACE CONDOMINIUM 7172-90 W. DICKENS AVENUE CHICAGO, IL 60635	ANN KENAGA C/O ANN KENAGA 7180 W. DICKENS CHICAGO, IL 60635	B-SEMI-ANNUAL 10 17 948.00 (36) THRU 07/01 ***** SPONSOR ***** WILLIAM JF BANKS	637.50 91

5/20/92

REPORTS OF COMMITTEES

16279

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/B A,B,C

VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** FAYEE *****	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
92-2-0067	14-06-110-087	ROSEMONT APARTMENTS CONDO. ASSOCIATION 2134-48 W. ROSEMONT CHICAGO, IL 60659	ROBERT NIKCHEVICH C/O LONG-KOGEN, INC. 7070 N. WESTERN CHICAGO, IL 60645	B-SEMI-ANNUAL 9 36 1,470.00 THRU 07/01 (50) 12/31 ***** SPONSOR ***** BERNARD L. STONE	1,350.00 91 *****
92-2-0068	14-06-120-005	GRANVILLE COURTS CONDO. ASSOC. 2025 W. GRANVILLE CHICAGO, IL 60659	ROBERT NIKCHEVICH C/O LONG-KOGEN, INC. 7070 N. WESTERN CHICAGO, IL 60645	B-SEMI-ANNUAL 14 256 4,818.00 THRU 07/01 (50) 12/31 ***** SPONSOR ***** BERNARD L. STONE	4,818.00 91 *****
92-2-0069	14-06-121-011	NORWOOD COURTS CONDOMINIUM ASSOCIATION 6116-6146 N. DAMEN AVENUE CHICAGO, IL 60659	WARREN MORSEK MORSEK & ASSOCIATES 3557 W. PETERSON CHICAGO, IL 60659	B-SEMI-ANNUAL 10 120 3,286.33 THRU 07/01 (50) 12/31 ***** SPONSOR ***** BERNARD L. STONE	3,286.33 91 *****
92-2-0070	14-06-223-026	NORTH DAMEN SQUARE CONDO ASSOC 6019-37 N. DAMEN AVENUE CHICAGO, IL 60659	ROBERT NIKCHEVICH C/O LONG-KOGEN, INC. 7070 N. WESTERN CHICAGO, IL 60645	B-SEMI-ANNUAL 12 38 1,981.00 THRU 07/01 (50) 12/31 ***** SPONSOR ***** BERNARD L. STONE	1,425.00 91 *****
92-2-0071	14-21-101-034	3950 NORTH LAKE SHORE DRIVE CONDOMINIUM 3950 N. LAKE SHORE DRIVE CHICAGO, IL 60613	HARRY LASKI C/O HARRY LASKI 3950 N. LAKE SHORE DRIVE CHICAGO, IL 60613	B-SEMI-ANNUAL 8 458 13,710.00 THRU 07/01 (46) 12/31 ***** SPONSOR ***** HELEN SHILLER	13,710.00 91 *****
92-2-0072	14-21-106-017	3750 LAKE SHORE DRIVE INC. 3750 LAKE SHORE DRIVE CHICAGO, IL 60613	ALLEN WERTH C/O OMNIBUS HARBOR REALTY 3930 N. PINE GROVE CHICAGO, IL 60613	B-SEMI-ANNUAL 13 132 2,904.00 THRU 07/01 (46) 12/31 ***** SPONSOR ***** HELEN SHILLER	2,904.00 91 *****
92-2-0073	14-21-110-020	3600 CONDOMINIUM ASSOCIATION 3600 N. LAKE SHORE DRIVE CHICAGO, IL 60613	MARSHA DRACIE 3600 N. LAKE SHORE DRIVE CHICAGO, IL 60613	B-SEMI-ANNUAL 14 640 12,842.06 THRU 07/01 (46) 12/31 ***** SPONSOR ***** HELEN SHILLER	12,842.06 91 *****
92-2-0074	14-21-310-055	3300 N. LAKE SHORE DRIVE CONDO ASSOCIATION, INC. 3300 N. LAKE SHORE DRIVE CHICAGO, IL 60657	TOM WARTMAN C/O LATHOMAS AND COMPANY 15 E. SUPERIOR CHICAGO, IL 60611	B-SEMI-ANNUAL 13 85 6,680.20 THRU 07/01 (46) 12/31 ***** SPONSOR ***** BERNARD J. HANSEN	3,187.50 91 *****
92-2-0075	14-28-105-061	BARRY AVENUE TOWNHOUSES 528 W. BARRY AVENUE CHICAGO, IL 60657	ROBIN SIMON 528 W. BARRY AVENUE CHICAGO, IL 60657	B-SEMI-ANNUAL 13 12 1,982.00 THRU 07/01 (44) 12/31 ***** SPONSOR ***** BERNARD J. HANSEN	450.00 91 *****
92-2-0076	17-03-101-022	1500 LAKE SHORE DRIVE BUILDING CORPORATION 1500 LAKE SHORE DRIVE CHICAGO, IL 60610	TED JOHNSON CORPORATION 1500 LAKE SHORE DRIVE CHICAGO, IL 60610	B-SEMI-ANNUAL 12 57 3,300.00 THRU 07/01 (43) 12/31 ***** SPONSOR ***** EDWIN W.. EISENDRATH	2,137.50 91 *****

C I T Y O F C H I C A G O
 COMMITTEE ON CLAIMS AND LIABILITY
 VOUCHER REGISTER-----EDIT
 MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED # UNITS	AMOUNT	PAID AMOUNT
92-2-0077	17-03-201-069	40 EAST CEDAR CONDO ASSOC. 40 EAST CEDAR ST. CHICAGO, IL 60611	DOUGLAS HIGGINS DRAPER AND KRAMER INC. 40 EAST CEDAR ST. CHICAGO, IL 60603	B-SEMI-ANNUAL 12 75 THRU 07/01 12/31 ***** SPONSOR ***** BURTON F. NATARUS	1,740.00 (42) 1,740.00	1,740.00 91 *****
92-2-0078	17-03-210-001	132 DELAWARE PLACE CONDO. ASSN. 132 EAST DELAWARE CHICAGO, IL 60611	FAMELA GOLDBERG C/O DRAPER AND KRAMER, INC. 132 E. DELAWARE PLACE CHICAGO, IL 60611	B-SEMI-ANNUAL 4 106 THRU 07/01 12/31 ***** SPONSOR ***** BURTON F. NATARUS	1,281.60 (42) 1,281.60	1,281.60 91 *****
92-2-0079	17-03-215-013	900-10 LAKE SHORE DRIVE CONDO ASSOCIATION 900 LAKE SHORE DRIVE CHICAGO, IL 60611	PAULA ZABRIN ASSOCIATION 900 LAKE SHORE DRIVE CHICAGO, IL 60611	B-SEMI-ANNUAL 15 524 THRU 07/01 12/31 ***** SPONSOR ***** BURTON F. NATARUS	14,603.78 (42) 14,603.78	14,603.78 91 *****
92-2-0080	17-04-424-051	NEWBERRY PLAZA CONDO. ASSOC. 1030 N. STATE STREET CHICAGO, IL 60610	TERRY BALDRIDGE 1030 N. STATE STREET CHICAGO, IL 60610	B-SEMI-ANNUAL 12 624 THRU 07/01 12/31 ***** SPONSOR ***** BURTON F. NATARUS	15,304.00 (42) 15,304.00	15,304.00 91 *****
92-2-0081	17-09-251-010	ANCHOR LOFTS ASSOCIATION 215 W. ILLINOIS ST. CHICAGO, IL 60610	AUDREY BUTTERFUS 215 W. ILLINOIS ST. CHICAGO, IL 60610	B-SEMI-ANNUAL 7 15 THRU 07/01 12/31 ***** SPONSOR ***** BURTON F. NATARUS	2,580.00 (42) 2,580.00	2,580.00 91 *****
92-2-0082	17-16-419-004	899 S. FLYMOUTH COURT CONDO ASSOCIATION 899 S. FLYMOUTH COURT CHICAGO, IL 60605	MICKI ALLEN ASSOCIATION 899 S. FLYMOUTH COURT CHICAGO, IL 60605	B-SEMI-ANNUAL 13 250 THRU 07/01 12/31 ***** SPONSOR ***** THEODORE MAZOLA	3,134.40 (01) 3,134.40	3,134.40 91 *****
92-2-0083	19-15-119-025	KENTON BUILDING CORPORATION 5717 S. KENTON CHICAGO, IL 60629	ASTA GERKE 5717 S. KENTON CHICAGO, IL 60629	B-SEMI-ANNUAL 11 6 THRU 07/01 12/31 ***** SPONSOR ***** JOHN S. MAURZYK	275.00 (13) 275.00	225.00 91 *****
92-2-0084	19-23-308-041	COURTYARD CONDOMINIUM ASSOC. 4807-11 S. PULASKI CHICAGO, IL 60629	ALICE DALY 4807-11 S. PULASKI CHICAGO, IL 60629	B-SEMI-ANNUAL 14 18 THRU 07/01 12/31 ***** SPONSOR ***** JOHN S. MAURZYK	450.00 (13) 450.00	450.00 91 *****
92-2-0085	20-35-104-039	7901-11 ELLIS CONDOMINIUM ASSOCIATION 7901-11 S. ELLIS AVENUE CHICAGO, IL 60619	YVETTE F. HINES C/O PERCY L. HINES, PRES. 7911 S. ELLIS AVENUE CHICAGO, IL 60619	B-SEMI-ANNUAL 10 18 THRU 07/01 12/31 ***** SPONSOR ***** LORRAINE L DIXON	658.00 (08) 658.00	658.00 91 *****
92-2-0086	25-10-419-016	LONDON TOWNE HOUSES COOPERATIVE 830 E. 100TH STREET CHICAGO, IL 60628	MARLENE DILLARD C/O MARLENE DILLARD 830 E. 100TH STREET CHICAGO, IL 60628	B-SEMI-ANNUAL 12 801 THRU 07/01 12/31 ***** SPONSOR ***** LORRAINE L DIXON	28,995.00 (08) 28,995.00	28,995.00 91 *****

5/20/92

REPORTS OF COMMITTEES

16281

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
92-3-0220	11-31-306-007	2250 W. ARTHUR CONDO ASSC. 2250 W. ARTHUR CHICAGO, IL 60645	ADRIAN W. LEE ASSC. 2250 W. ARTHUR CHICAGO, IL 60645	1 9 792.00 (50) ***** SPONSOR ***** BERNARD L. STONE	675.00 90 ***** *****
92-3-0221	14-17-111-022	4615-17 N. MAGNOLIA CONDO ASSC. 4615 N. MAGNOLIA CHICAGO, IL 60640	CYNTHIA P. MADDOX ASSC. 4615 N. MAGNOLIA CHICAGO, IL 60640	5 6 1,104.00 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 90 ***** *****
92-3-0222	14-29-307-050	WRIGHTWOOD CITYHOMES CONDO ASSC. 1348-58 WRIGHTWOOD CHICAGO, IL 60614	WILLIAM RICHARDSON WILLIAM RICHARDSON 2411 N. SOUTHPORT CHICAGO, IL 60614	1 9 900.00 (43) ***** SPONSOR ***** ERWIN W. EISENDRATH	675.00 90 ***** *****
92-3-0223	14-32-400-013	SHEFFIELD LOFTS CONDO ASSC. 1101 W. ARMITAGE CHICAGO, IL 60614	ARTHUR MARTIN 1101 W. ARMITAGE CHICAGO, IL 60614	10 14 1,255.00 (43) ***** SPONSOR ***** ERWIN W. EISENDRATH	1,050.00 90 ***** *****
92-3-0224	14-32-414-071	WILLOW DAYTON CONDO ASSC. 1820 N. DAYTON CHICAGO, IL 60620	DENNIS MATHEWS C/O DENNIS MATHEWS 1820 N. DAYTON CHICAGO, IL 60620	1 16 1,994.20 (43) ***** SPONSOR ***** ERWIN W. EISENDRATH	1,200.00 90 ***** *****
92-3-0225	17-03-106-030	1320 ASTOR CONDO ASSC. 1320 ASTOR STREET CHICAGO, IL 60610	DR. ALLAN SHOELSON ASSC. 1320 ASTOR STREET CHICAGO, IL 60610	1 5 828.00 (42) ***** SPONSOR ***** BURTON F. NATARUS	375.00 90 ***** *****
92-3-0226	17-03-211-022	MICHIGAN PLACE CONDO ASSC. 110 E. DELAWARE CHICAGO, IL 60611	ELIZABETH WARD ASSC. 110 E. DELAWARE CHICAGO, IL 60611	1 68 5,894.70 (42) ***** SPONSOR ***** BURTON F. NATARUS	5,100.00 90 ***** *****
92-3-0227	17-04-448-002	119 W. CHESTNUT CONDO ASSC. 119 W. CHESTNUT STREET CHICAGO, IL 60610	LESLIE BURNS 119 W. CHESTNUT STREET CHICAGO, IL 60610	5 9 924.00 (42) ***** SPONSOR ***** BURTON F. NATARUS	675.00 90 ***** *****
92-3-0228	17-08-306-011	FULTON HOUSE CONDOMINIUM ASSOCIATION 345 N. CANAL STREET CHICAGO, IL 60606	RANIEL O'KEEFE ASSOCIATION 345 N. CANAL STREET CHICAGO, IL 60606	3 104 11,157.05 (27) ***** SPONSOR ***** RICKEY R. HENION	7,800.00 90 ***** *****
92-3-0229	19-34-430-045	4036 W. 87TH ST. CONDO ASSC. 4036 W. 87TH STREET CHICAGO, IL 60652	ANTHONY BAGLIANO 4036 W. 87TH STREET CHICAGO, IL 60652	8 6 865.00 (18) ***** SPONSOR ***** THOMAS W. MURPHY	450.00 90 ***** *****

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	*** F/N ***	***** DESCRIPTION *****	***** PAYEE *****	RES. REQUESTED \$ UNITS AMOUNT	PAID AMOUNT
92-3-0230	20-13-101-021	5521-25 S. CORNELL CONDOMINIUM ASSOCIATION 5521-25 S. CORNELL AVENUE CHICAGO, IL 60637	DAVID RICE C/O DAVID RICE 5521 S. CORNELL AVENUE--#2 CHICAGO, IL 60637	5 6 856.80 (05) ***** SPONSOR ***** LAURENCE S BLOOM	450.00 90 *****
92-3-0231	10-36-100-011	WINSTON TOWERS #3 CONDO ASSOC. 7061 N. KEDZIE CHICAGO, IL 60645	JOHN NAGY C/O DOMINS, MOHL AND COMPANY 100 W. MONROE ST-ROOM 650 CHICAGO, IL 60603	8 253 8,972.00 (50) ***** SPONSOR ***** BERNARD L. STONE	8,972.00 91 *****
92-3-0232	10-36-105-027	ESTES/WASHTENAW CONDOMINIUM ASSOCIATION 2701-03 ESTES CHICAGO, IL 60645	TOM LYNCH C/O TOM LYNCH 6731 N. KEDZIE CHICAGO, IL 60646	7 12 1,128.00 (50) ***** SPONSOR ***** BERNARD L. STONE	900.00 91 *****
92-3-0233	10-36-117-015	THE ROYALTON CONDOMINIUMS 6800 N. CALIFORNIA AVENUE CHICAGO, IL 60645	LINDA HORWITZ C/O MATANKY REALTY GROUP 910 W. VAN BUREN-SUITE 100 CHICAGO, IL 60607	6 80 4,578.00 (50) ***** SPONSOR ***** BERNARD L. STONE	4,578.00 91 *****
92-3-0234	10-36-118-005	WINSTON TOWERS NO. 4 ASSN. 7033 N. KEDZIE AVENUE CHICAGO, IL 60645	JOHN NAGY C/O DOMINS, MOHL & CO. 100 W. MONROE ST. CHICAGO, IL 60603	9 250 8,994.00 (50) ***** SPONSOR ***** BERNARD L. STONE	8,994.00 91 *****
92-3-0235	10-36-119-003	WINSTON TOWERS I ASSOCIATION 6933 N. KEDZIE AVENUE CHICAGO, IL 60645	JOHN NAGY C/O DOMINS, MOHL AND COMPANY 100 W. MONROE ST. CHICAGO, IL 60603	9 194 9,906.00 (50) ***** SPONSOR ***** BERNARD L. STONE	9,906.00 91 *****
92-3-0236	10-36-205-003	PARK GARDEN CO-OP APT. CORP. 2637-47 W. FITCH CHICAGO, IL 60645	NORMA BOTTLIER PARK GARDEN CO-OP 2637 W. FITCH CHICAGO, IL 60645	6 18 1,470.00 (50) ***** SPONSOR ***** BERNARD L. STONE	1,350.00 91 *****
92-3-0237	10-36-218-043	INDIAN BOUNDARY COURT CONDO AS 2431-39 W. LUNT AVENUE CHICAGO, IL 60645	MORTON EDELHEIT 2431-39 W. LUNT AVENUE CHICAGO, IL 60645	6 24 3,121.20 (50) ***** SPONSOR ***** BERNARD L. STONE	1,800.00 91 *****
92-3-0238	11-29-307-024	1428 W. FARGO CONDOMINIUM ASSN 1428 W. FARGO CHICAGO, IL 60626	SHEILA WATKINS C/O SHEILA WATKINS 1428 W. FARGO APT. 102 CHICAGO, IL 60626	6 8 489.00 (49) ***** SPONSOR ***** JOE MOORE	600.00 91 *****
92-3-0239	11-29-308-019	SHERIDAN EAST 7457 SHERIDAN ROAD CHICAGO, IL 60626	LAVERGNE NELSON C/O ARTHUR SHAFIRO 7457 N. SHERIDAN ROAD CHICAGO, IL 60626	7 8 552.00 (49) ***** SPONSOR ***** JOE MOORE	552.00 91 *****

5/20/92

REPORTS OF COMMITTEES

16283

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 VOUCHER REGISTER-----EDIT
 MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED	PAID
				UNITS AMOUNT	AMOUNT
92-3-0240	11-30-307-092	7522 RIDGE BUILDING CORP. 7522 N. RIDGE BLVD. CHICAGO, IL 60645	ROSEMARY K LOEBBAKA C/O ROSEMARY K. LOEBBAKA 7522 N. RIDGE BLVD. CHICAGO, IL 60645	7 6 426.00 (50) ***** SPONSOR ***** BERNARD L. STONE	426.00 91 *****
92-3-0241	11-30-307-094	7524 RIDGE BUILDING CORP. 7524 N. RIDGE BLVD. CHICAGO, IL 60645	HALINA URBAN C/O MRS. HALINA M. URBAN 7524 N. RIDGE BLVD. CHICAGO, IL 60645	6 6 426.00 (50) ***** SPONSOR ***** BERNARD L. STONE	426.00 91 *****
92-3-0242	11-30-307-097	7516 RIDGE BUILDING CORP. 7516 N. RIDGE AVENUE CHICAGO, IL 60645	WANDA KOGUT C/O WANDA KOGUT 7516 N. RIDGE AVENUE CHICAGO, IL 60645	7 6 324.00 (50) ***** SPONSOR ***** BERNARD L. STONE	324.00 91 *****
92-3-0243	11-30-307-210	7312-14 N. RIDGE CONDO. ASSOC. 7312 N. RIDGE CHICAGO, IL 60645	ESTHER SELANDER ATTN. ESTHER SELANDER 7312 N. RIDGE CHICAGO, IL 60645	9 6 1,157.70 (50) ***** SPONSOR ***** BERNARD L. STONE	450.00 91 *****
92-3-0244	11-31-114-022	REL OAKS WEST CONDO. ASSOC. 6961 N. OAKLEY AVENUE CHICAGO, IL 60645	EDITH WOLNAK 6961 N. OAKLEY AVENUE CHICAGO, IL 60645	7 37 2,986.80 (50) ***** SPONSOR ***** BERNARD L. STONE	2,775.00 91 *****
92-3-0245	11-31-315-041	BELL AND ARTHUR CONDO. ASSN. 6449 N. BELL CHICAGO, IL 60645	SHIRLEY BRONSON 6449 N. BELL CHICAGO, IL 60645	3 15 1,020.00 (50) ***** SPONSOR ***** BERNARD L. STONE	1,020.00 91 *****
92-3-0246	11-32-302-027	GREENVIEW CONDOMINIUM ASSN. 6737 N. GREENVIEW CHICAGO, IL 60626	MICHAEL MINIFORD 6737 N. GREENVIEW CHICAGO, IL 60626	8 6 1,136.00 (49) ***** SPONSOR ***** JOE MOORE	450.00 91 *****
92-3-0247	12-23-224-043	ADDISON MANOR CONDOMINIUM ASSN 8350 W. ADDISON CHICAGO, IL 60634	JOHN MORAZONI C/O JOHN MORAZONI 8350 W. ADDISON CHICAGO, IL 60634	7 21 1,908.00 (36) ***** SPONSOR ***** WILLIAM JF BANKS	1,575.00 91 *****
92-3-0248	12-23-426-035	8216 BELMONT BUILDING 8216 W. BELMONT CHICAGO, IL 60634	HELEN KAESBERG 8216 W. BELMONT CHICAGO, IL 60634	9 9 716.00 (38) ***** SPONSOR ***** THOMAS W. CULLERTON	675.00 91 *****
92-3-0249	12-25-204-056	3150 N. ODELL CONDO ASSOC. 3150 N. ODELL CHICAGO, IL 60635	ANNE IRUCE C/O ANNE IRUCE 3150 N. ODELL CHICAGO, IL 60635	8 9 912.00 (36) ***** SPONSOR ***** WILLIAM JF BANKS	675.00 91 *****

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER---EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	C-ANNUAL	RES. REQUESTED UNITS AMOUNT	PAID AMOUNT
92-3-0250	13-08-413-047	KERRY COURTS CONDOMINIUM ASSN. 5766 W. HIGGINS CHICAGO, IL 60630	MARY ELWELL C/O MARY ELWELL 5766 W. HIGGINS CHICAGO, IL 60630	8 9 624.00 (46) ***** SPONSOR ***** HELEN SHILLER	624.00 91	
92-3-0251	13-08-425-158	HIGGINS MANOR CONDOS ASSOC. 5757 W. HIGGINS AVE. CHICAGO, IL 60630	ANGELINE GOSS 5757 W. HIGGINS AVE. CHICAGO, IL 60630	7 6 504.00 (15) ***** SPONSOR ***** VIRGIL E. JONES	450.00 91	
92-3-0252	13-09-328-061	HIGGINS COURT CONDO'S 5509-11 W. HIGGINS AVENUE CHICAGO, IL 60630	RUTH WRONA 5509-11 W. HIGGINS AVENUE CHICAGO, IL 60630	7 14 900.00 (45) ***** SPONSOR ***** PATRICK J. LEVAR	900.00 91	
92-3-0253	13-12-231-051	5220 NORTH ROCKWELL CONDO ASSOCIATION 5220 N. ROCKWELL STREET CHICAGO, IL 60625	ALFRED BRUCKNER C/O ALFRED BRUCKNER 5220 N. ROCKWELL ST. - 2N CHICAGO, IL 60625	8 8 940.00 (40) ***** SPONSOR ***** PATRICK J. O'CONNOR	600.00 91	
92-3-0254	13-12-233-034	FOSTER WESTERN CONDO. ASSN. 2416 W. FOSTER AVENUE CHICAGO, IL 60625	MARTHA KAWABATA C/O MARTHA KAWABATA 2416 W. FOSTER AVENUE CHICAGO, IL 60625	6 6 828.00 (40) ***** SPONSOR ***** PATRICK J. O'CONNOR	450.00 91	
92-3-0255	13-15-105-040	MAYFAIR TERRACE CONDO. ASSN. 4730-44 N. KENNETH CHICAGO, IL 60630	FRANK SANDER 4730-44 N. KENNETH CHICAGO, IL 60630	7 24 1,406.40 (45) ***** SPONSOR ***** PATRICK J. LEVAR	1,406.40 91	
92-3-0256	13-15-411-026	CAMERON COURT CONDO. ASSN. 4235-43 N. KEURVALE CHICAGO, IL 60641	JOAN PERELL 4235-43 N. KEURVALE CHICAGO, IL 60641	10 18 2,189.00 (45) ***** SPONSOR ***** PATRICK J. LEVAR	1,350.00 91	
92-3-0257	13-16-102-025	PARK LAWRENCE CONDO. ASSOC. 5447 W. LAWRENCE AVE. CHICAGO, IL 60630	KATHRYN RADLAND 5447 W. LAWRENCE AVE. CHICAGO, IL 60630	7 14 948.00 (45) ***** SPONSOR ***** PATRICK J. LEVAR	948.00 91	
92-3-0258	13-16-116-033	5312-14 WINDSOR CONDO ASSOC. 5312-14 WEST WINDSOR CHICAGO, IL 60630	PAULINE O'DONNELL 5312-14 WEST WINDSOR CHICAGO, IL 60630	9 9 864.00 (45) ***** SPONSOR ***** PATRICK J. LEVAR	675.00 91	
92-3-0259	13-17-107-038	EASTWOOD MANOR CONDO. ASSN. 6040 W. EASTWOOD AVENUE CHICAGO, IL 60630	TERRENCE MCGOVERN C/O TERRENCE MCGOVERN 6040 W. EASTWOOD AVENUE CHICAGO, IL 60630	4 7 896.00 (38) ***** SPONSOR ***** THOMAS W. CULLERTON	525.00 91	

5/20/92

REPORTS OF COMMITTEES

16285

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	C-ANNUAL	RES. REQUESTED \$ UNITS AMOUNT	PAID AMOUNT
92-3-0260	13-20-105-048	3843 N. NARRAGANSETT CONDO. ASSOCIATION 3843 N. NARRAGANSETT CHICAGO, IL 60634	SUBAN FINNEGAN ASSOCIATION 3843 N. NARRAGANSETT CHICAGO, IL 60634		7 8 888.00 (38) ***** SPONSOR ***** THOMAS W. CULLERTON	600.00 91 *****
92-3-0261	13-20-207-036	FORTAGE MANOR CONDOMINIUM 3914 N. CENTRAL AVENUE CHICAGO, IL 60634	KATHERINE RIZZO C/O KATHERINE RIZZO 3914 N. CENTRAL AVENUE CHICAGO, IL 60634		11 7 732.00 (38) ***** SPONSOR ***** THOMAS W. CULLERTON	525.00 91 *****
92-3-0262	13-21-211-039	BYRON COURTS CONDOMINIUMS 4851-59 W. BYRON STREET CHICAGO, IL 60641	SUE SCOTT 4851-59 W. BYRON STREET CHICAGO, IL 60641		9 18 2,005.00 (45) ***** SPONSOR ***** PATRICK J. LEVAR	1,350.00 91 *****
92-3-0263	14-05-108-041	1517-19 ROSEMONT CONDO. ASSN. 1517-19 W. ROSEMONT CHICAGO, IL 60660	JAMES WICKS C/O JAMES WICKS 1517 W. ROSEMONT - UNIT 2 CHICAGO, IL 60660		3 6 574.00 (19) ***** SPONSOR ***** GINGER RUGAI	450.00 91 *****
92-3-0264	14-05-125-073	NORWOOD CONDO ASSOCIATION 1226 W. NORWOOD CHICAGO, IL 60660	MARJORIE FRITZ-BIRCH C/O MARJORIE FRITZ-BIRCH 1226 W. NORWOOD CHICAGO, IL 60660		5 6 720.00 (49) ***** SPONSOR ***** JOE MOORE	450.00 91 *****
92-3-0265	14-05-211-021	EAST POINT CONDOMINIUM 6101 N. SHERIDAN ROAD CHICAGO, IL 60660	JOHN NABY C/O DOWNS, MOHN & CO. 100 W. MONROE ST. CHICAGO, IL 60603		10 161 9,932.16 (48) ***** SPONSOR ***** MARY ANN SMITH	9,932.16 91 *****
92-3-0266	14-05-211-024	EL LAGO CONDOMINIUM ASSOC. 6157 N. SHERIDAN RD. CHICAGO, IL 60660	JOHN NABY C/O DOWNS, MOHN & CO. 100 W. MONROE ST. CHICAGO, IL 60603		9 269 7,669.20 (48) ***** SPONSOR ***** MARY ANN SMITH	7,669.20 91 *****
92-3-0267	14-05-321-072	1454-1456 HOLLYWOOD CONDO. ASSN. 1454-56 HOLLYWOOD CHICAGO, IL 60660	ELDISE HENKEL C/O ELOISE HENKEL 1454 W. HOLLYWOOD CHICAGO, IL 60660		3 6 396.00 (48) ***** SPONSOR ***** MARY ANN SMITH	396.00 91 *****
92-3-0268	14-05-331-045	HOLLYWOOD RIDGEVIEW CONDO. ASSOCIATION 5474 N. RIDGE CHICAGO, IL 60660	ROY SHEIROK C/O R. SHEIROK 5674 - 76 N. RIDGE - UNIT 2N CHICAGO, IL 60660		7 6 1,008.00 (48) ***** SPONSOR ***** MARY ANN SMITH	450.00 91 *****
92-3-0269	14-06-116-048	6120-22 NORTH HAMILTON AVENUE BUILDING CO-OP CORPORATION 6120-22 N. HAMILTON CHICAGO, IL 60659	E.W. LUEDERS BUILDING CO-OP CORPORATION 6120-22 N. HAMILTON CHICAGO, IL 60659		7 6 588.00 (50) ***** SPONSOR ***** BERNARD L. STONE	450.00 91 *****

CITY OF CHICAGO COMMITTEE ON CLAIMS AND LIABILITY VOUCHER REGISTER-----EDIT MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C					
VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED UNITS AMOUNT	PAID AMOUNT
92-3-0270	14-06-213-013	GRANVILLE COURTS CONDOMINIUMS WEST ASSOCIATION 1917 W. GRANVILLE CHICAGO, IL 60660	CEIL BONNERMAN WEST ASSOCIATION 1917 W. GRANVILLE CHICAGO, IL 60660	7 6 1,348.00 (50) ***** SPONSOR ***** BERNARD L. STONE	450.00 91 ***** *****
92-3-0271	14-07-318-031	AINSLIE TERRACE CONDOMINIUM ASSOCIATION 2343 W. AINSLIE CHICAGO, IL 60625	RUTH WASHINGTON C/O RUTH WASHINGTON 2341 W. AINSLIE ST. CHICAGO, IL 60625	7 13 2,215.20 (47) ***** SPONSOR ***** EUGENE C. SCHULTER	975.00 91 ***** *****
92-3-0272	14-08-108-048	1465-67 CATALPA CONDOMINIUM ASSOCIATION 1465-67 CATALPA CHICAGO, IL 60640	HERMINE BEUKEMA ASSOCIATION 1465-67 CATALPA CHICAGO, IL 60640	7 6 1,016.20 (48) ***** SPONSOR ***** MARY ANN SMITH	450.00 91 ***** *****
92-3-0273	14-08-408-042	955 WEST CARMEN CONDO. ASSN. 955 W. CARMEN AVENUE CHICAGO, IL 60640	KURT KRAMER C/O KURT KRAMER 955 W. CARMEN AVENUE CHICAGO, IL 60640	5 6 876.00 (48) ***** SPONSOR ***** MARY ANN SMITH	450.00 91 ***** *****
92-3-0274	14-08-412-035	912-14 MARGATE TERR. CONDO. ASSOCIATION 912-14 MARGATE TERRACE CHICAGO, IL 60640	NORMA HAYDEN C/O NORMA HAYDEN 1626 W. GREENLEAF CHICAGO, IL 60626	7 6 580.00 (48) ***** SPONSOR ***** MARY ANN SMITH	450.00 91 ***** *****
92-3-0275	14-16-301-040	707 JUNIOR TERRACE CONDO. ASSN. 707 W. JUNIOR TERRACE CHICAGO, IL 60613	JOHN LAMB 707 W. JUNIOR TERRACE CHICAGO, IL 60613	7 16 3,561.00 (46) ***** SPONSOR ***** HELEN SHILLER	1,200.00 91 ***** *****
92-3-0276	14-16-303-031	COACHLITE II CONDOMINIUM ASSN. 655-657 W. BUENA CHICAGO, IL 60613	GRACE WILLIAMS C/O GRACE WILLIAMS 655 W. BUENA AVENUE #23 CHICAGO, IL 60613	6 6 1,180.64 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 ***** *****
92-3-0277	14-16-303-032	BUENA VISTA CONDOMINIUM 647 W. BUENA CHICAGO, IL 60613	MARYANN M. DIAVIN 647 W. BUENA CHICAGO, IL 60613	6 13 3,250.87 (46) ***** SPONSOR ***** HELEN SHILLER	975.00 91 ***** *****
92-3-0278	14-16-304-040	BITTERSWEET PARK CONDOMINIUM ASSOCIATION 638-42 W. BITTERSWEET PLACE CHICAGO, IL 60613	VICTOR WEBER ASSOCIATION 638-42 W. BITTERSWEET PLACE CHICAGO, IL 60613	3 6 821.00 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 ***** *****
92-3-0279	14-17-123-020	4436-38 NORTH MALDEN CONDO. ASSOCIATION 4436-38 N. MALDEN CHICAGO, IL 60640	WAYNE JOHNSON C/O WAYNE JOHNSON 4436 N. MALDEN CHICAGO, IL 60640	4 6 822.40 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 ***** *****

5/20/92

REPORTS OF COMMITTEES

16287

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	PAYEE	RES. REQUESTED UNITS AMOUNT	PAID AMOUNT
92-3-0280	14-17-123-021	BEACON PLACE CONDO ASSOC. 4421 N. BEACON CHICAGO, IL 60640	DEBRA HINIE 4421 N. BEACON CHICAGO, IL 60640	2 6 720.00 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 ***** *****
92-3-0281	14-17-210-021	KENMORE-LELAND WEST CONDO. ASSOCIATION 4654 N. KENMORE CHICAGO, IL 60640	DAN STRONACH C/O MR. DAN STRONACH 4654 N. KENMORE CHICAGO, IL 60640	7 13 1,226.53 (46) ***** SPONSOR ***** HELEN SHILLER	975.00 91 ***** *****
92-3-0282	14-17-407-057	HAZELTON CONDOMINIUM ASSN. 4331-33 N. HAZEL CHICAGO, IL 60613	BARRARA BUTTON 4331-33 N. HAZEL CHICAGO, IL 60613	3 6 991.20 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 ***** *****
92-3-0283	14-17-414-025	PARKSIDE ON CLARENDON 4162 N. CLARENDON CHICAGO, IL 60613	SCOTT BOSWELL C/O SCOTT BOSWELL 4162 N. CLARENDON CHICAGO, IL 60613	5 16 1,230.00 (46) ***** SPONSOR ***** HELEN SHILLER	1,200.00 91 ***** *****
92-3-0284	14-17-418-022	CLARENDON-CUYLER CONDO. ASSN. 4040-4046 N. CLARENDON 815-17 CUYLER CHICAGO, IL 60613	MARCIA RIBAR C/O CLARENDON-CUYLER CONDO 4040 N. CLARENDON CHICAGO, IL 60613	2 16 2,484.00 (46) ***** SPONSOR ***** HELEN SHILLER	1,200.00 91 ***** *****
92-3-0285	14-18-209-028	4650 N. HERMITAGE CONDO. ASSN. 4650 N. HERMITAGE CHICAGO, IL 60640	ELAINE DOOLEY C/O ELAINE DOOLEY 4650 N. HERMITAGE CHICAGO, IL 60640	5 6 731.00 (47) ***** SPONSOR ***** EUGENE C. SCHULTER	450.00 91 ***** *****
92-3-0286	14-20-211-034	BYRON GREYSTONE 3840 N. SHEFFIELD CHICAGO, IL 60613	DOUG BERG C/O DOUG BERG 3840 N. SHEFFIELD CHICAGO, IL 60613	4 12 1,896.00 (46) ***** SPONSOR ***** HELEN SHILLER	900.00 91 ***** *****
92-3-0287	14-20-211-036	3825-27 N. KENMORE CONDOMINIUM ASSOCIATION 3825-27 N. KENMORE CHICAGO, IL 60613	PAULA RICHARDSON C/O PAULA RICHARDSON 3827 N. KENMORE #1 CHICAGO, IL 60613	6 6 750.00 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 ***** *****
92-3-0288	14-20-214-010	GRACE CONDOMINIUM ASSOCIATION 848 W. GRACE ST. CHICAGO, IL 60613	GEORGIA STANEK-FINKLE 848 W. GRACE ST. CHICAGO, IL 60613	7 20 3,198.00 (46) ***** SPONSOR ***** HELEN SHILLER	1,500.00 91 ***** *****
92-3-0289	14-20-214-018	GILL PARK COOPERATIVE 810 W. GRACE CHICAGO, IL 60613	JOHN MOORE 810 W. GRACE CHICAGO, IL 60613	11 260 12,790.78 (46) ***** SPONSOR ***** HELEN SHILLER	12,790.78 91 ***** *****

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER---EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	C-ANNUAL	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
92-3-0290	14-20-219-041	KING'S COURT CONDO. ASSN. 3708-14 N. SHEFFIELD AVENUE CHICAGO, IL 60613	ROBERT SCHWENDAU 3708-14 N. SHEFFIELD AVENUE CHICAGO, IL 60613	8 26 1,839.60 (44) ***** SPONSOR ***** BERNARD J. HANSEN	1,839.60 91 *****	
92-3-0291	14-20-221-039	AUGUSTA CONDOMINIUM ASSN. 3739-41 N. WILTON CHICAGO, IL 60613	MIANE RICHARDSON C/O AUGUSTA CONDO. ASSN. 3739 N. WILTON CHICAGO, IL 60613	7 6 612.00 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 *****	
92-3-0292	14-20-223-036	NORTH FREMONT CONDO. ASSN. 3717-19 N. FREMONT ST CHICAGO, IL 60613	FLOYD MAY C/O FLOYD MAY 3717 N. FREMONT ST. CHICAGO, IL 60613	3 6 626.60 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 *****	
92-3-0293	14-20-305-034	CORLAKE CONDOMINIUM ASSN. 3500 N. LAKEWOOD CHICAGO, IL 60657	LOLETTE A. SUFON C/O LOLETTE A. SUFON 3500 N. LAKEWOOD CHICAGO, IL 60657	6 6 552.00 (44) ***** SPONSOR ***** BERNARD J. HANSEN	450.00 91 *****	
92-3-0294	14-20-408-031	1133 CORNELIA LDFTS CONDO. ASSN 1133 W. CORNELIA CHICAGO, IL 60657	JOSEPH FRIEDMAN 1133 W. CORNELIA CHICAGO, IL 60657	2 9 1,440.00 (44) ***** SPONSOR ***** BERNARD J. HANSEN	675.00 91 *****	
92-3-0295	14-21-103-024	GEACE SHORE CONDO ASSN 626-628 W. GRACE ST. CHICAGO, IL 60613	NANCI KOLLER 00000	2 6 1,040.00 (35) ***** SPONSOR ***** MICHAEL A. WDJCIK	450.00 91 *****	
92-3-0296	14-21-103-030	3800 N. LAKE SHORE DRIVE CONDOMINIUM 3800 N. LAKE SHORE DRIVE CHICAGO, IL 60613	C.W. STRAUS C/O TULIP CORPORATION 1418 N. LABALLE STREET CHICAGO, IL 60610	7 95 6,750.00 (46) ***** SPONSOR ***** HELEN SHILLER	6,750.00 91 *****	
92-3-0297	14-21-103-034	3825 CONDOMINIUM ASSOCIATION 3825 N. PINE GROVE AVENUE CHICAGO, IL 60613	CHARLES RACE C/O RITCHIE REALTY & MGMT. 8 SOUTH MICHIGAN CHICAGO, IL 60603	9 94 5,618.40 (46) ***** SPONSOR ***** HELEN SHILLER	5,618.40 91 *****	
92-3-0298	14-21-103-036	629-31 W. SHERIDAN CONDO. ASSN. 629-31 W. SHERIDAN RD. CHICAGO, IL 60613	EVELYN ENBERT 629-31 W. SHERIDAN RD. CHICAGO, IL 60613	7 12 1,038.00 (46) ***** SPONSOR ***** HELEN SHILLER	900.00 91 *****	
92-3-0299	14-21-105-035	PINE GROVE PLAGE INC. 710 W. WAELEND 3700 N. PINE GROVE CHICAGO, IL 60613	TIMOTHY D. WERNER 710 W. WAELEND 3700 N. PINE GROVE CHICAGO, IL 60613	7 13 1,128.00 (46) ***** SPONSOR ***** HELEN SHILLER	975.00 91 *****	

5/20/92

REPORTS OF COMMITTEES

16289

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 VOUCHER REGISTER-----EDIT
 MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	C-ANNUAL	RES. REQUESTED UNITS AMOUNT	PAID AMOUNT
92-3-0300	14-21-106-027	620-622 W. WAVELAND CHICAGO, IL 60613	CARTY JOHNSON 620-622 W. WAVELAND CHICAGO, IL 60613	C-ANNUAL	5 6 1,080.00 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 *****
92-3-0301	14-21-106-028	616-18 W. WAVELAND CHICAGO, IL 60613	RICHARD SANTAMARIA 616-18 W. WAVELAND CHICAGO, IL 60613	C-ANNUAL	4 6 1,272.00 (46) ***** SPONSOR ***** HELEN SHILLER	450.00 91 *****
92-3-0302	14-21-106-034	663 WEST GRACE CONDO. ASSOC. 663 W. GRACE CHICAGO, IL 60613	ALBERTO C. ROMAN C/O ADVOCATE REALTY 4411 N. CLARK ST. CHICAGO, IL 60640	C-ANNUAL	8 80 1,746.88 (46) ***** SPONSOR ***** HELEN SHILLER	1,746.88 91 *****
92-3-0303	14-21-111-010	620-622 W. WAVELAND CHICAGO, IL 60613	WALTER DEIDMOND WOLIN-LEVIN, INC. 505 N. LASALLE CHICAGO, IL 60610	C-ANNUAL	8 61 4,619.64 (46) ***** SPONSOR ***** HELEN SHILLER	4,575.00 91 *****
92-3-0304	14-21-112-010	3500 N. LAKE SHORE DRIVE CO-OPERATIVE APTS., INC. 3500 N. LAKE SHORE DRIVE CHICAGO, IL 60657	JIM SUMNER CO-OPERATIVE APTS., INC. 3500 N. LAKE SHORE DRIVE CHICAGO, IL 60657	C-ANNUAL	8 66 5,672.43 (46) ***** SPONSOR ***** HELEN SHILLER	4,950.00 91 *****
92-3-0305	14-21-301-002	ADISON BLDG. CORPORATION 615-31 WEST ADDISON ST. CHICAGO, IL 60613	MAHLY YACHER 615-31 WEST ADDISON ST. CHICAGO, IL 60613	C-ANNUAL	8 27 2,236.20 (46) ***** SPONSOR ***** HELEN SHILLER	2,025.00 91 *****
92-3-0306	14-21-302-029	710-714 CORNELIA CONDO. ASSN. 710 W. CORNELIA CHICAGO, IL 60657-2409	BRUCE JAHNEL 710 W. CORNELIA CHICAGO, IL 60657-2409	C-ANNUAL	8 9 1,652.40 (46) ***** SPONSOR ***** HELEN SHILLER	675.00 91 *****
92-3-0307	14-21-307-038	554-556 ROSCOE CONDOMINIUM ASSOCIATION 554-556 W. ROSCOE CHICAGO, IL 60657	MICHAEL SWEENEY C/O MICHAEL J. SWEENEY 556 W. ROSCOE #2 CHICAGO, IL 60657	C-ANNUAL	7 6 1,176.00 (44) ***** SPONSOR ***** BERNARD J. HANSEN	450.00 91 *****
92-3-0308	14-21-309-060	656 BUCKINGHAM CONDOMINIUM ASSOCIATION, INC. 656 W. BUCKINGHAM CHICAGO, IL 60657	MARLENE BRUNSFELD C/O MS. MARLENE BRUNSFELD 656 W. BUCKINGHAM CHICAGO, IL 60657	C-ANNUAL	7 6 961.47 (44) ***** SPONSOR ***** BERNARD J. HANSEN	450.00 91 *****
92-3-0309	14-21-310-062	444 W. ALDINE CONDO. ASSN. 444 W. ALDINE CHICAGO, IL 60657	PETER HAAG C/O MR. PETER HAAG 444 W. ALDINE CHICAGO, IL 60657	C-ANNUAL	8 7 1,057.32 (44) ***** SPONSOR ***** BERNARD J. HANSEN	525.00 91 *****

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	PIN	DESCRIPTION	FAYEE	RES. REQUESTED \$ UNITS AMOUNT	PAID AMOUNT
92-3-0310	14-28-109-019	WELLINGTON TOWN HOUSES 404-22 WELLINGTON CHICAGO, IL 60657	ARLEEN COMAN C/O ARLEEN COMAN 3724 WINNETKA ROAD GLENVIEW, IL 60025	6 10 1,704.00 (44) ***** SPONSOR ***** BERNARD J. HANSEN	750.00 91 *****
92-3-0311	14-28-111-054	601-09 WELLINGTON CONDOMINIUM ASSOCIATION 601-09 WELLINGTON CHICAGO, IL 60657	SHERELL SANDS C/O SHERELL SANDS 607 WELLINGTON CHICAGO, IL 60657	6 12 1,188.00 (44) ***** SPONSOR ***** BERNARD J. HANSEN	900.00 91 *****
92-3-0312	14-28-309-031	PARKVIEW TOWER CONDO ASSOC. 2740 N. PINE GROVE CHICAGO, IL 60614	MICHAEL LEVINE LEASING & MANAGEMENT CO. INC. 4026 N FULASKI CHICAGO, IL 60614	8 150 5,586.16 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	5,586.16 91 *****
92-3-0313	14-28-317-058	510 W. FULLERTON CONDO.ASSOC. 510 W.FULLERTON CHICAGO, IL 60614	MARVIN LEVIN C/O KATZ REALTY 401 W. FULLERTON PARKWAY CHICAGO, IL 60614	7 48 1,208.55 (46) ***** SPONSOR ***** HELEN SHILLER	1,208.55 91 *****
92-3-0314	14-29-210-042	THE STEEPLES CONDO. ASSN. 1017-21 W. BARRY CHICAGO, IL 60657	RICHARD LILLIE C/O ANDERSEN & LILLIE 7001 N. CLARK ST. - SUITE 215 CHICAGO, IL 60626	3 6 562.00 (44) ***** SPONSOR ***** BERNARD J. HANSEN	450.00 91 *****
92-3-0315	14-29-222-035	823-25 W. OAKDALE CONDOMINIUM ASSOCIATION 823-25 W. OAKDALE ST. CHICAGO, IL 60657	KENT HOFFMANN 823-25 W. OAKDALE CONDO.ASSN. 823 W. OAKDALE ST. CHICAGO, IL 60657	6 10 1,310.00 (44) ***** SPONSOR ***** BERNARD J. HANSEN	750.00 91 *****
92-3-0316	14-29-302-024	PARK LANE TOWNHOME CONDO.ASSN. 2700 N. SOUTHFORT CHICAGO, IL 60614	TERRI OPPENHUIS C/O ATLANTIS REALTY 222 W. ONTARIO ST. CHICAGO, IL 60610	2 86 6,222.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	6,222.00 91 *****
92-3-0317	14-29-312-044	WRIGHTWOOD COURT TOWNHOME ASSOCIATION 1443-45 W. WRIGHTWOOD CHICAGO, IL 60614	WENDY ASSELIN C/O WENDY ASSELIN 1443-A W. WRIGHTWOOD CHICAGO, IL 60614	5 29 2,534.78 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	2,175.00 91 *****
92-3-0318	14-29-315-094	PIANO FACTORY CONDO ASSC. 2501 N. WAYNE CHICAGO, IL 60614	FRED COOPERMAN C/O FRED COOPERMAN 2501 N. WAYNE UNIT 16 CHICAGO, IL 60614	2 22 1,140.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	1,140.00 91 *****
92-3-0319	14-29-413-046	WRIGHTWOOD-DAYTON CONDO. ASSN. 836 W. WRIGHTWOOD CHICAGO, IL 60614	JEAN COOPER 836 W. WRIGHTWOOD CHICAGO, IL 60614	4 15 2,325.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	1,125.00 91 *****

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	PIN	DESCRIPTION	PAYEE	RES. REQUESTED # UNITS	AMOUNT	PAID AMOUNT
92-3-0320	14-32-124-001	SOUTH-WEB CONDOMINIUM ASSN. 2151-53 N. SOUTHPORT CHICAGO, IL 60614	KATHY TUTTLE 2151-53 N. SOUTHPORT CHICAGO, IL 60614	2 11	1,116.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	825.00 91 *****
92-3-0321	14-32-414-071	WILLOW DAYTON CONDO ASSC. 1820 N. DAYTON CHICAGO, IL 60620	LENNIS MATHEWS C/O DENNIS MATHEWS 1820 N. DAYTON CHICAGO, IL 60620	1 16	2,568.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	1,200.00 91 *****
92-3-0322	14-33-102-039	FULLERTON-GENEVA CONDO. ASSN. 601-07 W. FULLERTON 2346-50 N. GENEVA TERRACE CHICAGO, IL 60614	DIANE HERRERT C/O PALORMO REALTY, INC. 734 W. FULLERTON PKWY CHICAGO, IL 60614	3 19	1,808.10 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	1,425.00 91 *****
92-3-0323	14-33-109-043	WEBSTER PARK CONDO. ASSN. 636 W. WEBSTER CHICAGO, IL 60614	RICHARD E. LILLIE C/O ANDERSEN & LILLIE 7001 N. CLARK ST. #215 CHICAGO, IL 60626	6 16	709.78 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	709.78 91 *****
92-3-0324	14-33-114-048	2201 NORTH CLEVELAND CONDO. ASSOCIATION, INC. 2201 N. CLEVELAND CHICAGO, IL 60614	RICHARD LILLIE C/O ANDERSEN & LILLIE 7001 N. CLARK STREET-SUITE 215 CHICAGO, IL 60626-2458	8 29	1,726.40 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	1,726.40 91 *****
92-3-0325	14-33-206-004	BRETTON PLACE CONDOMINIUM ASSN. 2145 N. CLARK ST. CHICAGO, IL 60614	SUSANNE SOVA 2145 N. CLARK ST. CHICAGO, IL 60614	5 8	943.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	600.00 91 *****
92-3-0326	14-33-300-099	FACTORY CONDOMINIUM ASSN. 1855 N. HALSTED CHICAGO, IL 60614	DIANE HERBERT C/O PALORMO REALTY 734 W. FULLERTON PARKWAY CHICAGO, IL 60614	7 11	967.56 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	825.00 91 *****
92-3-0327	14-33-301-107	1875 BURLING CONDOMINIUM ASSN. 1875 N. BURLING CHICAGO, IL 60614	THOMAS MCCUE C/O THOMAS A MCCUE 1875 N. BURLING CHICAGO, IL 60614	7 6	996.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	450.00 91 *****
92-3-0328	14-33-417-033	WELLS STREETS STUDIOS CONDO. ASSOCIATION 1734 N. WELLS ST. CHICAGO, IL 60614	MARION FERRY C/O MARION FERRY 1734 N. WELLS ST. CHICAGO, IL 60614	7 10	1,800.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	750.00 91 *****
92-3-0329	14-33-422-068	AMERICANA TOWERS CONDOMINIUM 1436 N. WELLS STREET CHICAGO, IL 60614	ANGELA SEVERINO 1436 N. WELLS STREET CHICAGO, IL 60614	7 420	13,040.00 (43) ***** SPONSOR ***** EDWIN W.. EISENDRATH	13,040.00 91 *****

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED UNITS	PAID AMOUNT
92-3-0330	14-33-422-069	EUGENIE LANE CONDOMINIUM ASSN. 235 W. EUGENIE CHICAGO, IL 60614	ROBERT BLOCK C/O ROBERT BLOCK CHICAGO, IL 60614	7 24 2,625.22 (43) ***** SPONSOR ***** EDWIN W.. EISENKRATH	1,800.00 91 ***** *****
92-3-0331	17-03-102-013	1411 STATE PARKWAY CONDO. ASSN. 1411 N. STATE PARKWAY CHICAGO, IL 60611	JOHN NAGY C/O IOWNS, MOHL AND COMPANY 100 W. MONROE ST. CHICAGO, IL 60603	7 15 2,483.15 (43) ***** SPONSOR ***** EDWIN W.. EISENKRATH	1,125.00 91 ***** *****
92-3-0332	17-03-102-034	1419 N. STATE PARKWAY CONDO. ASSOC. 1419 N. STATE PARKWAY CHICAGO, IL 60611	JOHN NAGY C/O IOWNS, MOHL AND CO. 100 W. MONROE ST. CHICAGO, IL 60603	7 26 2,225.40 (43) ***** SPONSOR ***** EDWIN W.. EISENKRATH	1,950.00 91 ***** *****
92-3-0333	17-03-103-028	LAKE SHORE CONDOMINIUM ASSN. 1440 LAKE SHORE DRIVE CHICAGO, IL 60610	SANDRA JONES C/O SANDRA JONES 1440 LAKE SHORE DRIVE CHICAGO, IL 60610	7 230 2,580.00 (43) ***** SPONSOR ***** EDWIN W.. EISENKRATH	2,580.00 91 ***** *****
92-3-0334	17-03-111-055	1242 LAKE SHORE DRIVE CORP. 1242 N. LAKE SHORE DRIVE CHICAGO, IL 60611	VIRGINIA STAUS C/O LATHOMAS & CO. 15 EAST SUPERIOR CHICAGO, IL 60611	11 35 8,128.80 (42) ***** SPONSOR ***** BURTON F. NATARUS	2,625.00 91 ***** *****
92-3-0335	17-03-112-032	MCCONNELL APTS. CONDO. ASSN. 1210 ASTOR STREET CHICAGO, IL 60610	R.R. McMAHAN C/O R. R. McMAHAN 1210 ASTOR STREET CHICAGO, IL 60610	6 15 4,455.60 (42) ***** SPONSOR ***** BURTON F. NATARUS	1,125.00 91 ***** *****
92-3-0336	17-03-211-032	MICHIGAN PLACE CONDO ASSC. 110 E. DELAWARE CHICAGO, IL 60611	ELIZABETH WARD ASSC. 110 E. DELAWARE CHICAGO, IL 60611	1 68 5,482.00 (42) ***** SPONSOR ***** BURTON F. NATARUS	5,100.00 91 ***** *****
92-3-0337	17-06-315-040	HOYNE CONDOMINIUM HOMES 1021-23 N. HOYNE CHICAGO, IL 60622	MARY FAT O'BRIEN 1021-23 N. HOYNE CHICAGO, IL 60622	8 6 976.86 (32) ***** SPONSOR ***** TERRY M.. GARINSKI	450.00 91 ***** *****
92-3-0338	19-09-310-069	AHERLOW CONDOMINIUM ASSOC. 5822- 24 S. ARCHER AVENUE CHICAGO, IL 60638	FRAN SALVI C/O HOUSE OF REALTY 6463 N. CICERO AVENUE LINCOLNWOOD, IL 60646	7 8 609.48 (23) ***** SPONSOR ***** JAMES J. LASKI	600.00 91 ***** *****
92-3-0339	19-14-328-042	AFFLEWAY CONDOMINIUMS 3940 W. 63RD STREET CHICAGO, IL 60629	ANDREW CHRISTOPHERSEN C/O ANDREW CHRISTOPHERSEN 3940 W. 63RD STREET UNIT #3 CHICAGO, IL 60629	7 6 600.00 (13) ***** SPONSOR ***** JOHN S. MADRZYK	450.00 91 ***** *****

5/20/92

REPORTS OF COMMITTEES

16293

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER-----EDIT
MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** FAYEE *****	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
92-3-0340	19-19-208-044	6740 W. 64TH PLACE CORPORATION CHICAGO, IL 60638	HERBERT HOEFLINGER C/O HERBERT HOEFLINGER 6740 W. 64TH PLACE - UNIT 3W CHICAGO, IL 60638	7 6 532.00 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00 91 *****
92-3-0341	19-19-209-043	6632 WEST 64TH PLACE CORP. 6632 WEST 64TH PLACE CHICAGO, IL 60638	THOMAS MUTH C/O MR. THOMAS MUTH 6632 WEST 64TH PLACE CHICAGO, IL 60638	7 6 732.00 (23) ***** SPONSOR ***** JAMES J. LASKI	450.00 91 *****
92-3-0342	19-34-430-043	4046 W. 87TH ST. CONDO. ASSN. 4046 W. 87TH ST. CHICAGO, IL 60652	MARIE EISENER C/O MARIE V. GALLELLI 4046 W. 87TH ST. CHICAGO, IL 60652	3 6 617.50 (18) ***** SPONSOR ***** THOMAS W. MURPHY	450.00 91 *****
92-3-0343	19-34-430-045	4036 W. 87TH ST. CONDO. ASSOC 4036 W. 87TH STREET CHICAGO, IL 60652	ANTHONY GAGLIANO 4036 W. 87TH STREET CHICAGO, IL 60652	8 6 672.00 (18) ***** SPONSOR ***** THOMAS W. MURPHY	450.00 91 *****
92-3-0344	20-12-114-043	5457-59 HYDE PARK CONDOMINIUM ASSOCIATION 5457-59 S. HYDE PARK BLVD. CHICAGO, IL 60615	CHING LAN TENG ASSOCIATION 5457-59 S. HYDE PARK BLVD. CHICAGO, IL 60615	7 6 888.00 (05) ***** SPONSOR ***** LAWRENCE S BLOOM	450.00 91 *****
92-3-0345	20-12-114-051	5463-65 S. HYDE PARK CONDO. ASSOCIATION 5463-65 S. HYDE PARK BLVD. CHICAGO, IL 60615	AMIEL FRECHOVICH ASSOCIATION 5463-65 S. HYDE PARK BLVD. CHICAGO, IL 60615	6 6 888.00 (05) ***** SPONSOR ***** LAWRENCE S BLOOM	450.00 91 *****
92-3-0346	20-13-102-022	5537-39 HYDE PARK CONDOMINIUM 5539 S. HYDE PARK CHICAGO, IL 60637	SUSAN BEAL C/O SUSAN BEAL 5537 S. HYDE PARK CHICAGO, IL 60637	3 6 2,281.20 (05) ***** SPONSOR ***** LAWRENCE S BLOOM	450.00 91 *****
92-3-0347	20-14-106-031	5510 WOODLAWN CONDO. 5510-14 50. WOODLAWN AVE. CHICAGO, IL 60637	KEN FRIEDLANDER 5510-14 SO. WOODLAWN AVE. CHICAGO, IL 60637	4 21 1,844.40 (05) ***** SPONSOR ***** LAWRENCE S BLOOM	1,575.00 91 *****
92-3-0348	20-24-401-025	6701 S. CHAPPEL CONDOMINIUM ASSOCIATION 6701 S. CHAPPEL CHICAGO, IL 60649	SHIRLEY GREENE C/O SHIRLEY GREENE 6701 S. CHAPPEL CHICAGO, IL 60649	7 8 972.00 (05) ***** SPONSOR ***** LAWRENCE S BLOOM	600.00 91 *****
92-3-0349	20-25-213-026	7206-08 SOUTH YATES CONDO ASSOCIATION 7206-08 S. YATES CHICAGO, IL 60649	VIVIAN GREEN ASSOCIATION 7206-08 S. YATES CHICAGO, IL 60649	7 6 660.00 (05) ***** SPONSOR ***** LAWRENCE S BLOOM	450.00 91 *****

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 VOUCHER REGISTER-----EDIT
 MEETING DATE 5/20/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	PIN	DESCRIPTION	PAYEE	RES. UNITS	REQUESTED AMOUNT	PAID AMOUNT
92-3-0350	40-20-118-046	MAGNOLIA--GRACE CONDOMINIUM ASSOCIATION 1221 W. GRACE STREET CHICAGO, IL 60613	BEATRICE VILLAR C/O BEATRICE VILLAR 1221 W. GRACE STREET CHICAGO, IL 60613	7 12	651.00 (44)	651.00 91

***** SPONSOR *****
BERNARD J. HANSEN

(Continued from page 16274)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 Account No. 314-99-2005-9128-9128:

[List of claimants printed on pages 16296
through 16312 of this Journal.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEMER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABELL, FANNIE	17-03-202-161-1089	42 NATARUS	50.00
ABRAHAM, NOELLA M.	10-36-100-015-1145	50 STONE	50.00
ACEBO, RICHARD C.	12-24-424-037-1002	36 BANKS	50.00
ACKERMAN, PAUL	10-36-100-015-1023	50 STONE	50.00
ADELSTEIN, IDA	10-36-119-003-1022	50 STONE	50.00
ADELSTEIN, IDA	14-21-101-035-1087	46 SHILLER	50.00
ADLER, LAWRENCE	14-21-110-020-1136	46 SHILLER	50.00
ALBRECHT, SIDNEY J.	10-36-100-011-1003	50 STONE	50.00
ALESSI, GISA	12-24-424-037-1010	36 BANKS	50.00
ALEXA, GERALDINE M	13-31-115-024-1021	36 BANKS	50.00
ALEXANDER, MENDA	10-36-118-005-1122	50 STONE	50.00
ALLSWANG, HARRY	10-36-100-015-1040	50 STONE	50.00
ANSEL, MOLLIE	14-21-101-034-1243	46 SHILLER	50.00
ANDERSON, EUGENE L.	11-31-114-022-1011	50 STONE	50.00
ANDERSON, FLORENCE M.	17-09-410-014-1217	42 NATARUS	50.00
ANDRICH, LUCILLE G.	13-17-117-038-1002	38 CULLERTON	50.00
ANGEL, ROSLYN	14-21-110-020-1268	46 SHILLER	50.00
APPEL, RUTH F.	10-36-118-005-1221	50 STONE	50.00
ARNOLD, ANNA R.	10-36-118-005-1079	50 STONE	50.00
ARONSON, FAE	14-21-110-020-1065	46 SHILLER	50.00
ASNA, KATHERINE	14-28-322-038-1221	43 EISENDRATH	50.00
AUGUSTYN, EDWARD H.	10-31-409-062-1008	41 DOHERTY	50.00
BACHRACH, LEO A.	10-36-118-005-1199	50 STONE	50.00
BAHRMASEL, MARTHA	10-36-100-011-1172	50 STONE	50.00
BALDERMAN, LEO	10-36-100-015-1183	50 STONE	50.00
BALIKOV, HAROLD & ESTHER	17-03-202-063-1020	42 NATARUS	50.00
BANAYAN, SHAWSI	17-03-200-063-1019	42 NATARUS	50.00
BARA, BERTHA	19-20-101-067-1004	23 LASKI	50.00
BARASA, LAURENCE	17-03-201-068-1048	42 NATARUS	50.00
BARBATO, FLORENCE A.	10-36-100-011-1175	50 STONE	50.00
BARNETT, ESTELLE S	14-21-111-007-1326	46 SHILLER	50.00
BARR, EILEEN V.	19-09-409-061-1007	23 LASKI	50.00
BARRIS, LUCILLE	13-06-110-050-1004	41 DOHERTY	50.00
BARSKY, ANNETTE	10-36-100-011-1244	50 STONE	50.00
BARTOLD, ARTHUR A.	13-20-109-045-1008	38 CULLERTON	50.00
BARTON, FRANK & FRIEDA	10-36-119-003-1083	50 STONE	50.00
BASKIN, ROBERT	10-36-100-015-1018	50 STONE	50.00
BASKOVITZ, DIANA	10-36-119-003-1037	50 STONE	50.00
BASS, ISABELLE	17-03-111-005-0000	42 NATARUS	50.00
BAUM, HILDA	10-36-118-005-1037	50 STONE	50.00
BEAVER, EILEEN N.	17-09-410-014-1002	42 NATARUS	50.00
BECKER, PEARL	10-36-118-005-1032	50 STONE	50.00
BECKER, SADIE	10-36-119-003-1025	50 STONE	50.00
BECKER, SARAH	14-21-111-007-1200	46 SHILLER	50.00
BEHLING, DOROTHY M.	9-36-419-106-1017	41 DOHERTY	50.00
BEHR, AL L.	10-36-119-003-1053	50 STONE	50.00
BELLOWS, JOHN G.	17-03-202-061-1021	42 NATARUS	50.00
BERGER, BESSIE E.	10-36-118-005-1197	50 STONE	50.00
BERGER, NATHAN	10-36-119-003-1108	50 STONE	50.00
BERGMAN, RALPH A	17-03-214-014-1163	42 NATARUS	50.00
BERKERY, JOHN	14-21-111-007-1442	46 SHILLER	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BERKLEY, BESS A.	10-36-118-005-1116	50 STONE	50.00
BERKOWITZ, JEANNE G.	10-36-119-003-1057	50 STONE	50.00
BERNDOVER, MOLLIE	10-36-100-015-1211	50 STONE	50.00
BERNSTEIN, SIDNEY M.	10-36-118-005-1226	50 STONE	50.00
BERRIS, JOSEPHINE	13-01-122-036-1028	40 O'CONNOR	50.00
BERS, LILLIAN K.	10-36-118-005-1150	50 STONE	50.00
BESKIN, SIDNEY	14-21-110-020-1071	46 SHILLER	50.00
BIALIC, GENEVIEVE	19-18-302-074-1026	23 LASKI	50.00
BIBIKES, BESSIE Z.	12-11-102-068-1037	41 DOHERTY	50.00
BIGGS, ANNE I	19-23-308-041-1009	13 MADRZYK	50.00
BILSKY, MOSES	17-10-200-068-1146	42 NATARUS	50.00
BISCIELLA, ANGELO	17-09-410-014-1682	42 NATARUS	50.00
BLAU, SAM J.	17-03-202-063-1142	42 NATARUS	50.00
BLEEKMAN, LENORE	14-21-111-007-1676	46 SHILLER	50.00
BLOCK, IRENE	10-36-119-003-1144	50 STONE	50.00
BLONDER, ROSALIE	10-36-100-015-1137	50 STONE	50.00
BLOOM, HILDERED L.	10-36-100-011-1026	50 STONE	50.00
BLUM, LILLIAN	10-36-118-005-1118	50 STONE	50.00
BLUMBERG, ELLIOTT	17-03-202-061-1126	42 NATARUS	50.00
BLUMBERG, RUTH H	17-03-202-061-1030	42 NATARUS	50.00
BOEHM, NATHAN	17-03-202-061-1091	42 NATARUS	50.00
BOLL, WALTER L.	10-36-118-005-1078	50 STONE	50.00
BOOKSTEIN, GULDY	10-36-119-003-1079	50 STONE	50.00
BOWDEN, HELEN	12-24-100-111-1006	38 CULLERTON	50.00
BOMER, JEANNE	17-03-214-014-1071	42 NATARUS	50.00
BRAND, ESTELLE M.	17-09-410-014-1481	42 NATARUS	50.00
BRANDWEIN, HERBERT	14-21-110-020-1448	46 SHILLER	50.00
BRAVERMAN, FLORENCE S.	10-36-100-011-1174	50 STONE	50.00
BREYER, ADELE S.	10-36-118-005-1030	50 STONE	50.00
BRIESKE, MARY	12-01-401-039-1008	41 DOHERTY	50.00
BRODSKY, RAYMOND D.	10-36-100-011-1212	50 STONE	50.00
BRODSKY, SYLVIA	10-36-100-015-1112	50 STONE	50.00
BROTHMAN, MINNIE	14-21-111-007-1060	46 SHILLER	50.00
BROWN, EVA G.	10-36-118-005-1035	50 STONE	50.00
BROWN, FREDRIC D.	10-36-118-005-1082	50 STONE	50.00
BROWN, ROBERT E.	10-36-100-015-1141	50 STONE	50.00
BROWNSTEIN, ROBERT	10-36-119-003-1038	50 STONE	50.00
BRUCH, GERSTON	10-36-118-005-1191	50 STONE	50.00
BRUGGER, ROBERT	9-36-425-053-1007	41 DOHERTY	50.00
BRUND, BERNICE	13-17-107-195-1012	38 CULLERTON	50.00
BRZEZLINSKI, STANLEY	13-17-117-038-1009	38 CULLERTON	50.00
BRZOSTKO, JEAN E.	12-24-100-111-1020	38 CULLERTON	50.00
BRZOSTOWSKI, STELLA	19-20-101-067-1007	23 LASKI	50.00
BUCKMAN, MORRIS	10-36-100-015-1034	50 STONE	50.00
BUDNITSKY, MINNIE	10-36-100-015-1163	50 STONE	50.00
BUKOWSKI, EUGENIA	10-31-409-062-1028	41 DOHERTY	50.00
BURNSTEIN, EVELYN	10-36-119-003-1070	50 STONE	50.00
BUSH, HAROLD	17-03-227-018-1084	42 NATARUS	50.00
BUTLER, IDA	10-36-100-011-1063	50 STONE	50.00
BYRON, PAULINE	10-36-100-011-1099	50 STONE	50.00
CABAJ, TEOFIL	13-20-105-049-1007	38 CULLERTON	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
CADITZ, REBECCA	14-21-111-007-1706	46 SHILLER	50.00
CALPIN, LORETTA	19-18-302-074-1034	23 LASKI	50.00
CAMPBELL, MARY	10-32-128-012-0000	41 DOHERTY	50.00
CARMEL, MELVIN	14-21-111-007-1509	46 SHILLER	50.00
CHADEN, CHARLES B.	10-36-118-005-1096	50 STONE	50.00
CHAIKEN, LILLIAN	10-36-100-011-1077	50 STONE	50.00
CHAIKOVITZ, LILLIAN	10-36-319-031-1003	50 STONE	50.00
CHANESS, DENA H.	10-36-118-005-1136	50 STONE	50.00
CHATZ, TERRY	14-21-111-007-1648	46 SHILLER	50.00
CHILL, SAM	10-36-311-042-1004	50 STONE	50.00
CHISS, DORIS	10-36-311-043-1003	50 STONE	50.00
CHITTY, THAIS	12-11-102-068-1018	41 DOHERTY	50.00
CIESLOWSKI, JOSEPHINE	12-24-100-111-1022	38 CULLERTON	50.00
CIHN, ROSALINE	17-03-202-061-1070	42 NATARUS	50.00
CLODBECK, GLORIA	10-36-100-015-1117	50 STONE	50.00
COBB, BERTHA	20-30-428-057-1005	18 MURPHY	50.00
COE, IDA	17-03-207-061-1086	42 NATARUS	50.00
COHAN, FRANCES F.	10-36-100-011-1181	50 STONE	50.00
COHEN, ADA	14-21-101-034-1558	46 SHILLER	50.00
COHEN, BESSIE	10-36-100-011-1214	50 STONE	50.00
COHEN, CLARA	10-36-118-005-1228	50 STONE	50.00
COHEN, ELSIE A.	10-36-118-005-1084	50 STONE	50.00
COHEN, IRVING & SALLY	10-36-119-003-1116	50 STONE	50.00
COHEN, PEARL J.	10-36-100-011-1039	50 STONE	50.00
COHEN, REEVA	14-21-110-020-1048	46 SHILLER	50.00
COHEN, SYLVIA	14-21-111-007-1595	46 SHILLER	50.00
COLANGELO, THERESA	17-10-122-022-1243	42 NATARUS	50.00
COLE, MORTON	17-10-122-022-1441	42 NATARUS	50.00
COLLIAS, GUST	10-31-409-060-1012	41 DOHERTY	50.00
COLLIER, LEONA	13-06-110-050-1042	41 DOHERTY	50.00
COLLINS, SHIRLEY J.	10-36-100-011-1184	50 STONE	50.00
COLONNA, MARY	13-06-110-050-1020	41 DOHERTY	50.00
CONROE, RUTH H.	17-09-410-014-1633	42 NATARUS	50.00
CONROY, CHARLES J.	19-09-410-014-1375	42 NATARUS	50.00
COOPER, BERNARD H.	17-03-214-014-1007	42 NATARUS	50.00
COOPER, LEAH	14-21-111-007-1592	46 SHILLER	50.00
COOPER, SARAH	10-36-100-011-1222	50 STONE	50.00
CORN, ALBERT A.	10-36-100-015-1130	50 STONE	50.00
CORNELIUS, NELSON D.	17-03-201-068-1018	42 NATARUS	50.00
CORORVE, SYLVIA S.	10-36-118-005-1024	50 STONE	50.00
CORZINE, BERNADENE	17-09-410-014-1592	42 NATARUS	50.00
COWIE, EILEEN	10-31-409-062-1014	41 DOHERTY	50.00
CRELMAN, RUTH	14-21-111-007-1364	46 SHILLER	50.00
CUTLER, LILLIAN A.	10-36-218-043-1003	50 STONE	50.00
CUTLER, ROSE	10-36-119-003-1090	50 STONE	50.00
DAICHES, IRVING	10-36-100-015-1115	50 STONE	50.00
DALY, ALICE M.	19-23-308-041-1008	13 MADZYK	50.00
DAMATA, LAURA	9-36-108-057-1001	41 DOHERTY	50.00
DAPIN, MARIAN	14-21-111-007-1116	46 SHILLER	50.00
DE VITO, ALFRED	14-21-110-020-1458	46 SHILLER	50.00
DEGANN, CATHERINE M.	17-09-410-014-1623	42 NATARUS	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
DELEON, MERCEDES	14-21-101-034-1412	46 SHILLER	50.00
DELONE, CLAIRE	10-36-118-005-1203	50 STONE	50.00
DENNEN, CHARLOTTE	14-21-111-007-1161	46 SHILLER	50.00
DESNET, LIBBIE	14-21-101-034-1633	46 SHILLER	50.00
DI CRISTOFANO, OLIVER	13-31-115-024-1019	36 BANKS	50.00
DIAMOND, HELEN	10-36-100-015-1179	50 STONE	50.00
DIAMOND, SHIRLEY	10-36-100-015-1172	50 STONE	50.00
DIDONENICO, MARIE	14-28-322-038-1075	43 EISENDRATH	50.00
DOLPH, JANE	14-21-101-034-1185	46 SHILLER	50.00
DOPTCHAY, WILLI	17-09-410-014-1583	42 NATARUS	50.00
DORFMAN, ANN	10-36-100-015-1190	50 STONE	50.00
DRAPEKIN, MARION I.	17-10-122-022-1087	42 NATARUS	50.00
DUBIN, FREDA	10-36-119-003-1113	50 STONE	50.00
DUBINSKY, LED	10-36-100-015-1059	50 STONE	50.00
DUCHEN, SAMUEL J.	10-36-100-015-1176	50 STONE	50.00
DUDA, HELEN	9-36-108-057-1006	41 DOHERTY	50.00
DUNN, LOUIS	10-36-100-015-1071	50 STONE	50.00
DURCHSLAG, HARRIET	14-21-101-034-1104	46 SHILLER	50.00
DURKACZ, EMILIA	12-24-424-037-1012	36 BANKS	50.00
DUSHKIN, GALLA A.	10-36-119-003-1071	50 STONE	50.00
EDELSTEIN, ISADORE	10-36-118-005-1183	50 STONE	50.00
EILER, ELIZABETH	12-24-424-037-1001	36 BANKS	50.00
EINHINDER, SHIRLEY	14-21-110-020-1023	46 SHILLER	50.00
EINHORN, GRACE	14-21-110-020-1480	46 SHILLER	50.00
EINHORN, THERESA	14-21-110-020-1099	46 SHILLER	50.00
EISEMAN, ANNE	10-36-119-003-1166	50 STONE	50.00
EISENBERG, LEONE	10-36-119-003-1073	50 STONE	50.00
EISENSTEIN, JOSEPH	10-36-100-015-1094	50 STONE	50.00
ELLIS, DANIEL	10-36-118-005-1178	50 STONE	50.00
ELLISON, IRMGARD R.	10-36-100-011-1030	50 STONE	50.00
ELVEY, ROSE	14-21-111-007-1082	46 SHILLER	50.00
ENGLE, CHARLES A	17-09-410-014-1163	42 NATARUS	50.00
EPSTEIN, ALLAN E.	17-03-202-063-1136	42 NATARUS	50.00
EPSTEIN, JOAN H.	17-03-201-076-1002	42 NATARUS	50.00
EPSTEIN, SADIE	10-36-118-005-1083	50 STONE	50.00
EPSTEIN, SARA	10-36-118-005-1179	50 STONE	50.00
EPSTEIN, SOLOMON	14-21-111-007-1462	46 SHILLER	50.00
ESSIG, DORTHY J.	17-09-410-014-1347	42 NATARUS	50.00
EVERETT, LEONARD	17-03-227-018-1016	42 NATARUS	50.00
FAENNRICH, HENRIETTA B	13-17-107-194-1007	38 CULLERTON	50.00
FAIGEN, NAOMI	10-36-118-005-1175	50 STONE	50.00
FEFER, LEON	10-36-118-005-1200	50 STONE	50.00
FEINHANDLER, HELEN W.	10-36-118-005-1170	50 STONE	50.00
FEINSTEIN, JACK J	10-36-100-015-1187	50 STONE	50.00
FELDMAN, HYMAN	10-36-100-015-1167	50 STONE	50.00
FELDSTEIN, HAROLD	10-36-100-015-1171	50 STONE	50.00
FELIX, LIBBY	14-21-111-007-1494	46 SHILLER	50.00
FELLERMAN, SHERRELL	10-36-118-005-1062	50 STONE	50.00
FELLIN, MILDRED F.	10-36-119-003-1007	50 STONE	50.00
FELSENTHAL, JEROME	14-21-110-020-1559	46 SHILLER	50.00
FERENCI, MAX	10-36-119-003-1139	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEMER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
FERRUCCI, ANTHONY P JR.	14-21-111-007-1475	46 SHILLER	50.00
FERT, IDL	10-36-100-011-1070	50 STONE	50.00
FFIGEN, FRANK	17-10-122-022-1020	42 NATARUS	50.00
FIERER, LUCY	10-36-119-003-1015	50 STONE	50.00
FIGUEROA, CATHERINE H.	17-10-122-022-1458	42 NATARUS	50.00
FILERMAN, PEGGY	10-36-119-003-1157	50 STONE	50.00
FINAN, EDWARD C	14-21-111-007-1512	46 SHILLER	50.00
FIORE, ROSE A.	12-11-310-070-1026	41 DOHERTY	50.00
FISCHER, RUTH S.	17-22-317-019-0000	42 NATARUS	50.00
FISHER, ELMER	10-36-100-011-1234	50 STONE	50.00
FISHMAN, SALLY	10-36-118-005-1239	50 STONE	50.00
FITZGERALD, JUNE G	14-21-101-034-1048	46 SHILLER	50.00
FLEISHMAN, BEN	10-36-119-003-1137	50 STONE	50.00
FLOYD, DORIS F.	20-24-322-020-1003	05 BLOOM	50.00
FONTANO, CAMILLE	12-23-224-043-1005	36 BANKS	50.00
FORD, PHYLLIS M.	17-10-122-022-1036	42 NATARUS	50.00
FOSTER, BLANCHE M.	17-09-410-014-1335	42 NATARUS	50.00
FOSTER, RUTH	14-21-110-020-1440	46 SHILLER	50.00
FOX, NOAH J.	10-36-118-005-1231	50 STONE	50.00
FRANKEL, LEDNA	10-36-118-005-1067	50 STONE	50.00
FRANKLIN, BESSIE	10-36-100-011-1093	50 STONE	50.00
FRAZER, WILLIAM H.	17-09-410-014-1196	42 NATARUS	50.00
FREDERICKSEN, SHIRLEY M	13-06-110-050-1037	41 DOHERTY	50.00
FRIEDMAN, BELLE	10-36-119-002-1077	50 STONE	50.00
FURIE, LEO M.	10-36-100-015-1162	50 STONE	50.00
GAHAN, ELEANOR M.	17-09-410-014-1733	42 NATARUS	50.00
GALLAGHER, EDWARD M	19-19-209-044-1002	23 LASKI	50.00
GALOWICH, LEAH R.	17-03-214-014-1131	42 NATARUS	50.00
GALTER, FLAVIA	10-36-119-003-1089	50 STONE	50.00
GAMA-LOBO, ROSE	10-36-119-003-1069	50 STONE	50.00
GARDER, HARRY	10-36-119-003-1066	50 STONE	50.00
GARVEY, SADIE	10-36-119-003-1182	50 STONE	50.00
GASSNER, IRVING H.	10-36-100-015-1091	50 STONE	50.00
GENESEN, LOUIS	17-03-214-014-1190	42 NATARUS	50.00
GENS, HENERY	12-23-224-043-1004	36 BANKS	50.00
GIANNOTTI, GIOVANNA	13-17-107-194-1019	38 CULLERTON	50.00
GILMAN, SALLY	10-36-119-003-1161	50 STONE	50.00
GITLER, ARTHUR	10-36-119-003-1033	50 STONE	50.00
GLICKMAN, LUCILLE K.	10-36-119-003-1006	50 STONE	50.00
GOEDMANN, ROBERT F.	13-06-110-050-1044	41 DOHERTY	50.00
GOLAN, BERTHA	10-36-100-015-1024	50 STONE	50.00
GOLD, BENJAMIN	10-36-119-003-1043	50 STONE	50.00
GOLDBERG, BESSIE	10-36-100-011-1020	50 STONE	50.00
GOLDBERG, DONALD	10-36-100-011-1053	50 STONE	50.00
GOLDBERG, GUSTA G	14-21-110-020-1258	46 SHILLER	50.00
GOLDBERG, MARIAN	10-36-119-003-1105	50 STONE	50.00
GOLDBERG, RUTH L.	10-36-118-005-1128	50 STONE	50.00
GOLDBERG, SYLVIA	10-36-118-005-1201	50 STONE	50.00
GOLDBERG, WILLIAM J.	17-03-202-061-1061	42 NATARUS	50.00
GOLDMAN, ESTHER D.	10-36-119-003-1045	50 STONE	50.00
GOLDMAN, IDA B.	14-06-201-011-1003	50 STONE	50.00

5/20/92

REPORTS OF COMMITTEES

16301

 COMMITTEE ON FINANCE
 SMALL CLAIMS, CITY OF CHICAGO
 SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
GOLDMAN, LEAH S.	10-36-100-011-1161	50 STONE	50.00
GOLDMAN, SHIRLEY	10-36-118-005-1272	50 STONE	50.00
GOLDMAN, SYLIA	10-36-100-011-1035	50 STONE	50.00
GOLDSTEIN, ETHEL	10-36-118-005-1054	50 STONE	50.00
GOLDSTEIN, IRVING	14-21-111-007-1021	46 SHILLER	50.00
GOLDSTEIN, KLARA	10-36-100-011-1084	50 STONE	50.00
GOLDSTEIN, LEE	17-03-200-063-1127	42 NATARUS	50.00
GOLDSTEIN, LIBBY	14-21-110-020-1438	46 SHILLER	50.00
GOLDSTEIN, ROBERT H.	10-36-100-011-1194	50 STONE	50.00
GOLDSTEIN, ROSE L.	10-36-100-011-1130	50 STONE	50.00
GOLDSTEIN, RUTH	10-36-218-043-1021	50 STONE	50.00
GOLDSTEIN, SYLVIA	17-03-207-061-1076	42 NATARUS	50.00
GOLOMB, SAMUEL J.	10-36-118-005-1108	50 STONE	50.00
GOLUB, SYLVIA S.	10-36-118-005-1157	50 STONE	50.00
GOOD, GEORGE	14-21-111-007-1042	46 SHILLER	50.00
GOODMAN, ALVIN L.	10-36-100-011-1060	50 STONE	50.00
GOODMAN, SALLY	14-21-111-007-1614	46 SHILLER	50.00
GOODMAN, SAMUEL	17-03-201-069-1002	42 NATARUS	50.00
GORDON, ARTHUR	17-03-214-014-1109	42 NATARUS	50.00
GORDON, EDWARD	10-36-119-003-1056	50 STONE	50.00
GORDON, LILLIAN	10-36-100-011-1147	50 STONE	50.00
GORDON, MAYER L.	10-36-118-005-1154	50 STONE	50.00
GORMAN, THOMAS	17-03-201-068-1003	42 NATARUS	50.00
GOZUM, GIL	14-06-120-005-1092	50 STONE	50.00
GRAFF, JEROME	10-36-100-015-1121	50 STONE	50.00
GRAUMAN, GLADYS	17-03-202-061-1012	42 NATARUS	50.00
GREEN, KERMIT H.	10-36-119-003-1155	50 STONE	50.00
GREEN, LEA	10-36-119-003-1130	50 STONE	50.00
GREENBERG, LORRAINE R.	10-36-100-015-1054	50 STONE	50.00
GREENBERG, ROY	14-21-111-007-1561	46 SHILLER	50.00
GREENBLATT, LEON	10-36-100-015-1103	50 STONE	50.00
GREENE, BETTY REIZMAN	10-36-100-015-1029	50 STONE	50.00
GREENSPAN, FLORENCE	10-36-100-015-1149	50 STONE	50.00
GREENWALD, RUTH F.	14-21-110-020-1506	46 SHILLER	50.00
GREGOR, IVO	19-08-427-011-1003	23 LASKI	50.00
GREGORY, THEODORE	10-36-100-015-1053	50 STONE	50.00
GRIESENAUER, RUTH	9-36-419-106-1005	41 DOHERTY	50.00
GROGAN, JOSEPHINE R.	13-17-117-038-1011	38 CULLERTON	50.00
GRONER, NEUNETTE	10-36-118-005-1069	50 STONE	50.00
GROSS, WARREN B.	10-36-100-015-1201	50 STONE	50.00
GUIDO, GRACE M.	12-11-310-070-1025	41 DOHERTY	50.00
GURKO, FAY	10-36-100-011-1237	50 STONE	50.00
GUYSENIR, MAURICE G.	10-36-100-011-1123	50 STONE	50.00
HAAG, MARGARET E.	14-21-110-020-1488	46 SHILLER	50.00
HAAS, ADDIE	14-21-111-007-1285	46 SHILLER	50.00
HARDING, SHYRLee APFELBAUM	10-36-119-003-1117	50 STONE	50.00
HARELIK, MARY G.	13-12-210-058-1004	41 DOHERTY	50.00
HARRINGTON, VICTORIA M.	12-24-100-111-1044	38 CULLERTON	50.00
HARRIS, MARJORIE R.	17-09-410-014-1127	42 NATARUS	50.00
HARRIS, SYLVIA	10-36-100-015-1108	50 STONE	50.00
HARRISON, GERTRUDE R.	10-36-118-005-1058	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEMIER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
HAUPTMAN, JACK	10-36-118-005-1187	50 STONE	50.00
HEFLER, MARY	19-08-427-012-1004	23 LASKI	50.00
HEIDELBERGER, ROBERT & RUTH	10-36-118-005-1176	50 STONE	50.00
HELLER, RUTH	14-21-111-007-1092	46 SHILLER	50.00
HEIDELMAN, MARY F	14-21-101-034-1023	46 SHILLER	50.00
HERCKIS, JACK	10-36-100-011-1195	50 STONE	50.00
HERSTEIN, MARY	14-21-111-007-1602	46 SHILLER	50.00
HESTER, MARY E.	13-06-110-050-1047	41 DOHERTY	50.00
HEYMAN, DOROTHY	10-36-118-005-1109	50 STONE	50.00
HIGGINS, LOIS M	12-01-401-039-1019	41 DOHERTY	50.00
HIRSCH, LOTTIE B.	10-36-119-003-1092	50 STONE	50.00
HOFF, MILDRED	10-36-100-011-1064	50 STONE	50.00
HOFFMAN, FRIEDA	14-21-101-034-1249	46 SHILLER	50.00
HOFFMAN, ROBERT	10-36-118-005-1140	50 STONE	50.00
HOLLAND, BELLE S.	10-36-100-011-1009	50 STONE	50.00
HOLLAND, WILLY	10-36-100-015-1124	50 STONE	50.00
HOLTZBERG, RAE	10-36-119-003-1159	50 STONE	50.00
HORWITZ, ANNE	10-36-100-011-1094	50 STONE	50.00
HORWITZ, LEO & SHARON	10-36-118-005-1100	50 STONE	50.00
HOWARD, ADELE	10-36-119-003-1133	50 STONE	50.00
HUNERCOOK, HELEN	11-31-114-022-1010	50 STONE	50.00
HUTCHESON, LORRAINE J.	17-09-410-014-1373	42 NATARUS	50.00
IANNOTTI, MARY R.	10-36-119-003-1029	50 STONE	50.00
ICHIKAWA, ALICE Y	14-21-110-020-1022	46 SHILLER	50.00
IMBER, DENA C.	10-36-118-005-1238	50 STONE	50.00
IRWIN, CLARISSE	10-36-100-015-1218	50 STONE	50.00
ISAACSON, BERNARD	14-21-110-020-1428	46 SHILLER	50.00
ISENBERG, HELEN B.	17-09-410-014-1429	42 NATARUS	50.00
JACOBS, MABEL	10-36-118-005-1209	50 STONE	50.00
JACOBSON, ELLA	10-36-100-015-1065	50 STONE	50.00
JAFFE, FRANK H.	10-36-100-015-1107	50 STONE	50.00
JAMBOR, STEPHEN H	13-18-411-005-1009	38 CULLERTON	50.00
JANCZAK, NORBERT	10-31-409-060-1013	41 DOHERTY	50.00
JANOWIAK, RAYMOND	12-11-310-070-1028	41 DOHERTY	50.00
JENSEN, LOLA AILEEN	17-10-122-022-1259	42 NATARUS	50.00
JEMETT, JULIA T.	12-24-100-111-1032	38 CULLERTON	50.00
JOHNSON, ANNA	14-21-111-007-1525	46 SHILLER	50.00
JOHNSON, EDITH	14-21-111-007-1145	46 SHILLER	50.00
JOHNSON, HARRIET C	14-21-110-020-1371	46 SHILLER	50.00
JOHNSON, MARIE BELLAMY	17-09-410-014-1546	42 NATARUS	50.00
JOHNSON, WALBORG E.	17-09-410-014-1188	42 NATARUS	50.00
JOHNSTON, EVELYN	14-21-111-007-1547	46 SHILLER	50.00
JONES, CHRISTINE H.	17-09-410-014-1177	42 NATARUS	50.00
JOSEPH, JANET	14-21-101-034-1434	46 SHILLER	50.00
JOZEFIAK, TED	13-31-115-024-1008	36 BANKS	50.00
JUSTICE, GERALDINE E.	14-21-110-020-1156	46 SHILLER	50.00
JUTOVSKY, ZENA	10-36-100-011-1208	50 STONE	50.00
KACHMAN, CLARA L.	10-36-119-003-1061	50 STONE	50.00
KAHN, CLARA	10-36-100-015-1160	50 STONE	50.00
KAIZ, CELIA	10-36-100-011-1048	50 STONE	50.00
KALMIN, HARRIET	10-36-100-011-1207	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
KALOPESES, KATHERINE	10-36-119-003-1160	50 STONE	50.00
KAMBEROS, CONSTANCE	14-21-112-012-1014	46 SHILLER	50.00
KAMMERLING, MURIEL	10-36-118-005-1190	50 STONE	50.00
KAMPFEL, SOL	10-36-100-015-1182	50 STONE	50.00
KANTER, RUTH	10-36-100-011-1040	50 STONE	50.00
KAPLAN, ALBERT J.	10-36-100-011-1215	50 STONE	50.00
KAPLAN, FRANCES	10-36-118-005-1114	50 STONE	50.00
KAPLAN, GOODWIN	10-36-100-015-1101	50 STONE	50.00
KAPLAN, JOSEPHINE & HENRY	10-36-100-011-1002	50 STONE	50.00
KAPLAN, MILTON H.	10-36-100-011-1089	50 STONE	50.00
KAPLAN, ROSE	10-36-118-005-1211	50 STONE	50.00
KAPOLAS, EVELYN	12-24-424-037-0100	36 BANKS	50.00
KASSNER, ELSA	10-36-100-011-1217	50 STONE	50.00
KATZ, ESTHER	10-36-119-003-1030	50 STONE	50.00
KATZ, HERMAN	10-36-100-011-1010	50 STONE	50.00
KATZ, MOLLY	10-36-100-011-1216	50 STONE	50.00
KATZ, PHILIP H.	10-36-119-003-1024	50 STONE	50.00
KAUFMAN, FREMONT H.	10-36-119-003-1179	50 STONE	50.00
KAUFMAN, LEONARD J	14-21-101-035-1073	46 SHILLER	50.00
KELLER, DORIS JEAN	17-03-208-002-0000	42 NATARUS	50.00
KELLY, GEORGE P	14-21-111-007-1572	46 SHILLER	50.00
KEMPLER, MARJORIE	10-36-100-015-1170	50 STONE	50.00
KENAGA, HOWARD P	13-31-118-041-1009	36 BANKS	50.00
KENDRA, HELENA	10-31-409-062-1018	41 DOHERTY	50.00
KEND, RALPH	10-36-100-015-1178	50 STONE	50.00
KEDON, CECILIA	14-21-101-034-1122	46 SHILLER	50.00
KEPNER, SHIRLEY	14-21-111-007-1291	46 SHILLER	50.00
KESSELMAN, ANNETTE	10-36-100-015-1195	50 STONE	50.00
KING, SHIRLEY R.	17-09-410-014-1516	42 NATARUS	50.00
KIRMAN, FRIEDA	10-36-100-011-1110	50 STONE	50.00
KIRSCH, ESTHER	11-31-400-051-1016	50 STONE	50.00
KITE, BARBARA L.	10-36-118-005-1146	50 STONE	50.00
KLEE, LILLIAN E.	10-36-100-011-1140	50 STONE	50.00
KLEIN, CECILIA	10-36-119-003-1068	50 STONE	50.00
KLEIN, JACK	10-36-118-005-1045	50 STONE	50.00
KLEMENT, LORRAINE	10-31-409-060-1019	41 DOHERTY	50.00
KLESMAN, LEON C.	10-36-100-011-1082	50 STONE	50.00
KLIER, HERMAN	13-01-113-040-1006	50 STONE	50.00
KLOCK, HELEN MAE	19-20-101-067-1006	23 LASKI	50.00
KOCH, BLANCHE	17-10-122-022-1028	42 NATARUS	50.00
KOEHLER, AUGUSTE	9-36-411-034-1017	41 DOHERTY	50.00
KODENIG, MILDRED	10-36-100-015-1002	50 STONE	50.00
KODORSKI, LEDNA	19-08-427-011-1005	23 LASKI	50.00
KORNER, ANNA	13-01-113-040-1016	50 STONE	50.00
KORNICK, ROSE	10-36-100-011-1159	50 STONE	50.00
KORR, RETA	14-21-111-007-1422	46 SHILLER	50.00
KOSIN, HELEN	30-05-756-525-1011	36 BANKS	50.00
KOSNER, EDWARD	17-03-214-014-1040	42 NATARUS	50.00
KOSTYCZ, FLORENCE	12-23-224-043-1013	36 BANKS	50.00
KOTAR, RUTH H.	17-09-410-014-1877	41 DOHERTY	50.00
KOTLICKY, CELIA	10-36-118-005-1005	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
KOUAC, PAUL	13-06-110-050-1021	41 DOHERTY	50.00
KOWALSKI, REGINA	12-25-201-045-1004	36 BANKS	50.00
KOZIN, HELEN	10-36-118-005-1112	50 STONE	50.00
KRAFT, CLARA R.	10-36-100-015-1085	50 STONE	50.00
KRAFT, ALEX	13-36-100-015-1105	50 STONE	50.00
KRAITSIK, NORMAN I.	10-36-118-005-1064	50 STONE	50.00
KRAVETS, ROSE	10-36-100-011-1160	50 STONE	50.00
KRAVITZ, ESTHER	10-36-100-011-1072	50 STONE	50.00
KREZEL, LORRAINE	13-19-404-088-1001	38 CULLERTON	50.00
KRONENBERG, MARY	10-36-119-003-1134	50 STONE	50.00
KRUPP, KAY & BERNARD	10-36-100-011-1169	50 STONE	50.00
KUSH, MARTHA	10-31-409-060-1006	41 DOHERTY	50.00
KUSSY, ANNA	10-36-119-003-1004	50 STONE	50.00
KWIATEK, GERTRUDE M	13-17-107-195-1010	38 CULLERTON	50.00
KWIATKOWSKI, THOMAS J.	13-17-117-038-1015	38 CULLERTON	50.00
LAKS, JACK J.	10-36-100-015-1080	50 STONE	50.00
LAMMERING, MILDRED L.	17-09-410-014-1005	42 NATARUS	50.00
LAMOS, VERA S.	14-28-322-038-1083	43 EISENDRATH	50.00
LANDA, ANNA	10-36-100-015-1106	50 STONE	50.00
LANDESHAN, SYLVIA	10-36-100-011-1108	50 STONE	50.00
LANG, LILLY	17-10-122-022-1019	42 NATARUS	50.00
LANGER, NED	13-06-110-050-1032	41 DOHERTY	50.00
LANGFORD, ELEANOR M.	17-10-122-022-1177	42 NATARUS	50.00
LAVINE, BEN	14-21-110-020-1433	46 SHILLER	50.00
LAZAR, FELIX E.	10-36-119-003-1072	50 STONE	50.00
LAZAR, SAUL	10-36-100-011-1120	50 STONE	50.00
LAZARUS, DAVID	10-36-118-005-1125	50 STONE	50.00
LAZOWSKI, EUGENE S	14-21-111-007-1554	46 SHILLER	50.00
LEADER, HYMAN	10-36-100-011-1037	50 STONE	50.00
LEFF, EVA H.	10-36-100-015-1133	50 STONE	50.00
LEIPSIG, ROBERT	10-36-100-011-1178	50 STONE	50.00
LENNHAN, VERA	9-36-419-106-1015	41 DOHERTY	50.00
LENER, ANN	14-21-111-007-1170	46 SHILLER	50.00
LENER, SYLVIA M.	10-36-119-003-1047	50 STONE	50.00
LEVENSTAM, MOLLIE	10-36-118-005-1141	50 STONE	50.00
LEVENTHAL, BEATRICE H.	10-36-100-015-1005	50 STONE	50.00
LEVIN, GERALD S.	10-36-118-005-1043	50 STONE	50.00
LEVIN, IDA	10-36-100-015-1150	50 STONE	50.00
LEVIN, JOSEPH J.	10-36-118-005-1071	50 STONE	50.00
LEVIN, MORRIS M.	10-36-100-015-1193	50 STONE	50.00
LEVIN, SEYMOUR	10-36-118-005-1020	50 STONE	50.00
LEVIN, SUE	10-36-100-011-1036	50 STONE	50.00
LEVINE, MARION	10-36-118-005-1044	50 STONE	50.00
LEVINSON, MYRON N	14-21-110-020-1607	46 SHILLER	50.00
LEVINSON, OSCAR	14-21-111-007-1010	46 SHILLER	50.00
LEVY, ABE	10-36-100-011-1165	50 STONE	50.00
LEVY, EDYTHE W	14-21-110-020-1124	46 SHILLER	50.00
LEVY, HANNAH	10-36-100-011-1068	50 STONE	50.00
LEVY, HELEN E	14-16-303-035-1022	46 SHILLER	50.00
LEVY, MABEL	14-21-110-020-1408	46 SHILLER	50.00
LEVY, MAX	13-01-113-040-1009	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
LEWIS, DOROTHY & MILTON	10-36-100-015-1113	50 STONE	50.00
LEWIS, SUSAN	10-36-118-005-1091	50 STONE	50.00
LEZAN, IDELLE	14-21-111-007-1004	46 SHILLER	50.00
LICHTENSTEIN, MORTON	10-36-118-005-1126	50 STONE	50.00
LICHTMAN, WILLIAM	14-28-207-004-1192	43 EISENDRATH	50.00
LIDSKY, LEDNA	14-21-111-007-1149	46 SHILLER	50.00
LIEBERMAN, RUTH	10-36-119-003-1091	50 STONE	50.00
LIEBSCHUTZ, GLADYS	14-21-111-007-1257	46 SHILLER	50.00
LINTA, SYLVIA	17-09-410-014-1480	42 NATARUS	50.00
LIPMAN, ROSE	14-21-111-007-1117	46 SHILLER	50.00
LOEB, EUGENE	10-36-100-015-1014	50 STONE	50.00
LOEB, WILLIAM	10-36-119-003-1175	50 STONE	50.00
LOWAN, VERA	10-36-119-003-1119	50 STONE	50.00
LOWY, WALTER S.	10-36-119-003-1195	50 STONE	50.00
LYONS, TILLIE	10-36-100-015-1081	50 STONE	50.00
MACALUSO, JOSEPH	19-18-302-074-1058	23 LASKI	50.00
MALLON, FRANCIS	14-21-101-034-1406	46 SHILLER	50.00
MANDEL, HARRY	14-21-101-034-1216	46 SHILLER	50.00
MARCUS, LORRAINE	17-09-410-014-1201	42 NATARUS	50.00
MARGOLIS, IDA	10-36-100-015-1086	50 STONE	50.00
MARXS, HARRY	10-36-119-003-1042	50 STONE	50.00
MARSHALL, JOSEPH	10-36-100-015-1011	50 STONE	50.00
MARTIN, RUTH L.	11-31-114-022-1037	50 STONE	50.00
MARX, HANS	9-36-108-062-1007	41 DOHERTY	50.00
MASHKES, DAVID	14-21-111-007-1270	46 SHILLER	50.00
MASSARSKY, MARJORIE H.	10-36-118-005-1023	50 STONE	50.00
MATHESON, FAE	14-21-111-007-1140	46 SHILLER	50.00
MATHISEN, CAROLINE	13-06-110-050-1040	41 DOHERTY	50.00
MATIN, RUBIN	10-36-119-003-1036	50 STONE	50.00
MAYER, LEON	14-21-110-020-1600	46 SHILLER	50.00
MAYSTER, SIDNEY	10-36-118-005-1224	50 STONE	50.00
MC CORKLE, NANCY E	14-21-110-020-1302	46 SHILLER	50.00
MCCORMICK, MAURICE D.	10-36-119-003-1106	50 STONE	50.00
MEDJES, SADELLE	10-36-119-003-1165	50 STONE	50.00
MELAMED, FAYGA	10-36-100-015-1216	50 STONE	50.00
MELIN, BLANCHE	10-36-119-003-1055	50 STONE	50.00
MELNIK, MARCUS	10-36-100-011-1059	50 STONE	50.00
MERSCH, FRANCES	12-23-224-043-1002	36 BANKS	50.00
MEZZANO, THOMAS L.	12-11-102-068-1009	41 DOHERTY	50.00
MICEK, JOHN	10-31-409-062-1027	41 DOHERTY	50.00
MICHELSON, IRVING	10-36-100-011-1012	50 STONE	50.00
MILLER, BERTHA	10-36-118-005-1081	50 STONE	50.00
MILLER, FAYE	10-36-118-005-1205	50 STONE	50.00
MILLER, PAULINE	10-36-119-003-1135	50 STONE	50.00
MILLER, SIDNEY E.	10-36-311-042-1002	50 STONE	50.00
MILLER, WILLIAM	17-03-203-009-1246	42 NATARUS	50.00
MINCBERG, ROSE	10-36-100-011-1074	50 STONE	50.00
MINIUS, SAMUEL	10-36-119-003-1174	50 STONE	50.00
MITCHELL, GLORIA	10-36-100-011-1042	50 STONE	50.00
MITCHELL, JAMES	9-36-419-106-1012	41 DOHERTY	50.00
MOEN, MAGNUS	12-24-100-111-1014	38 CULLERTON	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
MOORHEAD, ELAINE M	13-31-115-024-1030	36 BANKS	50.00
MOOS, FRED	14-21-110-020-1180	46 SHILLER	50.00
MORAZONI, JOHN A	12-23-224-043-1010	36 BANKS	50.00
MORRISON, FRANCES	14-21-110-020-1370	46 SHILLER	50.00
MOSAK, FAYE	10-36-118-005-1053	50 STONE	50.00
MOSCOVITZ, MARY	10-36-100-015-1008	50 STONE	50.00
MOSKOVITZ, HENRIETTA	10-36-118-005-1132	50 STONE	50.00
MOSKUS, ANNE V.	13-20-207-036-1002	38 CULLERTON	50.00
MOSS, AL	10-36-118-005-1073	50 STONE	50.00
MOZUCH, HARRY	19-08-427-011-1009	23 LASKI	50.00
MUELLER, ETHEL M.	12-24-100-111-1002	38 CULLERTON	50.00
MUENZ, MARY	14-21-111-007-1313	46 SHILLER	50.00
MULLANEY, LYNN	14-21-101-034-1118	46 SHILLER	50.00
MURPHY, JOHN	13-17-107-194-1006	38 CULLERTON	50.00
MUSCOLINO, ANN	13-31-115-024-1020	36 BANKS	50.00
MUSZALSKI, GEORGE	13-17-107-195-1005	38 CULLERTON	50.00
MYERS, ALMA	10-36-119-003-1178	50 STONE	50.00
NABEDRICH, MAE	10-36-100-015-1061	50 STONE	50.00
NAGLE, SANTA	13-06-221-035-1002	41 DOHERTY	50.00
NARROD, GLORIA	17-03-214-014-1048	42 NATARUS	50.00
NATHAN, DANIEL	10-36-311-041-1001	50 STONE	50.00
NATHAN, LIBBY B.	10-36-119-003-1050	50 STONE	50.00
NAUMES, WILLIAM M.	12-24-100-111-1036	38 CULLERTON	50.00
NEE, KATHLEEN	12-01-401-039-1043	41 DOHERTY	50.00
NEIMARK, ALLAN	14-21-101-035-1112	46 SHILLER	50.00
NEIMARK, BEN	10-36-100-015-1132	50 STONE	50.00
NEHEROFF, HASKELL	30-09-403-389-1129	50 STONE	50.00
NEWMAN, MILDRED	10-31-409-060-1020	41 DOHERTY	50.00
NEWMAN, REBECCA	10-36-100-015-1062	50 STONE	50.00
NICHOLS, PETER R	14-21-101-035-1206	46 SHILLER	50.00
NICKELS, RICHARD	19-20-101-067-1005	23 LASKI	50.00
NIESSEN, LILLIAN S.	10-36-100-015-1143	50 STONE	50.00
NIXON, ROSE	10-36-119-003-1064	50 STONE	50.00
NOBLE, HELEN E.	10-36-119-003-1018	50 STONE	50.00
NOCHUMSON, DAVID	10-36-311-042-1003	50 STONE	50.00
NORRIS, LILLIAN	10-36-100-011-1126	50 STONE	50.00
NORWAY, HELEN	19-08-427-011-1008	23 LASKI	50.00
NOVAK, SARAH SCHECHTER	10-36-118-005-1022	50 STONE	50.00
NOVAKOWSKI, CLEMENCE	11-31-400-051-1029	50 STONE	50.00
NYBERG, CLEMENCE C.	9-36-108-057-1004	41 DOHERTY	50.00
O'CONNOR, AGNES	12-11-102-068-1023	41 DOHERTY	50.00
O'CONNOR, BARION A.	9-36-419-106-1014	41 DOHERTY	50.00
O'LEARY, MARIE A.	13-20-207-036-1001	38 CULLERTON	50.00
OLEDA, LORRAINE	12-11-102-068-1003	41 DOHERTY	50.00
OLSHANSKY, EUGENE & LUCILLE	10-36-100-011-1098	50 STONE	50.00
ONOFRIO, MARGARET S	13-06-221-035-1006	41 DOHERTY	50.00
ORLAND, ROSELLA	12-23-224-043-1006	36 BANKS	50.00
OSACKY, JOHN J	19-18-302-074-1001	23 LASKI	50.00
OVERGARD, JACK P.	11-31-400-051-1011	50 STONE	50.00
PACKER, BETTY L.	14-16-301-041-1231	46 SHILLER	50.00
PADNOS, EMILY	14-21-111-007-1600	46 SHILLER	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
PANCZKO, FRANK J.	12-11-310-071-1021	41 DOHERTY	50.00
PARRILLO, WILLIAM	10-31-409-062-1038	41 DOHERTY	50.00
PASTKO, ROSE	10-36-119-003-1156	50 STONE	50.00
PASTORINO, MARIE A.	12-24-100-111-1040	38 CULLERTON	50.00
PECHO, VICTOR	14-16-303-035-1070	46 SHILLER	50.00
PECHUKAS, VERNE B	19-20-101-067-1009	23 LASKI	50.00
PECK, ISADORE	13-12-228-056-1003	40 O'CONNOR	50.00
PECK, RICHARD	14-21-111-007-1419	46 SHILLER	50.00
PEKIN, FANNIE	10-36-100-011-1080	50 STONE	50.00
PELKA, WILLIAM F	12-23-224-043-1018	36 BANKS	50.00
PELLER, HANNAH	10-36-100-015-1100	50 STONE	50.00
PERLMAN, ALBERT	10-36-119-003-1101	50 STONE	50.00
PERLMAN, HELEN	10-36-100-015-1114	50 STONE	50.00
PERNAU, LORRAINE	13-06-110-050-1016	41 DOHERTY	50.00
PERUZZATO, ALBERT	13-06-110-050-1046	41 DOHERTY	50.00
PESZEX, ESTHER	12-23-224-043-1012	36 BANKS	50.00
PETERSON, DOROTHY M.	11-31-114-022-1007	50 STONE	50.00
PFINGST, RALPH E	14-21-110-020-1386	46 SHILLER	50.00
PHILLIPS, BERTHA S.	12-24-100-111-1031	38 CULLERTON	50.00
PICKARD, BERNICE	10-36-119-003-1189	50 STONE	50.00
PINSKY, KOBEY	10-36-119-003-1082	50 STONE	50.00
PITLER, JENNIE	10-36-100-011-1113	50 STONE	50.00
PIZUR, LOTTIE	9-36-419-106-1016	41 DOHERTY	50.00
PIZZURRO, JOSEPHINE F.	10-36-119-003-1143	50 STONE	50.00
POLEN, DINAH	10-36-119-003-1111	50 STONE	50.00
POLLOCK, GABON	14-06-201-011-1012	50 STONE	50.00
POMERANG, ROSE	10-36-100-015-1199	50 STONE	50.00
POMERANTZ, RUTH L.	10-36-118-005-1217	50 STONE	50.00
POT, IDELL	10-36-100-015-1215	50 STONE	50.00
PRAGER, ROBERT	10-36-100-011-1192	50 STONE	50.00
PREDLE, JR., ROBERT C.	17-09-410-014-1422	42 NATARUS	50.00
PRICE, HARRY H.	17-10-122-022-1444	42 NATARUS	50.00
PROCHAP, BERNARD J.	10-36-118-005-1104	50 STONE	50.00
PRUZANSKY, HELEN	10-36-100-015-1173	50 STONE	50.00
PRYNACZEK, LOUIS	10-31-409-060-1025	41 DOHERTY	50.00
PYDO, HARRIET H	12-11-102-068-1039	41 DOHERTY	50.00
RABINOVITZ, MAE	10-36-100-015-1177	50 STONE	50.00
RADERMACHER, SANTINA	13-17-107-195-1011	38 CULLERTON	50.00
RALLO, FLORENCE	19-20-101-067-1008	23 LASKI	50.00
RAPOPORT, MIRIAM	14-21-110-020-1226	46 SHILLER	50.00
RASHINSKI, LAURETTA	19-23-308-041-1010	13 MADRYK	50.00
RECKSIECK, GLORIA M.	11-31-124-019-1006	50 STONE	50.00
REGULA, ADELINE J.	13-20-207-036-1006	38 CULLERTON	50.00
REIFF, CHARLES	10-36-100-015-1089	50 STONE	50.00
REIFF, SIDNEY C.	10-36-119-003-1122	50 STONE	50.00
REISLER, ELAINE	10-36-100-015-1033	50 STONE	50.00
RESNICK, SOPHIE	10-36-118-005-1137	50 STONE	50.00
RESNIK, LED	10-36-100-011-1076	50 STONE	50.00
REULEIN, INDA E.	10-31-409-062-1035	41 DOHERTY	50.00
REXINIS, THEANO	10-36-100-011-1038	50 STONE	50.00
RHUM, FANNIE	10-36-119-003-1023	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
RICHMOND, MILTON	10-36-100-015-1146	50 STONE	50.00
RIPES, SAM	14-21-111-007-1300	46 SHILLER	50.00
RISSMAN, EDITH	10-36-100-015-1116	50 STONE	50.00
RIZZO, JOSEPH J.	19-18-302-074-1049	23 LASKI	50.00
RIZZO, KATHERINE	13-20-207-036-1004	38 CULLERTON	50.00
ROBERTS, GOLDIE	10-36-100-015-1015	50 STONE	50.00
ROCHE, MARIE M.	13-06-118-018-1008	41 DOHERTY	50.00
ROCHE, PATRICK	10-31-409-062-1020	41 DOHERTY	50.00
RONAL, MOSES & RUTH	10-36-100-011-1100	50 STONE	50.00
ROSEN, RUTH	14-16-301-041-1082	46 SHILLER	50.00
ROSENBLUM, LEONARD	10-36-100-015-1102	50 STONE	50.00
ROSENTHAL, ELYNOR L.	14-21-111-007-1312	46 SHILLER	50.00
ROSON, MARY	10-36-100-011-1118	50 STONE	50.00
ROSS, ESTELLE	10-36-100-015-1125	50 STONE	50.00
ROSS, ROSE	14-21-110-020-1194	46 SHILLER	50.00
ROTH, BERNICE	10-36-100-011-1177	50 STONE	50.00
ROTH, JEAN	10-36-100-015-1030	50 STONE	50.00
ROTHMAN, DANIEL	10-36-100-011-1188	50 STONE	50.00
ROTHMAN, SIDNEY	10-36-119-003-1107	50 STONE	50.00
ROTHMAN, TERRY	14-21-101-034-1276	46 SHILLER	50.00
ROTSSTEIN, ETHEL	10-36-100-011-1151	50 STONE	50.00
RUBENS, ALVIN	10-36-100-011-1154	50 STONE	50.00
RUBIN, BEATRICE	10-36-119-003-1148	50 STONE	50.00
RUBIN, ETHEL	10-36-118-005-1026	50 STONE	50.00
RUDICH, DEENA	10-36-118-005-1106	50 STONE	50.00
RUMKE, EDWARD J.	10-36-119-003-1088	50 STONE	50.00
RUSINOFF, BEATRICE	14-21-110-020-1202	46 SHILLER	50.00
RUTHMAN, FRANCES	10-36-100-015-1087	50 STONE	50.00
SABINO, JOSEPHINE A.	13-19-404-087-1007	38 CULLERTON	50.00
SACHS, BERNICE	17-04-208-031-1204	42 NATARUS	50.00
SACKS, BENJAMIN, J.	10-36-100-011-1114	50 STONE	50.00
SAFER, MARTHA	10-36-118-005-1131	50 STONE	50.00
SAFIRSTEIN, ALBERT	10-36-119-003-1099	50 STONE	50.00
SAGER, CLAIRE	10-36-100-015-1134	50 STONE	50.00
SALTIEL, DORTHY M.	14-21-111-007-1260	46 SHILLER	50.00
SALTZBERG, SAM	10-36-100-015-1213	50 STONE	50.00
SAMUELS, LESLIE N.	14-06-213-014-0000	50 STONE	50.00
SANDERS, JOSEPH H.	10-36-119-003-1060	50 STONE	50.00
SANDERS, JULIA	9-36-108-056-1012	41 DOHERTY	50.00
SANDMAN, ELLEN S.	10-36-100-011-1095	50 STONE	50.00
SARNAT, BERNARD D.	10-36-100-011-1124	50 STONE	50.00
SARNAT, EMILY	10-36-100-011-1139	50 STONE	50.00
SAVICKAS, EDWARD R.	19-27-401-038-1274	13 MADRZYK	50.00
SAVOY, CHRISTINE	10-36-100-011-1162	50 STONE	50.00
SCHALK, KURT W.	19-18-302-074-1055	23 LASKI	50.00
SCHAU, BERNADETTE D.	14-21-111-007-1479	46 SHILLER	50.00
SCHAUER, VERNON J.	13-06-110-050-1038	41 DOHERTY	50.00
SCHEAR, LUCILLE	17-10-122-022-1264	42 NATARUS	50.00
SCHENMANN, JUNE & EUGENE	14-16-304-039-1177	46 SHILLER	50.00
SCHEX, SONYA	11-30-314-013-1022	50 STONE	50.00
SCHLAGGAR, TILLIE	10-36-118-005-1196	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
SCHLANGER, IRENE TO.	17-09-410-014-1148	42 NATARUS	50.00
SCHLESINGER, SADIE M.	10-36-118-005-1156	50 STONE	50.00
SCHNEIDER, GERTRUDE	10-36-100-015-1006	50 STONE	50.00
SCHNEIDER, JEANNE H.	10-36-119-003-1176	50 STONE	50.00
SCHNITZER, BERNICE A	12-01-401-039-1009	41 DOHERTY	50.00
SCHODENBROD, HELEN G	14-21-101-034-1634	46 SHILLER	50.00
SCHROEDER, MARGARET	12-25-201-045-1005	36 BANKS	50.00
SCHULMAN, BETTY	10-36-119-003-1054	50 STONE	50.00
SCHULTZ, VERONICA C	14-21-101-034-1376	46 SHILLER	50.00
SCHULTZ, NORBERT	12-23-224-043-1015	36 BANKS	50.00
SCHWARTZ, FRYMA	10-36-100-011-1024	50 STONE	50.00
SCHWARTZ, SHIRLEY	17-03-207-041-1118	42 NATARUS	50.00
SCHWARTZ, SYLVIA	10-36-118-005-1222	50 STONE	50.00
SCHWEIGER, ELIZABETH	14-21-101-034-1478	46 SHILLER	50.00
SCHWIMMER, FAYE	17-03-202-041-1059	42 NATARUS	50.00
SEIFER, DOROTHY	14-21-111-007-1671	46 SHILLER	50.00
SERAFINAS, ADEL	17-09-410-014-1271	42 NATARUS	50.00
SERED, JEANNETTE E.	10-36-119-003-1093	50 STONE	50.00
SEREP, PEARL	10-36-100-015-1017	50 STONE	50.00
SEYBERT, ROSE	14-28-318-044-1256	43 EISENDRATH	50.00
SHANE, EDGAR	14-21-111-007-1319	46 SHILLER	50.00
SHANIN, MILTON H.	10-36-100-011-1233	50 STONE	50.00
SHAPIRO SAMUELS, LENA	10-36-119-003-1009	50 STONE	50.00
SHAPIRO, ANNE	14-21-111-007-1076	46 SHILLER	50.00
SHAPIRO, LESTER R.	10-36-118-005-1088	50 STONE	50.00
SHAPIRO, MAX J.	10-36-100-015-1058	50 STONE	50.00
SHAPIRO, SAM	10-36-218-043-1010	50 STONE	50.00
SHEASBY, HAZEL E	14-21-101-034-1522	46 SHILLER	50.00
SHEPARD, KATE	10-36-119-003-1097	50 STONE	50.00
SHERMAN, CHARLES	10-36-100-011-1081	50 STONE	50.00
SHERMAN, LETTY JO	17-09-410-014-1511	42 NATARUS	50.00
SHERMAN, PEARL	10-36-311-042-1001	50 STONE	50.00
SHERMAN, SUZANNE M.	10-36-118-005-1202	50 STONE	50.00
SHEVIN, EDNA	10-36-100-015-1205	50 STONE	50.00
SHINER, CLARA A.	10-36-100-011-1006	50 STONE	50.00
SHULMAN, ESTELLE	10-36-311-041-1004	50 STONE	50.00
SHULMAN, MILTON D.	10-36-118-005-1066	50 STONE	50.00
SIARKIEWICZ, EDWARD	10-31-409-062-1037	41 DOHERTY	50.00
STIEGLER, ANNE	10-36-100-015-1049	50 STONE	50.00
SILVER, HYMEN	10-36-118-005-1072	50 STONE	50.00
SILVER, IRVING J	10-36-100-011-1075	50 STONE	50.00
SILVER, JEAN	10-36-118-005-1237	50 STONE	50.00
SILVERMAN, BERNICE	10-36-100-015-1088	50 STONE	50.00
SILVERMAN, JACK B	10-36-100-011-1204	50 STONE	50.00
SILVERSTEIN, EVELYN	10-36-100-011-1221	50 STONE	50.00
SIMIC, ILIJA	12-01-401-040-1001	41 DOHERTY	50.00
SIMONS, RUTH L	14-21-111-007-1693	46 SHILLER	50.00
SINGER, RITA	10-36-100-015-1092	50 STONE	50.00
SINTON, ROSE	10-36-100-011-1054	50 STONE	50.00
SIUDA, LUCILLE M.	13-17-107-194-1026	38 CULLERTON	50.00
SIVER, JAMES	19-18-302-741-1039	23 LASKI	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
SKOLNIK, SONIA	10-36-118-005-1165	50 STONE	50.00
SLOBODA, EDWARD F.	12-24-100-111-1016	38 CULLERTON	50.00
SLOME, LORRIANE I	14-28-322-038-1003	43 EISENDRATH	50.00
SLUTZKY, IRVING	10-36-100-011-1156	50 STONE	50.00
SMITH, HELEN	9-36-108-560-1008	41 DOHERTY	50.00
SMITH, HELEN M	14-21-111-007-1528	46 SHILLER	50.00
SNADDEN, LEONARD	14-21-111-007-1055	46 SHILLER	50.00
SNAY, ROBERT	10-36-100-011-1137	50 STONE	50.00
SOKOL, WILLIAM H.	10-36-118-005-1008	50 STONE	50.00
SOLL, ALBERT	10-36-100-011-1050	50 STONE	50.00
SOLDONON, MAX	13-12-210-058-1002	40 O'CONNOR	50.00
SPAPPERI, ANNE	13-06-110-050-1002	41 DOHERTY	50.00
SPECTOR, ANN	14-21-101-034-1278	46 SHILLER	50.00
SPRITZ, LOUIS	10-36-100-011-1190	50 STONE	50.00
STAVY, BEATRICE	10-36-100-011-1117	50 STONE	50.00
STEEGER, CHARLOTTE L.	11-31-214-055-1010	50 STONE	50.00
STEGGERS, MILDRED R	12-01-401-039-1025	41 DOHERTY	50.00
STEIN, GERTRUDE C.	10-36-100-011-1187	50 STONE	50.00
STEIN, SELMA G.	10-36-100-015-1046	50 STONE	50.00
STEINBERG, MELVIN A.	10-36-100-011-1224	50 STONE	50.00
STEINER, ANNA	14-21-111-007-1369	46 SHILLER	50.00
STEPHEN, GERTRUDE E.	13-17-117-038-1010	38 CULLERTON	50.00
STEVENS, VIOLA B.	17-09-410-014-1772	42 NATARUS	50.00
STIEFEL, MORRIS	10-36-118-005-1241	50 STONE	50.00
STIEFEL, OLGA	14-21-110-020-1298	46 SHILLER	50.00
STIEGEL, STELLA	12-23-224-043-1003	36 BANKS	50.00
STILLMAN, ANNETTE	10-36-100-015-1003	50 STONE	50.00
STOKLOSA, EDWARD S	12-23-224-043-1021	36 BANKS	50.00
STOLLER, BEN N.	10-36-118-005-1144	50 STONE	50.00
STONE, CHARLES	14-28-318-064-1299	43 EISENDRATH	50.00
STOFEK, HELEN	10-36-100-011-1146	50 STONE	50.00
STRALKA, FLORENCE	12-25-201-045-1009	36 BANKS	50.00
STRAUSS, HEDY	14-21-110-020-1410	46 SHILLER	50.00
STRUNK, ELEANORE	14-21-111-007-1250	46 SHILLER	50.00
SUGAR, YETTA	10-36-100-011-1196	50 STONE	50.00
SMEE, LOUIS E.	10-36-118-005-1092	50 STONE	50.00
SYCHOWSKI ROBERT	14-28-318-064-1091	43 EISENDRATH	50.00
SZACSURY, FRANCES A.	19-15-119-036-1002	13 MADRZYK	50.00
TAXE, SHIRLEY	10-36-100-011-1097	50 STONE	50.00
TAYLOR, CATHERINE R.	17-09-410-014-1013	42 NATARUS	50.00
TEBES, JOHN	10-31-409-062-1025	41 DOHERTY	50.00
TEITELBAUM, FRANCES	10-36-118-005-1181	50 STONE	50.00
TESHER, SOPHIE T	13-06-402-052-1009	41 DOHERTY	50.00
THELLMAN, JOHN	10-36-118-005-1135	50 STONE	50.00
THOMSEN, HELEN	13-06-110-050-1005	41 DOHERTY	50.00
TICKTIN, JOSEPH J.	10-36-118-005-1076	50 STONE	50.00
TIERSKY, SARA	10-36-118-005-1223	50 STONE	50.00
TOPOREK, FRUNA	10-36-100-011-1185	50 STONE	50.00
TOPPER, ANNABEL M.	10-36-100-015-1135	50 STONE	50.00
TRAUTHMAN, ANNE M	19-18-302-074-1022	23 LASKI	50.00
TRAYNOR, ANNE G.	10-36-100-011-1129	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
TREBBE, FRANCIS DONLEY	13-13-208-046-1012	40 O'CONNOR	50.00
TRINEN, BERNARDINE	14-21-110-020-1619	46 SHILLER	50.00
TUBER, THELMA B.	10-36-100-015-1202	50 STONE	50.00
TURADEK, JAMES	10-31-409-060-1028	41 DOHERTY	50.00
TURCK, BERNARD L.	10-36-100-015-1214	50 STONE	50.00
TURNER, CHARLES	10-36-100-011-1028	50 STONE	50.00
UDELHOFEN, LORRAINE	11-31-214-055-1005	50 STONE	50.00
USEN, ALMA P	14-21-101-035-1082	46 SHILLER	50.00
WANN, LEONARD	10-36-118-005-1012	50 STONE	50.00
VARJABEDIAN, ALICE	14-06-201-011-1015	50 STONE	50.00
VELICH, TOM B.	14-06-120-005-1143	50 STONE	50.00
VELTRI, MARIO SR.	13-31-107-024-1011	36 BANKS	50.00
VICKER, GOLDIE S.	10-36-118-005-1017	50 STONE	50.00
VIDU, JOHN	13-17-117-038-1008	38 CULLERTON	50.00
VOLKMAN, MICHAEL	10-36-100-015-1022	50 STONE	50.00
VOLPEL, FRIEDA	14-21-111-007-2225	46 SHILLER	50.00
WAGMAN, FAYE	10-36-100-011-1144	50 STONE	50.00
WALDMAN, DORCEE B	10-36-100-011-1023	50 STONE	50.00
WALL, MAY	10-36-100-015-1044	50 STONE	50.00
WALTER, EMILY	10-31-409-062-1019	41 DOHERTY	50.00
WARE, GLISSIE	14-21-101-034-1362	46 SHILLER	50.00
WARKKE, HARRY	14-21-111-007-1125	46 SHILLER	50.00
WAWRZYNIAK, KATY	12-24-424-037-1006	36 BANKS	50.00
WEBB, RUBY	12-11-119-023-1031	41 DOHERTY	50.00
WEBER, GEORGE	19-19-209-043-1003	23 LASKI	50.00
WEGLARZ, CASIMIR	14-21-110-020-1523	46 SHILLER	50.00
WEIBELER, CLARA B.	17-10-122-022-1351	42 NATARUS	50.00
WEINBERG, DAVID	14-21-101-034-1595	46 SHILLER	50.00
WEINER, EDA	14-21-101-034-1025	46 SHILLER	50.00
WEINER, TILLIE L.	10-36-100-011-1238	50 STONE	50.00
WEINSTEIN, CHARLES	10-36-100-015-1012	50 STONE	50.00
WEINSTEIN, JEAN L.	10-36-100-015-1043	50 STONE	50.00
WEINTRAUB, ESTELLE I.	10-36-100-011-1164	50 STONE	50.00
WEISENBERG, HYMEN	10-36-100-011-1182	50 STONE	50.00
WEISS, ROSE AND JACK	10-36-100-015-1156	50 STONE	50.00
WEISS, SARA	14-21-111-007-1225	46 SHILLER	50.00
WEISS, VICTOR H.	10-36-118-005-1164	50 STONE	50.00
WERNAN, LIONEL	9-36-419-106-1006	41 DOHERTY	50.00
WERNICK, GERTUDE E	10-36-100-015-1159	50 STONE	50.00
WHITE, ROBERT	10-36-100-011-1220	50 STONE	50.00
WIAZ, SARA	10-36-100-011-1079	50 STONE	50.00
WIDMAN, FRANCES	14-21-110-020-1240	46 SHILLER	50.00
WILKE, LOUIS J	14-05-211-015-1029	48 SMITH	50.00
WILKENS, HERMINE M	13-31-115-024-1012	36 BANKS	50.00
WILLENS, REVA	10-36-118-005-1246	50 STONE	50.00
WILZEN, LISA V.	10-36-100-011-1191	50 STONE	50.00
WINCZO, MARION JAN	19-08-427-011-1004	23 LASKI	50.00
WINER, LEROY	10-36-118-005-1158	50 STONE	50.00
WITTA, EDWIN	13-17-107-195-1016	38 CULLERTON	50.00
WLEKLINSKI, HELEN J.	13-06-402-052-1001	41 DOHERTY	50.00
WOLBERG, SALLY	10-36-100-011-1047	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
WOLF, ALEXANDER	10-36-100-011-1033	50 STONE	50.00
WOLF, SHIRLEY R.	10-36-100-015-1093	50 STONE	50.00
WOLKOFF, TOBY R.	10-36-100-011-1083	50 STONE	50.00
WOLNAK, GEORGE	11-31-114-022-1012	50 STONE	50.00
WOLPOFF, RUTH	10-36-100-015-1069	50 STONE	50.00
WRIGHT, IDA M.	10-36-118-005-1247	50 STONE	50.00
WRONA, BERNICE J	19-18-302-074-1004	23 LASKI	50.00
WYNN, GLADYS	17-09-410-014-1006	42 NATARUS	50.00
YABLON, MARVIN K.	10-36-100-011-1069	50 STONE	50.00
ZAREMSKI, EUGENIA J.	13-20-207-036-1007	38 CULLERTON	50.00
ZBOBYLAK, CECILIA F.	13-17-117-038-1012	38 CULLERTON	50.00
ZELENT, VIOLET	13-17-107-195-1014	38 CULLERTON	50.00
ZEMAN, MARIANNE	12-01-401-403-0000	41 DOHERTY	50.00
ZIEGLER, SHIRLEY	10-36-100-011-1025	50 STONE	50.00
ZIMMERMAN, GEORGE J.	11-30-307-213-1001	50 STONE	50.00
ZITZMANN, KLARA	13-06-110-050-1023	41 DOHERTY	50.00
ZUCKERMAN, WILLIAM	10-36-100-015-1025	50 STONE	50.00
ZWIER, BERNICE W	13-20-105-049-1003	36 BANKS	50.00
* TOTAL AMOUNT			41,700.00

***Do Not Pass* -- SUNDRY CLAIMS FOR VARIOUS REFUNDS
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,
PERSONAL INJURY, ET CETERA.**

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on July 31, 1990 and on subsequent dates, sundry claims as follows:

Rick D. Salm

State Farm Ins. Co. and Bridget M. Mossman
Cl. 13 5400 189HW

Paul Douglas

Donald J. Formella

James P. Gorman, Jr.

Hector Castaneda

William T. Considine

Rodolfo O. Negrete

Teresa Africa

Elaine Matsuo

Khadijah Abdul-Aleem

Charmie L. Ball

Michael M. and Mandro Bauerle

Azad A. Mazboodi

Sandra K. Parks

Sylvia Tantillo

American Security Group and Ronald Jackson
Cl. AS-7776

Allstate Ins. Co. and Archa Boozer
Cl. 2520905320

Illinois Bell Telephone Co.
Bill ZCD04005

Sandra Chionis

Konecko Kazimiez

Peoples Gas Light and Coke Co.
File 91-0-33

Allstate Ins. Co. and Giorgio Catanese
Cl. 1010841771 BJK

Manuel Washington

Harrison G. Anderson

Willie H. Owens

Sherin Arsala

Clover D. Brancomb

Larry D. Floyd

Joseph M. Aguero

Michael P. Grimes

Alfonso Sosa

James O. Stingily

Marvin Hawkins

Michael A. Springer

Thomas E. Nowinski

G. E. Capital Fleet Services and John Stanley
File 26780

Rosemary E. Salazar

William J. Rodes

Robert Esposito

Colonial Penn Ins. and Verlene Martin
Cl. C910010889-01-C15

Cornelia Davis

Robert Gunterberg

Juan Sandoval

Charlean Williams

Albert E. Peppers

Onie Manning,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) applications for City of Chicago charitable solicitation (tag day) permits:

Chicago Club of the Deaf
September 26 and 27, 1992 -- citywide; and

Junior Cancer League
July 10, 1992 -- northside,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the applications 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 committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT TO 1992 ANNUAL APPROPRIATION
ORDINANCE REFLECTING INCREASE IN
ALLOCATION OF FUNDS FOR
H.I.V./A.I.D.S.-RELATED
PROGRAMS.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 20, 1992.

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 Supplemental Appropriation and an Amendment to the 1992 Annual Appropriation Ordinance necessary to reflect an increase in the allocation of funding for H.I.V./A.I.D.S.-related programs, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, A.I.D.S. is a national public health problem which disproportionately affects the nation's large urban areas; and

WHEREAS, As of December, 1991, there have been 4,526 cases of A.I.D.S. reported since 1980 to the Department of Health of the City of Chicago, ranking Chicago seventh in the number of reported cases nationwide; and

WHEREAS, In 1989, the Department of Health of the City of Chicago along with the Chicago A.I.D.S. Advisory Council, which is comprised of over 100 community leaders and health and social service providers, developed the A.I.D.S. Strategic Plan, which guides the City's overall response to the crisis of A.I.D.S. and H.I.V. infection; and

WHEREAS, An additional corporate contribution of \$2.5 Million would increase the Chicago Department of Health's corporate expenditures for A.I.D.S. programs for 1992 from \$1.07 Million to \$3.57 Million, an increase of 233%, and the City's total expenditure for A.I.D.S. programs would increase to \$13.8 Million, representing an increase of 215% since the beginning of 1989, while the number of reported cases has increased by 150% since then; and

WHEREAS, The funds from all governmental sources being allocated by the City for 1992 to continue implementation of the strategic plan, \$13.8 Million, represents a total City expenditure of \$3,049 per case; and

WHEREAS, Despite the increases in City funding to over fifty non-profit service providers, community agencies are not financially able to address adequately the increased number of A.I.D.S. cases and H.I.V. infections; and

WHEREAS, The State of Illinois has reduced funding for A.I.D.S. services in 1992, including counseling and testing, medications and home health services; and

WHEREAS, Congress has appropriated funding for the Ryan White Comprehensive A.I.D.S. Resource Emergency Act at less than one-half the level of authorized spending and Ryan White funding for the City of Chicago will reach less than one-half the level of need; and

WHEREAS, The incidence of H.I.V. infection and A.I.D.S. both nationwide and locally requires government at all levels to respond with funds and programs of education, prevention, diagnosis and treatment to address this urgent health need; and

WHEREAS, By an ordinance passed February 4, 1992, and published at pages 11862 -- 11910 of the Journal of the Proceedings of the City Council of the City of Chicago of said date, the City Council authorized execution of a Master Interest Rate Swap Agreement between the City of Chicago and Goldman Sachs Capital Markets, L.P.; and

WHEREAS, Pursuant to that agreement the City has entered into a rate swap transaction resulting in revenue of \$2,500,000 to the City now available for appropriation; now, therefore,

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

SECTION 1. The sum of \$2,500,000 not previously appropriated, representing proceeds of an interest rate swap transaction between the City of Chicago and Goldman Sachs Capital Markets, L.P., has become available for appropriation for the year 1992.

SECTION 2. The sum of \$2,500,000 not previously appropriated is hereby appropriated from Fund 100 -- Corporate for the year 1992, and the Annual Appropriation Ordinance for the Year 1992, 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 take effect ten days after its passage and publication.

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

Exhibit "A".

Amendments To The 1992 Annual Appropriation Ordinance.

Fund 100 -- Corporate

Code	Department And Item	Strike No. Amount	Insert No. Amount
	Estimates Of Assets And Liabilities As Of January 1, 1992, And Estimates Of Revenue Which Are Appropriable For The Year 1992		
	Other Revenue	\$ 2,000,000	\$ 4,500,000
	Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1992)	1,689,353,000	1,691,853,000
	Finance General -- Other Operating Expenses 99-2005		
.9129	For supplementary funding for HIV/AIDS related programs administered by the Department of Health at the direction of the Budget Director	0	2,500,000

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
AND AMENDMENTS TO YEAR XVIII COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE 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 20, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an Amendment to the Year XVIII Community Development Block Grant Ordinance necessary to reflect an increase in the amount of Entitlement for Year XVIII, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 22, 1991, passed the ordinance authorizing submission of the final statement of objectives and projected use of Funds for Community Development Block Grant Year XVIII (hereinafter the "Year XVIII C.D.B.G. Ordinance"); and

WHEREAS, Section 17 of the Year XVIII C.D.B.G. Ordinance provides in relevant part that if the final entitlement of the City of Chicago to Year XVIII 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 Year XVIII C.D.B.G. Ordinance, the Budget Director shall compute the percentage difference, and the allocations for every department, agency and contractor-delegate agency shall be adjusted by the same percentage; and

WHEREAS, The United States Department of Housing and Urban Development has notified the Budget Director that the City of Chicago is entitled to \$3,781,320 (the "Year XVIII C.D.B.G. Supplement") in addition to amounts estimated in the Year XVIII C.D.B.G. 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 XVIII Community Development Block Grant entitlement to public services as defined in the regulation; and

WHEREAS, Literal implementation of Section 17 of the Year XVIII C.D.B.G. Ordinance would cause a violation of 24 C.F.R. § 570.201 (e)(3); and

WHEREAS, The newly entitled \$3,781,320 could further eliminate conditions which are hazardous to public safety and welfare in City of Chicago communities; and

WHEREAS, The Mayor is committed to preserving the safety of Chicago's citizens and improving the quality of neighborhoods; and

WHEREAS, The Year XVIII C.D.B.G. Supplement will support efforts to demolish hazardous, vacant buildings, repair vaulted sidewalks and provide sod for model blocks; now, therefore,

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

SECTION 1. The Ordinance Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community

Development Block Grant Year XVIII, 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 ten days after its passage and publication.

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

Exhibit "A".

*Amendments To The Year XVIII Community Development
Block Grant Ordinance.*

321 -- Community Development Block Grant Year XVIII Fund

Code	Department And Item	Strike No. Amount	Insert No. Amount
	Community Development Block Grant Entitlement for Year XVIII	\$93,900,000	\$97,681,320
	Department of Buildings -- 67		
	Hazardous Building Clearance -- 2520		
.0528	Demolition	3,000,000	5,500,000
	Department of Streets and Sanitation -- 81		

Code	Department And Item	Strike No. Amount	Insert No. Amount
	Emergency Vaulted Sidewalk Repair -- 2530		
.0521	Maintenance and Construction	\$1,184,000	\$1,965,320
	Department of Transportation -- 84		
	Model Blocks -- 2515		
.0526	Improvements to Existing Buildings	3,644,976	4,144,976

**AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT TO 1992 ANNUAL APPROPRIATION
ORDINANCE REFLECTING INCREASE IN
AMOUNT OF GRANT FUNDS RECEIVED
FROM FEDERAL AGENCIES.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 20, 1992.

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 Supplemental Appropriation and an Amendment to the 1992 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal agencies, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 40.

Nays -- None.

Alderman Hansen 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 1992 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 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 \$1,312,000 not previously appropriated, representing additional awards from agencies of the federal government, has become available for appropriation for the year 1992.

SECTION 2. The sum of \$1,312,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the Year 1992, and the Annual Appropriation Ordinance for the Year 1992, 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 1992 Appropriation Ordinance.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue for 1992		
	Awards from Agencies of the Federal Government	\$493,982,955	\$495,294,955

925 -- Grant Funds

13 Office Of Employment And Training:

Job Training Partnership Act (JTPA):

--	Title IIA (Adult and Youth)	33,741,000	34,295,000

Code	Department And Item	Strike Amount	Add Amount
--	Title IBO (Older Individuals)	1,062,000	\$1,074,000
--	Title III (Dislocated Workers)	6,890,000	7,309,000
41	Department of Health:		
	Tuberculosis Control	693,000	762,000
	Alcohol and Drug Abuse Prevention (CEPADA)	571,000	821,000
47	Department On Aging:		
	Foster Grandparents	327,000	335,000

**AUTHORIZATION FOR ACCEPTANCE OF GRANTS AND
DONATIONS TO FUND GALLERY 37 PROGRAM.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 20, 1992.

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 grants and donations necessary to fund the Gallery 37 Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Fund 925 of the Annual Appropriation Ordinance of the City for the Year 1992 (the "Appropriation Ordinance") is an authorization for the designated City departments and agencies to spend up to the amount appropriated for the purposes specified, subject to approval by the Budget Director and the receipt of the funds; and

WHEREAS, The Department of Cultural Affairs (the "Department") promotes public understanding and recognition of the importance of visual and performing cultural activity and also endeavors to enhance the opportunities for creative artists residing within the City; and

WHEREAS, From time to time the Department solicits and receives corporate and/or private donations (the "Donations") for the purpose of supporting various activities with respect to its Gallery 37 Program (the "Program"); and

WHEREAS, It is necessary to increase the amount appropriated in Fund 925 of the Appropriation Ordinance to reflect the amounts of these Donations which are anticipated or have been received; now, therefore,

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

SECTION 1. The City Council hereby appropriates to Fund 925 the amount of \$715,000 or such amounts as may actually be received by the City.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Donations received as required to carry out the Program.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

AUTHORIZATION FOR ACCEPTANCE OF GRANTS FROM
NATIONAL ENDOWMENT FOR THE ARTS TO FUND
NETWORK OF COMMUNITY CULTURAL
CENTERS AND DEVELOPMENT OF
DOWNTOWN CULTURAL
DISTRICT PLAN.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 20, 1992.

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 grants from the National Endowment for the Arts necessary to fund the development of a network of community cultural centers and the development of a downtown Cultural District Plan, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") through its Department of Cultural Affairs (the "Department") has been awarded grant funds in the aggregate amount of \$200,000 (the "Grant Funds") by the National Endowment for the Arts (the "N.E.A."); and

WHEREAS, The Grant Funds will be used to support the development of a network of community cultural centers throughout the City and to support the Department in the development of a downtown Cultural District plan for the City (the "Programs"); now, therefore,

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

SECTION 1. The City Council hereby appropriates to Fund 925 the amount of \$200,000 or such amounts as may actually be received by the City.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds received as required to carry out the Programs.

SECTION 3. The Commissioner of the Department is authorized to enter into coordination agreements, memoranda of understanding, intergovernmental agreements or other agreements with public and/or private sector agencies to effectuate the purposes of the Programs, subject to the review of the Corporation Counsel.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM
UNIVERSITY OF ILLINOIS TO FUND PROGRAM
PROVIDING IMPROVED EDUCATION OF
PUBLIC HEALTH STUDENTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 20, 1992.

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 a grant from the University of Illinois necessary to fund a program providing for improved education of public health students, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Health and Human Services ("H.H.S.") has awarded grant funds (the "Grant Funds") in the amount of \$50,000 to the University of Illinois (the "University"); and

WHEREAS, The Grant Funds are to be used to enhance the practice of public health through the improved teaching and education of public health students (the "Program"); and

WHEREAS, The University has determined that the City of Chicago (the "City") through its department of Health (the "Department") is specifically qualified to perform the services of the Program and that the University shall pay compensation to the Department in the amount of \$50,000 for the provision of those services; now, therefore,

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

SECTION 1. The City Council hereby appropriates to Fund 925 the amount of \$50,000 or such amounts as may actually be received by the City.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds received as required for the Department to provide services under the Program.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

AUTHORIZATION TO ESTABLISH CHICAGO ABANDONED
PROPERTY PROGRAM AND ACCEPTANCE OF
GRANT FROM CHICAGO COMMUNITY
TRUST TO ASSIST IN ITS
IMPLEMENTATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing establishment of the Chicago Abandoned Property Program (C.A.P.P.) and the acceptance of a grant from the Chicago Community Trust necessary to assist in the implementation of the program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code (Ill. Rev. Stat. 1991, Ch. 24, par. 11-31-1(d)) provides that the corporate authorities of any municipality may petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared, provided the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building ("Abandoned Properties"); and

WHEREAS, There exists within the City a substantial number of Abandoned Properties which threaten the health, safety, economic stability and general welfare of the citizens of the City; and

WHEREAS, It is in the interest of the City and its residents for the City to eradicate the economic blight and physical danger posed by Abandoned Properties by encouraging either the demolition or rehabilitation of the buildings thereon; and

WHEREAS, In an effort to reduce the blight and danger posed by Abandoned Properties, the City desires to establish the Chicago Abandoned Property Program ("C.A.P.P."), pursuant to which the City will acquire Abandoned Properties either through abandonment proceedings under Section 11-31-1(d) as cited above, or by foreclosing municipal liens (or accepting deeds in lieu thereof), and will thereafter convey said properties to selected parties who have proposed either to demolish or rehabilitate the buildings thereon ("Participants"); and

WHEREAS, A committee appointed by the Mayor ("C.A.P.P. Blue Ribbon Committee") shall screen and recommend the selection of Participants; and

WHEREAS, The City has applied for funds in the amount of \$199,000 ("Grant Funds") from the Chicago Community Trust, to be used for the implementation of C.A.P.P.; and

WHEREAS, C.A.P.P. will serve numerous social and economic policy objectives, including the reduction of the danger and blight which Abandoned Properties pose to residents of the City, the generation of real estate tax revenues, and the stimulation of private investment and development; now, therefore,

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

SECTION 1. All of the above recitals are expressly adopted as the legislative findings of the City Council and are incorporated herein and made a part hereof.

SECTION 2. There is hereby established the Chicago Abandoned Property Program ("C.A.P.P.") to be administered by the Department of Buildings ("Department").

SECTION 3. The City hereby appropriates Grant Funds in the amount of \$199,000, or such amounts as may actually be received, to Fund No. 925, to be used for the implementation of C.A.P.P..

SECTION 4. The Commissioner of the Department ("Commissioner") is hereby authorized to establish guidelines for the application, screening and selection of Participants, and, subject to the recommendations of the C.A.P.P. Blue Ribbon Committee and the approval of the City Council, to arrange for the conveyance of Abandoned Properties to Participants upon the City obtaining title thereto. The Commissioner is further authorized to execute, on behalf of the City, all documents (except for quitclaim deeds necessary and appropriate to accomplish the conveyance of Abandoned Properties to Participants, subject to the review and approval of the Corporation Counsel.

SECTION 5. The Mayor or his proxy is hereby authorized to execute, and the City Clerk to attest, quitclaim deeds conveying Abandoned Properties to Participants upon approval by the City Council.

SECTION 6. The Commissioner is hereby authorized, subject to the review and approval of the Corporation Counsel, to enter into and execute any and all documents, agreements, including intergovernmental agreements, and other instruments which may be necessary to implement C.A.P.P..

SECTION 7. This ordinance shall be effective by and from the date of 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 20, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration two (2) 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 California Boulevard.

Ordered, That the Commissioner of Water is hereby authorized to install 1,765 feet of 8-inch ductile iron water main in South California Boulevard, from West Roosevelt Road to West Ogden Avenue, at a total estimated cost of \$255,366 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01226.

Portion Of South Ingleside Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 278 feet of 8-inch ductile iron water main in South Ingleside Avenue, from East 57th Street to 270 feet north of the north line of East 57th Street, at a total estimated cost of \$55,660 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01218.

COMMITTEE ON BUILDINGS.

**AUTHORIZATION FOR ACQUISITION OF VARIOUS PARCELS
OF PROPERTY AND CONVEYANCE TO PARTICIPANTS
UNDER CHICAGO ABANDONED PROPERTY
PROGRAM.**

The Committee on Buildings submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a communication signed by Mayor Richard M. Daley (referred to your committee on April 29, 1992), enclosing two (2) ordinances authorizing the acquisition of parcels of real property for conveyance to participants pursuant to the Chicago Abandoned Property Program, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Vice-Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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):

1630 South Pulaski Road.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City; and

WHEREAS, The Chicago Abandoned Property Program ("C.A.P.P.") was created by the City to abate the danger posed by abandoned buildings through City acquisition and subsequent conveyance of said buildings to parties who propose either to demolish or rehabilitate them; and

WHEREAS, The City may seek to acquire properties improved with abandoned buildings through judicial proceedings pursuant to Section 11-31-1(d) of the Illinois Municipal Code if the Circuit Court finds such buildings to be dangerous, unoccupied by persons legally in possession, and delinquent in real estate taxes or water bills for two or more years; and

WHEREAS, There currently exists within the City a dangerous, apparently abandoned building located at 1630 South Pulaski Road ("Property") which Property is the subject of a court case entitled *City of Chicago v. Titus Missionary Baptist Church, et al*, case no. 87 M1 402035, and is legally described on Exhibit A attached hereto; and

WHEREAS, The Property was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building thereon was received by the City; and

WHEREAS, The Mayor's Blue Ribbon Committee has recommended to the City Council that the Property be awarded to HICA Corporation of North Lawndale, an Illinois not-for-profit corporation, 3724 West Lexington Street, Chicago, Illinois (hereinafter "Participant"), for the purpose of rehabilitating the building thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept Participant's proposal to take title to the Property upon the City obtaining a deed thereto and to execute on behalf of the City all documents (other than the quitclaim deed) necessary and appropriate to accomplish the conveyance of the Property to Participant, subject to the approval of the Corporation Counsel.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 1 in Oliver's Subdivision of Lot 2 in Assessor's Division of the southeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 1630 South Pulaski Road.

Permanent Index Number: 16-22-407-035.

1917 South Spaulding Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the the City; and

WHEREAS, The Chicago Abandoned Property Program ("C.A.P.P.") was created by the City to abate the danger posed by abandoned buildings through City acquisition and subsequent conveyance of said buildings to parties who propose either to demolish or rehabilitate them; and

WHEREAS, The City may seek to acquire properties improved with abandoned buildings through judicial proceedings pursuant to Section 11-31-1(d) of the Illinois Municipal Code if the Circuit Court finds such buildings to be dangerous, unoccupied by persons legally in possession, and delinquent in real estate taxes or water bills for two or more years; and

WHEREAS, The currently exists within the City a dangerous, apparently abandoned building located at 1917 South Spaulding Avenue ("Property"), which Property is the subject of a court case entitled *City of Chicago v. Carr, et al*, case no. 89 M1 400333, and is legally described on Exhibit A attached hereto; and

WHEREAS, The Property was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building thereon was received by the City; and

WHEREAS, The Mayor's Blue Ribbon Committee has recommended to the City Council that the Property be awarded to Blanca Dominguez of 2700 South Hamlin Avenue, Chicago, Illinois (hereinafter "Participant"), for the purpose of rehabilitating the building thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Buildings is authorized to accept Participant's proposal to take title to the Property upon the City obtaining a deed thereto and to execute on behalf of the City all documents (other than the quitclaim deed) necessary and appropriate to accomplish the conveyance of the Property to Participant subject to the approval of the Corporation Counsel.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute and the City Clerk to attest, a quitclaim deed conveying the Property to Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A"

Legal Description.

Lot 42 and the north half of Lot 41 in Block 14 in Douglas Park Addition to Chicago, being a subdivision of that part of the east half of the southeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian lying south of Ogden Avenue, also Lots 4 and 5 of Circuit Court Partition of the west half of the west half of Section 24, Township 39

North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 1917 South Spaulding Avenue.

Permanent Index Number: 16-23-421-005.

AUTHORIZATION FOR SUBSTITUTION OF PARTICIPANTS
UNDER CHICAGO ABANDONED PROPERTY
PROGRAM.

The Committee on Buildings submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a communication signed by Mayor Richard M. Daley (referred to your committee on April 29, 1992), enclosing four (4) ordinances authorizing the substitution of participants in the Chicago Abandoned Property Program, begs leave to recommend that your Honorable Body *Pass* the proposed ordinances, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Vice-Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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):

2711 West Adams Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Chicago Abandoned Property Program ("C.A.P.P.") was created by the City to abate the danger posed by abandoned buildings through City acquisition and subsequent conveyance of said buildings to parties who propose either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City of Chicago passed an ordinance on September 11, 1991, authorizing the acquisition and subsequent conveyance of the property commonly known as 2711 West Adams Street, Chicago, Illinois and legally described on Exhibit A attached hereto ("Property"), to Minority Entrepreneurs Network Exchange, Inc., of 40 East 9th Street, Chicago Illinois ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon its acquisition by the City; and

WHEREAS, The Commissioner has recommended that Minority Entrepreneurs Network Exchange, Inc., be withdrawn as Participant due to said unwillingness and/or inability to accept title, and be replaced by Inner-City Agape Enterprises, an Illinois not-for-profit corporation of 3017 West Fifth Avenue, Chicago, Illinois, who has submitted a proposal to rehabilitate the abandoned building on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval and designation of Minority Entrepreneur Network Exchange, Inc., as Participant is hereby revoked, and Inner-City Agape Enterprises, an Illinois not-for-profit corporation of 3017 West Fifth Avenue, Chicago, Illinois is hereby substituted as Participant for the purpose of acquiring the Property and rehabilitating the building thereon in accordance with the provision of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the aforementioned September 11, 1991 C.A.P.P. ordinance shall remain in full force and effect.

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

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

Exhibit "A".

Legal Description.

Lots 1 (except the east 7.5 feet thereof) in Webb's Subdivision of Lots 6 and 7 in Block 2 in Rockwells' Addition to Chicago in Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2711 West Adams Street.

Permanent Index Number: 16-13-212-017.

8813 South Commercial Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any

power and perform any function pertaining to its government and affairs;
and

WHEREAS, The Chicago Abandoned Property Program ("C.A.P.P.") was created by the City to abate the danger posed by abandoned buildings through City acquisition and subsequent conveyance of said buildings to parties who propose either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City of Chicago passed an ordinance on October 2, 1991, authorizing the acquisition and subsequent conveyance of the property commonly known as 8813 South Commercial Avenue and legally described on Exhibit A attached hereto ("Property"), to A Action Builders, Inc. of 10918 South Western Avenue, Chicago, Illinois ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon its acquisition by the City; and

WHEREAS, The Commissioner has recommended that A Action Builders, Inc. be withdrawn as Participant due to said unwillingness and/or inability to accept title, and be replaced by Southeast Chicago Development Commission, an Illinois not-for-profit corporation, of 9204 South Commercial Avenue, who has submitted a proposal to demolish the abandoned building on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval and designation of A Action Builders, Inc. as Participant is hereby revoked, and Southeast Chicago Development Commission, an Illinois not-for-profit corporation of 9204 South Commercial Avenue is hereby substituted as Participant for the purpose of acquiring the Property and demolishing the building thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the aforementioned October 2, 1991 C.A.P.P. ordinance shall remain in full force and effect.

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

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

Exhibit "A".

Legal Description.

Lot 41 in Block 24 in the subdivision by the Calumet & Chicago Canal & Dock Co. of parts of fractional Sections 5 and 6, in Township 37 North, Range 15, lying East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 8813 South Commercial Avenue.

Permanent Index Number: 26-06-210-005.

3811 South Lake Park Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Chicago Abandoned Property Program ("C.A.P.P.") was created by the City to abate the danger posed by abandoned buildings through City acquisition and subsequent conveyance of said buildings to parties who proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City of Chicago passed an ordinance on September 11, 1991, authorizing the acquisition and subsequent conveyance of the property commonly known as 3811 South Lake Park Avenue and legally described on Exhibit A attached hereto ("Property"), to Sylvester Ames of 4850 South Lake Park Avenue, Chicago, Illinois ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon its acquisition by the City; and

WHEREAS, The Commissioner has recommended that Sylvester Ames be withdrawn as Participant due to said unwillingness and/or inability to accept title, and be replaced by Vivian Oglesby of 5000 South Indiana Avenue, Chicago, Illinois, who has submitted a proposal to rehabilitate the abandoned building on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval and designation of Sylvester Ames as Participant is hereby revoked, and Vivian Oglesby is hereby substituted as Participant for the purpose of acquiring the Property and rehabilitating the building thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the aforementioned September 11, 1991 C.A.P.P. ordinance shall remain in full force and effect.

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

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

Exhibit "A".

Legal Description.

Lot 2 in Reading's Subdivision of Lot 2 in Wilcox Subdivision of Lots 9 and 10 in Block 2 in Cleaverville in Sections 34 and 35, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 3811 South Lake Park Avenue.

Permanent Index Number: 17-35-102-023.

2121 South Spaulding Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Chicago Abandoned Property Program ("C.A.P.P.") was created by the City to abate the danger posed by abandoned buildings through City acquisition and subsequent conveyance of said buildings to parties who propose either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City of Chicago passed an ordinance on October 2, 1991, authorizing the acquisition and subsequent conveyance of the property commonly known as 2121 South Spaulding Avenue, and legally described on Exhibit A attached hereto ("Property"), to Marion Jenkins of 1125 North Avers Avenue, Chicago, Illinois ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon its acquisition by the City; and

WHEREAS, The Commissioner has recommended that Marion Jenkins be withdrawn as Participant due to said unwillingness and/or inability to accept title, and be replaced by George Johnson of 1516 North Menard Avenue, Chicago, Illinois, who has submitted a proposal to rehabilitate the abandoned building on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval and designation of Marion Jenkins as Participant is hereby revoked, and George Johnson of 1516 North Menard Avenue, Chicago, Illinois is hereby substituted as Participant for the purpose of acquiring the Property and rehabilitating the building thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the aforementioned October 2, 1991 C.A.P.P. ordinance shall remain in full force and effect.

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

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

Exhibit "A".

Legal Description.

Lot 32 in resubdivision of Block 21 in Douglas Park Addition to Chicago in the east half of the southeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2121 South Spaulding Avenue.

Permanent Index Number: 16-23-427-008.

Re-Referred -- AUTHORIZATION FOR INSTITUTION OF
ABANDONED BUILDINGS DISPOSITION PROGRAM.

The Committee on Buildings submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance referred to our committee on April 29, 1992, directing the Department of Buildings to create an abandoned building disposition program, at a committee meeting on May 6, 1992, it was determined that this ordinance be *Re-Referred* to the Committee on Housing and Real Estate.

Respectfully,

(Signed) THOMAS W. CULLERTON,
Vice-Chairman.

On motion of Alderman Cullerton, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Housing and Real Estate* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

COMMITTEE ON ECONOMIC AND
CAPITAL DEVELOPMENT.

APPROVAL OF DESIGNATION OF I-55/ASHLAND
REDEVELOPMENT AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development, Valerie Jarrett, approving the designation of the I-55/Ashland Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Community Development Commission of the City of Chicago, hereinafter referred to as the "Commission", is authorized by Chapter 2-124-010 of the Municipal Code of the City of Chicago to designate redevelopment areas and, pursuant to said Chapter 2-124-010, has approved the designation of the I-55/Ashland Redevelopment Area on May 12, 1992; and

WHEREAS, The I-55/Ashland Redevelopment Area is bounded as follows:

beginning at the intersection of the center line of the West Fork of the South Branch of the Chicago River and the east line of South Ashland Avenue; thence southerly along said east line of South Ashland Avenue to the intersection with the north right-of-way line of the Illinois Central Gulf Railroad; thence southwesterly along said north right-of-way line of the Illinois Central Gulf Railroad to the intersection with the center line (extended southward) of the Santa Fe Slip east of Damen Avenue; thence northerly along said center line to the intersection with the aforesaid center line of the West Fork of the South Branch of the Chicago River; thence easterly along said center line to the point of beginning; all in the southeast quarter of Section 30, Township 39, Range 14, in the City of Chicago, County of Cook and State of Illinois; and

WHEREAS, The City Council of the City of Chicago has studied the eligibility of I-55/Ashland Redevelopment Area and desires to evidence its approval of the area as a Redevelopment Area; now, therefore,

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

SECTION 1. The designation of the I-55/Ashland Redevelopment Area is hereby approved.

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

APPROVAL OF REDEVELOPMENT PLAN FOR
I-55/ASHLAND REDEVELOPMENT AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett approving the Redevelopment Plan for the I-55/Ashland Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by the members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of Chicago, the Community Development Commission of the City of Chicago, hereinafter referred to as the "Commission", has designated the I-55/Ashland Redevelopment Area, hereinafter referred to as the "Area", on May 12, 1992; and

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of Chicago, the Commission approved a redevelopment plan for the Area on May 12, 1992, entitled "I-55/Ashland Redevelopment Plan" which is incorporated herein by this reference; and

WHEREAS, The City Council has received said I-55/Ashland Redevelopment Plan and has determined that it is in accordance with contemporary planning principles; now, therefore,

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

SECTION 1. The I-55/Ashland Redevelopment Plan is hereby approved.

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

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 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of General Services authorizing the acceptance of bids at the following locations:

1745 North Artesian Avenue;

3050 South Broad Street;

3249 South Carpenter Street;

3013 South Lock Street;

1926 West Race Avenue; and

1310 South Rockwell 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 Troutman, said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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):

1745 North Artesian Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Daniel H. Whitman, 1310 West Howard Street, Chicago, Illinois 60626, to purchase for the sum of \$6,600.00, the city-owned vacant property, as advertised, described as follows:

Lot 44 in Oswald & Jaeger's Subdivision of Block 5 in Johnston's Subdivision of the east half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1745 North Artesian Avenue, Permanent Tax No. 13-36-424-007)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$660.00 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.

3050 South Broad Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ruby Leong, 336 West 24th Place, Chicago, Illinois 60616, to purchase for the sum of \$25,101.00, the city-owned vacant property as advertised, described as follows:

Lot 26 in Broad & Pitney's Subdivision of Block 30 and Lot 2 in Block 29 in Canal Trustees' Subdivision of the south fraction of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3050 South Broad Street, Permanent Tax No. 17-29-320-036)

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 \$2,510.10 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.

3249 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 Ruby Leong, 336 West 24th Place, Chicago, Illinois 60616, to purchase for the sum of \$20,101.00, the city-owned vacant property as advertised, described as follows:

Lot 12 in Wells and Garners Subdivision of Lots 13 to 36 inclusive in Ludwig and Magnus Addition to Chicago, being a resubdivision of Schlacks Subdivision of Lot 1 in the County Clerk's Division of Block 5 of the Assessor's Division of the northwest quarter of the west half of the northeast quarter of Section 32, Township 39 North, Range 14, and 10 feet north and adjoining said Lot 1 together with the street now vacated, laid out in said subdivision known as 33rd Street, extending from the west line thereof to the west line of Laurel Street, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3249 South Carpenter Street, Permanent Tax No. 17-32-217-116)

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 \$2,010.10 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.

3013 South Lock Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert M. Kowalski, 526 West 29th Street, Chicago, Illinois 60616, to purchase for the sum of \$15,924.00, the city-owned vacant property, as advertised, described as follows:

Lot 17 in subdivision of Lot 2 in Block 28 in Canal Trustees' Subdivision of the south fractional half of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3013 South Lock Street, Permanent Tax No. 17-29-322-021)

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 \$1,592.40 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.

1926 West Race Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Guiseppe Ficarella, 4032 North Scott Street, Schiller Park, Illinois 60176, to purchase for the sum of \$13,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 37 in Cochran's Subdivision of that part of Block 20 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1926 West Race Avenue, Permanent Tax No. 17-07-216-038)

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 \$1,300.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1310 South Rockwell Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John Mengel, 1301 South Rockwell Street, Chicago, Illinois 60608, to purchase for the sum of \$2,575.00, the city-owned vacant property, as advertised, described as follows:

Lot 6 in subdivision of Lot 24 in Block 1 in Cook & Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 1310 South Rockwell Street,
Permanent Tax No. 16-24-209-028)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$257.50 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.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES LOCATED ON WEST
LEXINGTON AVENUE BY W.O.W.
INVESTMENTS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of General Services authorizing the acceptance of bids at the following locations:

2447 West Lexington Street;

2449 West Lexington Street;

2451 West Lexington Street; and

2455 West Lexington 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 Troutman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, 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.

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

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

2447 West Lexington Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of W.O.W. Investments, 1440 West Taylor Street, Chicago, Illinois 60607, to purchase for the sum of \$12,101.00, the city-owned vacant property previously advertised, described as follows:

Lot 6 in subdivision of Lots 1 to 10 of S.W. Rawson's Subdivision of the southeast quarter of the northeast quarter of the southeast quarter of the east half 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 2447 West Lexington Street, Permanent Tax No. 16-13-411-009)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,210.10 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.

2449 West Lexington Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of W.O.W. Investments, 1440 West Taylor Street, Chicago, Illinois 60607, to purchase for the sum of \$12,101.00, the city-owned vacant property, as advertised, described as follows:

Lot 7 in subdivision of Lots 1 to 10 inclusive in S.W. Rawson's Subdivision of the southeast quarter of the northeast quarter of the southeast quarter of Section 13, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2449 West Lexington Street, Permanent Tax No. 16-13-411-008)

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 \$1,210.10 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.

2451 West Lexington Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of W.O.W. Investments, 1440 West Taylor Street, Chicago, Illinois 60607, to purchase for the sum of \$12,101.00, the city-owned vacant property, as advertised, described as follows:

Lot 8 in subdivision of Lots 1 to 10 inclusive, in S.W. Rawson's Subdivision of the southeast 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 2451 West Lexington Street, Permanent Tax No. 16-13-411-007)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,210.10 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.

2455 West Lexington Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of W.O.W. Investments, 1440 West Taylor Street, Chicago, Illinois 60607, to purchase for the sum of \$12,101.00, the city-owned vacant property, as advertised, described as follows:

Lot 10 in subdivision of Lots 1 to 10 inclusive, in S.W. Rawson's Subdivision of the southeast 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 2455 West Lexington Street, Permanent Tax No. 16-13-411-005) Special Assessments due,

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,210.10 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 RE-ADVERTISE SAID PROPERTIES
FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of General Services rejecting bids at the following locations:

923 North Ashland Avenue;

4510 West Fulton Street;

4025 West Lexington Street;

4029 West Lexington Street;

3637 West Roosevelt Road;

3645 West Roosevelt Road;
331 North Sacramento Avenue/2959 West Carroll Avenue;
6534 South Vernon Street; and
2438 -- 2444 West 34th Place,

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 Troutman, each of the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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):

923 North Ashland Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Juan Daniel Almazan, 5550 South Albany Avenue, Chicago, Illinois 60629, to purchase for the sum of \$1,100.00, 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 10 (except the north 2 feet and except that part lying west of a line 50 feet east of and parallel with the west line of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois) in A.J. Avorell's Subdivision of the south half of Block 21 in Canal Trustees' Subdivision of the west part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 923 North Ashland Avenue, Permanent Tax No. 17-05-319-002)

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.

4510 West Fulton Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Bernard Gallaway, 4512 West Fulton Street, Chicago, Illinois 60624, 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 43 in Block 11 in resubdivision of Blocks 3, 6, 11 and 12 in West Chicago Land Company's Subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4510 West Fulton Street, Permanent Tax No. 16-10-310-016)

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.

4025 West Lexington Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Lester and Patricia Chambers, 4031 West Lexington Street, Chicago, Illinois 60624, to purchase for the sum of \$1,500.00, 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:

Lot 38 and the east half of Lot 39 in Block 2 in Butler-Cummings & Sculley's Subdivision of part of Munson's Addition to Chicago in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4025 West Lexington Street, Permanent Tax No. 16-15-413-015)

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.

4029 West Lexington Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Lester and Patricia Chambers, 4031 West Lexington Street, Chicago, Illinois 60624, to purchase for the sum of \$1,500.00, 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:

Lot 40 and the west half of Lot 39 in Block 2 in Butler Cummings and Scully's Subdivision of part of Munson's Addition in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4029 West Lexington Street, Permanent Tax No. 16-15-413-045)

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.

3637 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of Samy Hammad, 2 Shelburne Drive, Oak Brook, Illinois 60521, to purchase for the sum of \$1,001.00, 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 in Block 2 in Miller's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3637 West Roosevelt Road, Permanent Tax No. 16-23-105-007)

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.

3645 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of Samy Hammad, 2 Shelburne Drive, Oak Brook, Illinois 60521, to purchase for the sum of \$1,001.00, 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 5 in Block 2 in Miller's Subdivision of the northeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3645 West Roosevelt Road, Permanent Tax No. 16-23-105-004)

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.

331 North Sacramento Avenue/
2959 West Carroll Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of John G. Novak, 4N529 Babson Lane, St. Charles, Illinois 60175, 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:

Lot 1 in Oliver L. Watson's Resubdivision of Lots 22 and 23 in Flint's Addition to Chicago, being a subdivision of Blocks 4, 5, 10, 11, 18, 19, 25 and 26 in D. S. Lee and Others Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 331 North Sacramento Avenue/2959 West Carroll Avenue, Permanent Tax No. 16-12-306-001)

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.

6534 South Vernon Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of William Kenner, 6532 South Vernon Street, Chicago, Illinois 60628, to purchase for the sum of \$300.00, 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 16 and the south half of Lot 15 in Block 1 in Oakwoods Subdivision of the north half of the south half of the northeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6534 South Vernon Street, Permanent Tax No. 20-22-216-032)

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.

2438 -- 2444 West 34th Place.

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

SECTION 1. The City of Chicago hereby rejects the bid of Juan Daniel Almazan, 5550 South Albany Avenue, Chicago, Illinois 60629, to purchase for the sum of \$1,400.00, 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 22 to 26 inclusive in Gage's Subdivision of Block 34 (except the west 100 feet thereof) in Samuel 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, in Cook County, Illinois (commonly known as 2438 -- 2444 West 34th Place, Permanent Tax No. 16-36-203-017)

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 EXECUTION OF EASEMENT
AGREEMENT WITH CHICAGO PARK DISTRICT
FOR INSTALLATION, OPERATION AND
MAINTENANCE OF WATER MAIN
IN WILSON PARK.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

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 Water authorizing the execution of an

easement agreement with the Chicago Park District, granting the City of Chicago an easement to install, operate and maintain a water main in Wilson Park, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Park District ("Park District") owns, controls and operates the real estate commonly known as Wilson Park ("Property") which Property is described and depicted on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, The City of Chicago ("City") desires to install, operate and maintain a water main upon the Property; and

WHEREAS, The Park District desires to grant the City an easement to install, operate and maintain a water main upon the Property; now, therefore,

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

SECTION 1. That the Mayor or his proxy is authorized to execute on behalf of the City an easement agreement for the right to install, operate and maintain a water main, substantially in the form attached hereto as Exhibit B, subject to the approval of the Corporation Counsel and the Commissioner of Water.

SECTION 2. That this ordinance shall take effect upon its passage.

[Exhibit "A" attached to this ordinance
unavailable at time of printing.]

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

Exhibit "B".

*Wilson Park
Easement Agreement.*

This Agreement, made and entered into this 23rd day of August, 1991, by and between the Chicago Park District, a municipal corporation, organized and existing under the laws of the State of Illinois (Ill. Rev. Stat., Ch. 105 §333.1 et seq.) 425 East McFetridge Drive, Chicago, Illinois 60605 ("Grantor") and the City of Chicago, a municipal corporation and home rule unit of government, organized and existing under the laws of the State of Illinois ("Grantee").

Witnesseth:

Whereas, Grantor is the owner of certain real estate situated in the County of Cook, State of Illinois, and commonly known as Wilson Park, which real estate is described and depicted on the Plat attached hereto as Exhibit A and by this reference incorporated herein and made a part hereto, and which real estate shall be referred to hereinafter as the "Easement Premises"; and

Whereas, The Grantee desires, through its Department of Water, to locate a water main in, upon, under, along and across the Easement Premises at a location depicted on Exhibit A; and

Whereas, Grantor is willing to grant to the Grantee a permanent easement at the Easement Premises for the purpose of installing, operating and maintaining a water main upon the terms and conditions set forth herein;

Now, Therefore, In consideration of the foregoing and for the sum of One Dollar and other value consideration, receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

(1) Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual easement and right-of-way to install, operate, maintain, remove or repair, from time to time, a water main or water pipes for the proper transportation or circulation of water, together with related attachments, equipment and appurtenances thereto (said water main and attachments, equipment and appurtenances hereinafter collectively referred to as the "Pipeline") subject to the terms and conditions hereinafter set forth, in, upon, under, along and across the Easement Premises together with all reasonable rights of ingress and egress across any adjoining lands of Grantor necessary for the exercise of the rights herein granted provided that any entry onto adjoining lands outside the Easement Premises, temporary construction easement, or approved access routes is expressly subject to the approval of the Grantor.

(2) The Grantee agrees that any installation or repair of the Pipeline shall be done in a good, workmanlike manner and in such a way as to insure minimum damage to the trees, and further that such installation and repair to the Pipeline shall be performed at a time when recreational activities at Wilson Park will be least disrupted.

(3) The Grantee shall be responsible for all costs of installation, maintenance, or repair of the Pipeline as well as complete restoration of the site following completion of construction to the conditions that existed prior to the start of construction. All work and restoration of park property shall be subject to the approval of the Grantor.

(4) Grantor shall provide the Grantee with record drawings of all existing underground utilities located on the Easement Premises provided, however, that the Grantee shall be responsible for verifying the accuracy of the drawings.

(5) The Grantee agrees to maintain any existing utilities as well as any additional utilities that may be revealed at the Easement Premises.

(6) The Grantee agrees that it will save and hold Grantor harmless from all damages, costs or liabilities suffered because of injury to or death of any person or persons or damage to property that may arise out of or as a consequence of the performance of any work done by or under the authority of the Grantee or any acts or omissions of the Grantee or its

authorized agents, servants or employees in the installation or repair of the Pipeline.

(7) Grantor hereby reserves the right to full use and enjoyment of the Easement Premises and its adjacent property in any manner consistent with and necessary to the operation, maintenance, or restoration of Wilson Park.

(8) In the event the Grantee abandons the Pipeline in place in that it does not use or operate the Pipeline for a period of five (5) consecutive years or more, the Grantee shall insure that the Pipeline, including all attachments and appurtenances, shall be backfilled with sand or other material approved by the Grantor and that all surface equipment installed as part of the Pipeline is removed. In the event the Grantee permanently removes the Pipeline, such removal shall be in accordance with plans subject to the prior approval of the Grantor. If the Grantee either permanently removes the Pipeline or abandons it in place, then this grant of easement shall terminate and all rights granted hereunder shall revert to Grantor.

(9) All rights, titles and privileges herein granted, including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, grantees, successors, assigns and legal representatives.

(10) The easement granted by this Agreement was approved by Resolution of the Chicago Park District Board of Commissioners on October 10, 1989.

In Witness Whereof, The parties hereto have caused this instrument to be executed by their proper officers duly authorized to execute the same.

Chicago Park District (Grantor)

City of Chicago (Grantee)

(Signed) Richard A. Devine
President

Attest:

Attest:

(Signed) Stephen R. Herman

Approved As To Form And Legality:

(Signed) Nancy Hyat
General Attorney,
Chicago Park District

APPROVAL OF AMENDMENTS TO DESIGNATION OF SITES FOR
CONSTRUCTION OF NEW SCHOOLS IN CONNECTION WITH
BOARD OF EDUCATION 1990 CAPITAL
IMPROVEMENT PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Public Building Commission approving amendments to the designation of sites for the construction of new schools for the Board of Education by the Commission, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, At the request of the Board of Education of the City of Chicago (the "Board"), the Public Building Commission of Chicago (the "Commission") has heretofore undertaken the 1990 Capital Improvement Program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities (the "Project"); and

WHEREAS, Pursuant to the provisions of "an Act to authorize the creation of Public Building Commissions and to define their rights, powers, and duties, approved July 5, 1955", as amended (the "Act"), the Commission, by resolution, heretofore selected, located and designated certain sites for the Project; and

WHEREAS, The City Council of the City of Chicago (the "City Council") passed an ordinance (the "Site Designation Ordinance") approving the site designations for the Project on May 16, 1990, at pages 16233 through 16244, inclusive, of the Journal of the Proceedings of the City Council (the "Journal"); and

WHEREAS, The Site Designation Ordinance was heretofore amended by the City Council at the request of the Commission on March 15, 1991 and January 14, 1992, at pages 31237 through 31250 and 11601 through 11628, respectively, of the Journal; and

WHEREAS, The Commission, by resolution adopted on February 11, 1992, approved a further amendment of the sites designated for the Project by substituting certain replacement sites (the "Replacement Sites") as described hereinbelow in lieu of original sites (the "Original Sites") designated for the Project; and

WHEREAS, The Replacement Sites are conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for the Project; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Commission has requested that the City Council approve the Replacement Sites so selected, located and designated by the Commission, as sites to be acquired and improved in connection with the Project; now, therefore,

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

SECTION 1. The City Council does hereby approve a further amendment of the Site Designation Ordinance by including the Replacement Sites in lieu of the Original Sites all as described hereinbelow, as sites to be acquired and improved in connection with the Project:

New Construction -- New Schools.

Original Sites

4100 South Kedzie Avenue
Chicago, Illinois 60632
Approximately 3.01 acres

Northwest corner of West 43rd
Street and South Marshfield
Avenue
Chicago, Illinois 60609
Approximately 2.30 acres

Replacement Sites

2800 -- 2810 West 38th Street
Chicago, Illinois 60632
Approximately 3 acres

4236 South Marshfield Avenue
Chicago, Illinois 60609
Approximately 3.54 acres

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage as required by law.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT
9502 THROUGH 9516 SOUTH EMERALD AVENUE
FOR EXPANSION OF WOODSON
REGIONAL LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

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 Transportation, authorizing the purchase of property at 9502 through 9516 South Emerald Avenue, to be used for the expansion of the Woodson Regional Library, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On May 22, 1991, Council Journal of Proceedings, pages 1411 to 1414, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Chicago Public Library, the property located at 9502 to 9516 South Emerald Avenue, Chicago, Illinois, legally described on Exhibit A attached hereto; and

WHEREAS, The Commissioner of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with William C. Jordan, Sr. and Picola C. Jordan, the owners and holders of record title, for the sale of the property to the City for the sum of \$97,300.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey the City fee simple absolute title to the parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the Chicago Title Insurance Company the sum of \$97,300.00 for the parcel of property. Payment for the parcel is to be made from Account No. 052-91-2005-0610-0610-7790.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the parcel, subject to the approval of the Corporation Counsel as to form and legality.

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

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

Exhibit "A".

Lot 1 (except the north 21 feet thereof) and Lots 2 to 6 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).

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 4101 SOUTH CICERO AVENUE FOR DEPARTMENT
OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

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 approving a lease at 4101 South Cicero Avenue for the Department of Streets and Sanitation (Lease No. 13009), 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 Metropolitan Water Reclamation District of Greater Chicago, as Lessor and the City of Chicago, as Lessee for approximately 3.91 acres of land within Lots 50 and 52 along the southerly bank of the main channel easterly of Cicero Avenue, commonly known as 4101 South Cicero Avenue, for use as a Bureau of

Electricity storage yard, by the Department of Streets and Sanitation; such lease to be approved by the Commissioner of the Department of Streets and Sanitation, 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 Agreement.
(Governmental Form)

This Indenture, made this 20th day of December, 1990, by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the City of Chicago, an Illinois municipal corporation, with principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (hereinafter designated the "Lessee").

Witnesseth That:

Article One.

1.01.

Premises Leased.

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the premises legally described in Exhibit "A" which is attached hereto and made a part hereof and depicted in the plat of survey marked Exhibit "B" which is attached hereto and made a part hereof, located in the County of Cook and State of Illinois for public or public recreation purposes, as more specifically described in Article Three, Paragraph 3.07 hereof pursuant to Ch. 42, Il. Rev. Stat., Secs. 327 and

327c(11), consisting of approximately 168,142 square feet or 3.86 acres of vacant real estate and commonly known as 4101 South Cicero Avenue, Chicago, Illinois.

1.02.

Term Of Lease.

The term of this Lease is five (5) years, beginning on the 1st day of January, 1991, A.D., and ending on the 31st day of December, 1995, A.D., unless said term shall be sooner ended under the provisions hereof.

Anything Contained In This Lease To The Contrary Notwithstanding, This Lease Is Terminable By Lessor In Accordance With Service Upon Lessee Of A One Year Notice To Terminate After Determination By The Board Of Commissioners And General Superintendent Of Lessor That The Demised Premises (Or Part Thereof) Has Become Essential To The Corporate Purposes Of The Lessor. In Such Event, Any Rent Due Shall Be Abated In Direct Proportion To The Area Recovered Hereunder As Compared To The Area Of The Original Leasehold.

This Lease Is Mutually Terminable By The Lessee In Accordance With Service Upon Lessor Of A One Year Notice To Terminate.

1.03.

Lease Executed By Lessor Without Warranties.

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the premises and authority to execute this Lease and building and zoning laws affecting the demised premises. The Lessee has examined the title to the premises and Lessor's authority to enter into this Lease and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the demised premises and is satisfied that he may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the demised premises in accordance with the uses set forth in Section 3.07 of this Lease:

- (a) In the event on the date hereof or at any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its

own expense within one (1) year of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits;

(b) The failure of the Lessee to obtain such zoning change as may be necessary and/or such building permit, within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of the Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

1.04.

Effect Of Condemnation Of Leasehold Premises.

It is expressly covenanted by the parties hereto that in the event of any condemnation of the premises herein leased, of the leasehold herein granted, or any part thereof, the entire condemnation award shall be the sole property of the Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the leasehold premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this Lease.

Article Two.

2.01.

Rent And Additional Compensation.

The Lessee covenants and agrees, in consideration of the leasing of the premises aforesaid, to pay to the Lessor as rent for the said demised premises:

(a) **Basic Annual Rental Payment.** During the five year period from January 1, 1991 through December 31, 1995, the annual rental shall be Twelve Thousand Six Hundred Ten and 65/100 Dollars (\$12,610.65) per annum, payable in annual installments, each to be due on the 1st day of

every year during the term hereof with the first installment being due on the 1st day of January, 1991. The annual rent shall be equal to ten percent (10%) of the 1990 appraised fair market value of the fee simple estate of the land upon which the leasehold is located. The annual rent so established shall remain in force and effect for a period of five (5) years.

(b) All annual rental payments required to be made by Lessee hereunder, shall be paid in annual installments, in advance for each yearly period on the 1st day of January, 1991 and the 1st day of January thereafter for the duration of this Lease.

(c) In addition, the Lessee shall pay all administrative and legal costs incurred by the Lessor in collecting and arrearage in rent including but not limited to payment for legal work for the preparation of lawsuits and for the issuance of notices.

Article Three.

General Provisions

3.01.

Interest On Rent Not Paid When Due.

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency following a 60-day grace period from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding day.

3.02.

Rent Reserved To Be Liens On All Buildings, Et Cetera., Erected On Premises.

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for said demised premises and each and every installment thereof

shall be and is hereby declared to be a valid lien upon all buildings and other improvements on said demised premises or that may at any time be erected, placed or put on said demised premises by the Lessee and upon the interest of said Lessee in this lease and in the premises hereby leased.

3.03.

*Forcible Collection Of Rent By Lessor Not To
Affect Release Of Obligations.*

It is expressly understood and agreed that the forcible collection of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04.

*Right Of Lessor To Re-Enter Premises Upon Expiration
Of Notice.*

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorneys to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (as the case may be) after the giving of said notice to declare said term ended and upon the demised premises or any part thereof, either with or without process of law, to re-enter, to expel, remove, and put out, the Lessee or any other person or persons occupying the premises using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on said demised premises, whether the same

shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on said demised premises as security for the payment of said rent in a manner aforesaid. And, if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns hereby covenants and agrees to surrender and deliver up said premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of said demised premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.05.

Use Of Premises.

It is understood that the said demised premises are to be used by said Lessee for the sole and exclusive purpose of a storage yard for streetlights and other related materials by the Bureau of Electricity and for no other purpose whatsoever.

3.06.

Prohibited Uses And Activities.

Lessee specifically agrees not to use the said demised premises or any part thereof, or suffer them to be used for tanneries, slaughterhouses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away or consumed with the knowledge and consent of Lessee on the leasehold premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dramshop insurance or other

applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured.

3.07.

*Lessee To Yield Up Premises, Et Cetera, Upon Expiration Of Lease
And Demolish Any Improvements If Notified By Lessor.*

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said demised premises, together with any buildings or improvements which may be constructed or placed upon said demised premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. One hundred twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on leasehold premises detracts from the value of the leasehold premises. Lessee will, upon receipt of ninety (90) days advance written notice, demolish the improvements as required by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

The Lessor may recover any portion of the leased premises that may be required for its corporate purposes upon one year's advance written notice. Rental payments are to be abated proportionately.

3.08.

Failure Of Lessor To Insist On Provisions: No Waiver.

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every of said obligations arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor

as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to it under the provisions of this Lease, such waiver shall be construed strictly in its favor and shall not estop it to insist upon any rights subsequently accruing to it under this Lease not in terms specifically waived; and the Lessee covenants and agrees that if it violates any of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of such violation shall estop it to insist upon its street rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease reserved and that no acceptance by the Lessor of any payment of any other unpaid installment or installments of rent in lawful money of the United States of America, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.09.

Various Rights, Cumulative, Et Cetera.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.10.

Right To Mortgage Leasehold Interest.

The Lessee is hereby expressly given the right, at any time and from time to time, to mortgage its leasehold interest in said demised premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of said demised premises and the

interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on said demised premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not become personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the leasehold estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expirations of the term of said leasehold.

3.11.

No Nuisance Permitted.

The Lessee covenants and agrees not to maintain any nuisance on the demised premises or permit any noxious odors to emanate from the demised premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said demised premises.

3.12.

Premises To Remain Clean And Sanitary.

The Lessee covenants and agrees to keep the demised premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.13.

Lessee Shall Abide By Law.

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the premises are located), the State of

Illinois, the United States of America and enforcement and regulatory agencies thereof, and the Metropolitan Water Reclamation District of Greater Chicago, which regulate or control the demised premises, the Lessee and/or Lessee's use of the demised premises.

Article Four.

4.01.

Indemnification.

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants and employees against any loss, damage or cost employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use of said demised premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon said demised premises, whether the same be caused by the negligence of any contractor employed by Lessee, or its officers, agents or employees or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about said demised premises, or the use of said demised premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements and executions in any manner growing out of, pertaining to or connected therewith.

4.02.

Indemnification Against Mechanics' Liens.

The Lessee agrees to save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon said demised premises by or in behalf of Lessee or at Lessee's instance.

4.03.

Insurance.

The Lessee, prior to entering upon said premises and using the same for the purpose for which this Lease is granted, shall prepare and transmit to the Lessor an acknowledged statement that the Lessee is a self-insurer, and that such statement is issued in lieu of certificates of insurance in which the District is a named insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

Comprehensive General Liability.

Combined Single Limit Bodily Injury Liability and Property Damage Liability in the amount of not less than \$3,000,000.00.

This statement shall be signed by such officer or agent of the Lessee having sufficient knowledge of the fiscal structure and financial status of the Lessee, to make such statement on behalf of the Lessee.

The provisions of this Section shall in no way limit the liability of the Lessee as set forth under the provisions of Section 4.01 above.

Article Five.

5.01.

General Engineering Reservations And Requirements.

A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities.

B. The Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water bank of any waterway which traverses or is adjacent to the leasehold premises (Corporate Use Reserve Area) and all areas within the leasehold premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the leasehold premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communication lines and appurtenances upon, under and across said demised premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the demised premises.

C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the demised premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the demised premises. Lessee covenants and agrees that at no time shall its use and occupancy of the demised premises damage or interfere with said facilities.

D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the demised premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said demised premises as may be necessary in the opinion of the Chief Engineer of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drives and which do not unreasonably interfere with Lessee's use of the demised premises.

It is further expressly understood and agreed by the Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said demised premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on said demised premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

E. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on said demised premises, or by any other work which the Lessor may

perform on said demised premises under the terms hereof, or adjacent to said demised premises.

F. The Lessee shall relocate or remove the improvements existing or constructed upon the demised premises, at no cost to the District in the following instances:

(1) In the event that the demised premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or

(2) In the event that any agency of government having jurisdiction over said channel or waterway requires the relocation or removal of said improvements; or

(3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon the Lessor and diligently prosecuted to the conclusion.

G. If at any time in the future, any portions of the demised premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Chief Engineer of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the demised premises that may be so required. Lessee agrees also, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of said demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of said demised premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Chief Engineer.

H. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipelines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under and across said demised premises. Any such construction shall be located as determined by the Chief Engineer of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the said demised premises.

I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from said demised premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

J. The Lessee also agrees to collect separately all roof water, surface runoff from grounds and roadways, and drainage water and to discharge the same directly into the Chicago Sanitary and Ship Canal all to be done in a manner acceptable to said Chief Engineer of the Lessor.

K. It is agreed by and between the parties hereto that the Lessee shall submit to the Chief Engineer of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the said demised premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.

L. The Lessor reserves to itself the right of access to the Chicago Sanitary and Ship Canal as well as right of access to said premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Chief Engineer of the Lessor may deem necessary.

5.02.

*Specific Engineering, Design And Operating
Reservations And Restrictions.
(Clarification -- Not Limitation)*

Article Six.

Provisions For Building And Improvements.

6.01.

Construction Requirement.

It is further expressly understood and agreed by the Lessee that no

permanent improvements are to be constructed on the demised premises.

6.02.

*Improvements Revert To Lessor At Lease
Termination Or Expiration.*

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon said demised premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

Article Seven.

7.01.

Notices.

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by U.S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid, addressed to the Lessee at:

Mr. Raymond S. Cachares,
Commissioner
Department of Streets and
Sanitation
City of Chicago
320 North Clark Street
Chicago, Illinois 60610

and

Mr. Cosmo J. Briatta, Asset
Manager
Department of General
Services
City of Chicago
174 West Randolph Street
Chicago, Illinois 60601

or to Lessor at:

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Attention: General Superintendent

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02.

Right To Declare Lease Terminated.

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the premises herein leased, except as aforesaid.

7.03.

*Rights Of Lessor In Event Of Forfeiture
Or Termination.*

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by

the Lessor as liquidated damages, but this provision shall not operate to relieve the Lessee of its obligation to pay to the Lessor the balance of the rental then due the Lessor for the entire term of this Lease.

7.04.

Abandonment.

Lessee shall not without the prior written approval of Lessor abandon or vacate the leasehold premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of the Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the premises for a period of twenty-eight (28) consecutive days.

7.05.

Terms Of Lease Binding On Successor And Assigns.

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sublessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sublessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06.

No Assignment Or Sublease.

It is agreed by and between the parties that the Lessee shall not sublet or assign any part of this Lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee/sublessee and deliver to Lessor original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

(a) The proposed activity of the assignee/sublessee does not conform with policy established by the Metropolitan Water Reclamation District of Greater Chicago.

(b) The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.

(c) There is an existing violation or default of the Lease.

(d) The activity of the proposed assignee/sublessee would interfere with or disturb neighboring tenants or owners.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the demised premises, 50% of all value it receives from its assignee/sublessee for the use and occupancy of the demised premises as a result of the sublease or assignment in excess of the base cash rent.

The value of additional services to be performed by the Lessee, sublessee or assignee shall not in any way be included in determining the foregoing 50% sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect.

7.07.

*Non-Governmental Commercial Development Of
All Or Part Of The Demised Premises.*

In the event Lessee shall determine that there exists a non-governmental person, firm, partnership, corporation or other entity which desires to develop all or a portion of the demised premises for a commercial, non-permitted and non-governmental purpose of Lessee hereunder, Lessee shall not assign or sublet the Lease, but shall develop a good and sufficient legal description and plat of the proposed commercial development area within the leasehold premises, and upon written notice thereof to the Lessor, offer to surrender such segment of the demised premises to the Lessor. Upon acceptance of surrender of that segment of the demised premises, the Lessee's rent hereunder shall be abated proportionately and Lessor may thereafter offer such segment as available for commercial leasing in accordance with the commercial leasing provisions of the Lessor's leasing statute and all applicable enactments, practices and policies of Lessor's Board of Commissioners relative thereto.

*Article Eight.**Miscellaneous.*

8.01

*Lessee May Implead Metropolitan Water Reclamation
District In Real Estate Litigation.*

The Lessee may, after notice in writing to the Lessor, implead the Metropolitan Water Reclamation District of Greater Chicago as a party at any time during the term of this Lease, in any litigation concerning the demised premises in which Lessor is a necessary party.

8.02.

Lessee To Pay All Costs Of Enforcement.

The Lessee agrees to pay and discharge all costs and reasonable attorney's

fees and expenses which the Lessor shall incur in enforcing the covenants of this Lease.

8.03.

Headings Are For Convenience Of Parties.

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04.

Compliance With Waterway Strategy Resolution.

To the extent that the leased premises embraces or abuts a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-Of-Way Lands of the Lessor's Board of Commissioners in the execution of its development plan for the leasehold premises. A copy of the Ordinance and Resolution is attached hereto as Exhibit "C". Leasehold premises which abut any such waterway and leasehold premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Water Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Water Reclamation District to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Water Reclamation District recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Water Reclamation District will require the Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The District reserves the right to access across the leasehold premises to access to the waterway which abuts the leasehold premises.

The Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterway's property. The Lessee shall implement the beautification plan described in the attached Exhibit "C". Lessee shall comply with all applications of said Resolution in its use and development of the leasehold premises. Lessee's method of compliance therewith shall be approved by Lessor's Chief Engineer in writing.

8.05.

Public Service Promotional Signage.

Lessee shall, during the term of this Lease, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the leasehold premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the Lessor in connection with Lessee's use of the leasehold premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Chief of Maintenance and Operations of Lessor, and shall, at a minimum, state that:

"This Facility Is Provided In Part As A Community Service With The Cooperation And Support Of The Metropolitan Water Reclamation District Of Greater Chicago".

Article Nine.

Leaseholds With Existing Improvements.

9.01.

Lessee Will Not Allow Waste To Improvements.

This Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become

damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any reason.

9.02.

Condition Of Premises And Improvements Not Warranted.

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of leasehold premises or the improvements upon the leasehold premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the demised premises and the improvements thereon, if any, "As-Is" and "With All Faults". Lessee acknowledges that it has inspected the demised premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03.

Modification Of Improvements.

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04.

Notice.

It is further agreed that the notice as provided in Article One, Paragraph 1.02 hereof shall not be given by the Lessor except pursuant to an order of the Board of Commissioners of said Lessor.

9.05.

Plat Of Survey And Legal Description.

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the demised premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the demised premises prepared and certified in writing by a Registered Illinois Land Surveyor, within 21 days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the District's Chief Engineer in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The District reserves the right and Lessee concurs that District shall insert said legal description and plat of survey into this Lease Agreement as Exhibits "A" and "B", respectively upon the approval thereof by District's Chief Engineer, without further affirmative act by either party hereto.

Article Ten.

*Manufacture, Storage, Transfer Or Distribution Of
Hazardous, And/Or Toxic Materials Upon
Or Within The Demised Premises.*

As further consideration for the granting of this Lease, Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants and agrees with Lessor that to the extent that any material, substance or thing which is characterized as "hazardous", "toxic" or a "special waste" or any petroleum-based or derived substance whether stored in underground tanks or not by any federal or state governmental regulatory agency having jurisdiction thereover, is manufactured, brought upon, placed, stored, transferred or distributed upon or within the demised premises by Lessee, its agents, servants, employees, contractors or subcontractors in such a manner so as to violate any applicable statutes, laws, ordinances, rules, regulations or guidelines of such governmental regulatory agencies having jurisdiction thereover and relating thereto at any time during the term of this Lease, purporting to create an environmental defect or deficiency, and it is alleged or determined by any such governmental or regulatory entity that Lessee's activities in that regard upon the leasehold premises violate any such statute, law, ordinance, rule, regulation or guideline, Lessee shall, at its sole cost and expense, diligently defend any such allegation of wrongdoing or prosecution thereof, and if any final administrative order, judgment order, judicial decree, executive order or other final bona fide governmental

mandate shall be duly made and entered relative thereto against Lessor on account of acts or omissions of Lessee its agents, servants, employees, contractors or subcontractors while in possession of the demised premises, Lessee shall at its sole cost and expense undertake all action and bear all expense necessary to achieve compliance with the aforesaid mandate, order or decision. This Agreement and undertaking of Lessee shall survive the expiration, termination or surrender of this Lease or any part thereof and shall inure to the benefit of the Lessor, its successors and assigns.

In Witness Whereof, The Metropolitan Water Reclamation District of Greater Chicago has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its Commissioner of General Services, Commissioner of Streets and Sanitation and its Asset Manager and attested by its Clerk and its corporate seal to be hereunto affixed all the day and year first above written.

The Metropolitan Water Reclamation
District of Greater Chicago

By: _____
Gloria Alitto Majewski,
Chairman, Committee on Finance

Attest:

Gus G. Sciacqua, Clerk

Attest:

The City of Chicago, a municipal
corporation

By: _____
Asset Manager

Commissioner of General Services

Commissioner of Streets and
Sanitation

Attest:

City Clerk

Approved As To Form And Legality:

Assistant Corporation Counsel

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Gloria Alitto Majewski, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Gus G. Sciacqua, personally known to me to be the Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act

and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ President of _____, a _____ corporation, and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and such Clerk (Secretary) they signed and delivered the said instrument as _____ President and such Clerk (Secretary) of said _____ corporation and caused the corporate seal of said _____ corporation to be affixed thereto pursuant to authority given by the Board of _____ of said _____ corporation, as their free and voluntary act and as the free and voluntary act and deed of said _____ corporation, for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

State of Illinois)
) SS:
County of Cook)

The undersigned, being Commissioners and General Superintendent of the Metropolitan Water Reclamation District of Greater Chicago, being first duly sworn upon oath, individually deposes and says he/she is not and has not been a party to any collusive agreement with the Lessee or Lessees of the premises described herein.

President

Vice President

General Superintendent

Subscribed and Sworn to
before me this _____ day
of _____, 19____.

Notary Public

State of Illinois)
) SS:
County of Cook)

Lessee's Non-Collusion Affidavit.

_____, the _____ President and
_____, the _____ Secretary of
_____, the Lessee in the above and foregoing Lease,
being first duly sworn on oath deposes and says that they are the
_____ President and _____ Secretary, respectively
of the Lessee hereunder, and that neither they nor any agent of the Lessee
have been a party to any collusive agreement with the Lessor hereunder or
with Lessor's Commissioners, General Superintendent or officers with
respect to the leasing of the premises which are the subject of the above and
foregoing Lease.

Subscribed and Sworn to
before me this _____ day
of _____, 19____.

Notary Public

Approved:

Engineer of Field Services

Assistant Chief Engineer

Chief Engineer

Approved As To Form And Legality:

Head Assistant Attorney

Attorney

Approved:

General Superintendent

[Exhibit "B" attached to this Lease Agreement
printed on page 16427 of this Journal.]

Exhibits "A" and "C" attached to this Lease Agreement read as follows:

Exhibit "A".

Legal Description.

Lots 50 and 52 of Sanitary District Trustees' Subdivision of right-of-way from the north and south center line of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian to Will County Line except those portions of said lots lying northerly of a line described as follows:

beginning at a point in the northwesterly line of said Lot 52, 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line, making an angle of 31 degrees 31 minutes 25 seconds with the northwesterly line of said Lot 52 to its intersection with the northwesterly right-of-way line of the main track of the Atchison, Topeka and Santa Fe Railway Company as said right-of-way existed on December 20, 1939; thence northeasterly on said northwesterly right-of-way line to the westerly right-of-way line of the Chicago and Western Indiana Railroad Company; and except a strip of land described as follows:

a strip of land 37 feet wide over and across said Lots 50 and 52 lying southeasterly of a line 37 feet normally distant from and parallel to the northwesterly right-of-way line of said Atchison, Topeka and Santa Fe Railway Company, and lying westerly of the portions of said Lot 50 previously excepted hereinbefore; and except a parcel of land described as follows:

commencing at the northwest corner of said Lot 52; thence northeasterly along the northwesterly line of said Lot 52, 55.38 feet to the easterly line of Cicero Avenue; thence southerly along the easterly line of Cicero Avenue, 85.72 feet to the point of beginning; thence continuing southerly along said easterly line, 100.00 feet; thence northeasterly along a line making an angle of 79 degrees 00 minutes 00 seconds to the right of the last described line, 62.52 feet; thence northerly along a line parallel to the easterly line of Cicero Avenue, 100.00 feet; thence southwesterly along a line making an angle of 79 degrees 00 minutes 00 seconds with the last described line, 62.52 feet to the point of beginning and subject to the use of

that part of said Lot 52 required for the Cicero Avenue highway and bridge; and subject to the terms of an easement to Commonwealth Edison Company for two parcels of land described as follows:

that part of said Lot 50 described as follows:

commencing at a point in the northwesterly line of said Lot 52 at a point 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line making an angle of 31 degrees 31 minutes and 25 seconds with the northwesterly line of said Lot 52, a distance of 585.20 feet to the point of intersection with a line drawn parallel with and 50 feet northwesterly, measured perpendicular of the center line of the original main track of the Atchison, Topeka and Santa Fe Railway Company, said point being 150.49 feet southwestwardly of the intersection of said parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company, said point of intersection being the point of beginning of the hereinafter described parcel of land; thence continuing southeasterly along said straight line a distance of 32.39 feet to the point of intersection with a line drawn parallel with and 33 feet northwesterly, measured perpendicular of the center line of the original main track of the Atchison, Topeka and Santa Fe Railway Company, said point being 116.03 feet southwestwardly of the point of intersection of the last described parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company; thence northwestwardly along a straight line which if extended would intersect the northwesterly line of said Lot 52 at a point 592.29 feet northeasterly of the northwest corner thereof, a distance of 34.32 feet to a point in said line 50 feet northwesterly of said main track; thence northeasterly along last mentioned line, a distance of 2.23 feet to the point of beginning, and

that part of said Lots 50 and 52 described as follows:

beginning at a point in the northwesterly line of said Lot 52 at a point 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line making an angle of 31 degrees 31 minutes 25 seconds with the northwesterly line of said Lot 52 a distance of 585.20 feet to its intersection with a line drawn parallel with and 50 feet northwesterly, measured perpendicular, of the center line of the original main track of the Atchison, Topeka and Santa Fe Railway Company, said point being 150.49 feet southwestwardly of the point of intersection of said parallel line with the west right-of-way line of the Chicago and

Western Indiana Railroad Company; thence southwestwardly along said parallel line a distance of 2.23 feet; thence northwestwardly along a straight line to a point in the northwesterly line of said Lot 52 that is 592.29 feet northeasterly of the northwest corner thereof; thence northeasterly along the northwesterly line of said lot, 42.77 feet to the point of beginning.

Exhibit "C".

The Metropolitan Sanitary District Of Greater Chicago.

Disposition Form.

Contract, Project, Job Order
Requisition Or Purchase
Order Number _____

Subject:
Implementation Of Waterway
Strategy Resolution.

To:

All Real Estate Division
Staff Members

From:

Frederick M. Feldman
Head Assistant Attorney

Date:

March 22, 1985.

On March 21, 1985, the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago adopted an Order establishing Generic Criteria for Implementation of the Waterway Strategy Resolution in connection with the leasing or long-term permit occupancy of Sanitary District waterways lands. A copy of that Order, transmittal letter, and Waterway Strategy Resolution are attached. Also attached is a copy of Commissioner Troy's Ordinance prohibiting storage of solid materials in proximity to a waterways bank where there is risk that the materials will fall into the water.

Henceforth, these Criteria must be addressed and specifically provided for in connection with each Sanitary District waterways land lease and permit. Prospective bidders or permittees must be advised as early as possible in our

dealings that these Criteria will be imposed as conditions of the occupancy of Sanitary District land.

(Signed) Frederick M. Feldman
Head Assistant
Attorney

FMF: sg

cc: Mr. Allen S. Lavin

Attachments

March 21, 1985.

To the Honorable, the President and Members of
the Board of Commissioners of the Metropolitan
Sanitary District of Greater Chicago

Ladies and Gentlemen:

The General Superintendent reports that he is in receipt of a communication from the Attorney consisting of two (2) pages and attachment, concerning a request for Order approving Generic Criteria for Implementation of the Waterway Strategy Resolution of the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago with respect to Sanitary District Lands which Abut Waterways (a copy of which letter is attached hereto and made a part hereof).

The General Superintendent recommends passage of appropriate orders as requested in said letter.

Your Committee, having considered the matter, recommends passage of the following orders:

Ordered: That the Generic Criteria for Implementation of the Waterway Strategy Resolution of the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago with respect to

Sanitary District lands which Abut Waterways, as set forth in the attachment to the transmittal letter under this agenda item, be and the same is hereby authorized and approved; and it is further

Ordered: That the attached letter be printed in full in the Record of Proceedings.

Respectfully submitted,

Joanne H. Alter, Chairman,
Committee on Real Estate

Approved As To Form And Legality:

(Signed) Frederick M. Feldman
Head Assistant Attorney

Approved:

(Signed) Allen S. Lavin
Attorney

Nicholas J. Melas, President,
Board of Commissioners of the
Metropolitan Sanitary District
of Greater Chicago

**The Metropolitan Sanitary District Of Greater Chicago
Transmittal Letter For Board Meeting.**

February 26, 1985 for the March 7,
1985 Board Meeting
Deferred and Resubmitted for the
March 21, 1985 Board Meeting

Mr. Raymond R. Rimkus
General Superintendent
Office

Agenda Summary: Request for Order Approving Generic Criteria for Implementation of the Waterway Strategy Resolution of the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago with respect to Sanitary District Lands which Abut Waterways.

Dear Sir:

Since the adoption of the Waterway Strategy Resolution by the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago on February 23, 1984, which Resolution established the policy whereby the Metropolitan Sanitary District dedicated a portion of its real estate adjacent to waterways to recreational and aesthetic interests which would be balanced with the desire to commercially rent and develop said lands, the Chief Engineer, under the direction of the General Superintendent, has been working to establish specific criteria for the uniform implementation of the Resolution with respect to all of the Sanitary District's waterways lands. This has proved to be a Herculean task.

At the meeting of the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago on February 21, 1985, authority was granted to the General Superintendent to develop site-specific criteria for addressing the Waterway Strategy Resolution with respect to three particular parcels of Sanitary District land on the Sanitary and Ship Canal due to the fact that overall criteria for all of the waterways had not yet been developed and the Chief Engineer advised against any long-term leasing activity until uniform procedures implementing the Board's policy as stated in the Waterway Strategy Resolution were prepared and presented to the Board of Commissioners for its approval. Under separate agenda items, we are presenting the matter of the request to commence statutory procedures for lease of those three specific parcels previously alluded to, addressing not

only the usual matters relating to leasing but the site-specific Waterway Resolution implementing criteria for each parcel.

In the course of the development of the site-specific criteria for these parcels, the Chief Engineer reviewed the specific criteria for each parcel and distilled same into general criteria for implementation of the Waterway Strategy Resolution, which, it is felt, addresses most contingencies to be encountered in connection with leasing or other use of any site along the District's waterways. A copy of those general criteria is attached hereto. It is believed that the approval of these criteria by the Board of Commissioners will provide the general guidelines by which the General Superintendent may evaluate requests for the leasing of Sanitary District waterway lands and determine applicants' willingness to comply therewith so that when any specific parcel is considered for offer for leasing, all or some of these general criteria may be developed and applied as specific restrictions in connection with the proposed leasing of a parcel developed to address the Waterway Strategy Resolution.

Accordingly, it is respectfully requested that the General Superintendent recommend to the Board of Commissioners that it accept and approve the attached criteria as being adequate to provide general guidance in addressing the impact of the Waterway Strategy Resolution with respect to leasing or development of any parcel of Sanitary District waterway lands. Henceforth, with respect to each specific leasing activity, site-specific criteria developed in conformity with these guidelines, will be established by staff and presented to the Board of Commissioners when approval to commence statutory leasing procedures is requested with respect to any specific parcel.

Respectfully submitted,

Recommended:

(Signed) Allen S. Lavin
Attorney

(Signed) Raymond R. Rimkus
General Superintendent

Approved:

(Signed) Frank E. Dalton
Chief Engineer

Prepared by:

(Signed) Frederick M. Feldman
Head Assistant Attorney

It is the intent of the Sanitary District to have a well-maintained and attractive river edge on all of the property it owns adjacent to the inland waterway system. In order to accomplish this goal, the Sanitary District requires a 60-foot waterway edge easement to be included in its land leases. The Lessee will be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen.

The Sanitary District will allow a 20 percent plus or minus variation in the 60-foot scenic easement in order to allow for site development criteria, existing topography, existing vegetation and the development of a "natural" river's edge.

The Sanitary District will allow its river edge property to be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of a docking facility compatible with the visual intent of the scenic easement.

The Sanitary District will not allow the permanent storage of unsightly materials and/or debris within either the scenic easement or the docking area. In addition, the unscreened storage of material will not be allowed anywhere within the lease.

It is the intent of the Sanitary District to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Sanitary District recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Sanitary District will require the Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

The Sanitary District within its leasing procedures, requires that the Lessee comply with local zoning and setback requirements. In addition, the Sanitary District will reserve the right to retain access across the leased parcel to obtain access to the water-edged lands.

Ordinance.

Whereas, The Metropolitan Sanitary District of Greater Chicago is empowered to prevent pollution of waterways within its jurisdiction; and

Whereas, The Metropolitan Sanitary District of Greater Chicago is charged with the duty to study, investigate, and from time to time determine ways and means for removing from the waters within such Sanitary District so far as practicable, all pollution, and to determine methods of abating pollution that is detrimental to public health or to animals, fish, or aquatic life, or detrimental to the practicable use of the waters for the purposes of recreation, industry, or agriculture; and

Whereas, In recent years, the introduction of debris into waterways under the jurisdiction of the Metropolitan Sanitary District of Greater Chicago from privately-owned lands adjacent to such waterways, has been experienced with increasing frequency; now, therefore,

Be It Ordained, By the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago:

Article I.

Section 1. That all persons, whether legal or natural, who own land adjacent to waterways under the jurisdiction of the Metropolitan Sanitary District of Greater Chicago shall maintain their property in such a way as to prevent any debris, garbage, wastes, or other wastes as defined in Ch. 42, Ill. Rev. Stat., Sec. 326bb (1), from entering waterways under the jurisdiction of the Metropolitan Sanitary District of Greater Chicago.

Section 2. Failure of landowners for property adjacent to waterways under the jurisdiction of the Metropolitan Sanitary District of Greater Chicago to use, operate, or maintain their property as set forth in Section 1 herein, shall be deemed a violation of this Ordinance.

Section 3. When, in the opinion of the General Superintendent of the Metropolitan Sanitary District of Greater Chicago, the landowner of property has acted contrary to the terms of this Ordinance, the General

Superintendent shall, by conference, conciliation, or persuasion, endeavor to the fullest extent possible to eliminate or remedy such violation.

If those efforts have been unsuccessful, the General Superintendent may order any person who causes or allows actions contrary to this Ordinance to show cause before the Board of Commissioners of the Sanitary District why such actions should not be discontinued. A notice shall be served on the offending party, specifying the time and place of a hearing to be held by the Board of Commissioners regarding the violation, and directing the offending party to show cause before the Board why an order should not be made directing the discontinuance of such actions. The notice of the hearing shall be served personally or by registered or certified mail at least ten (10) days before the hearing; service may be had on any agent or officer of a corporation or municipality.

The Board of Commissioners may, itself, conduct the hearing and take the evidence or may designate any of its members or any officer or employee of the District:

(a) to issue in the name of the Board, notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearings;

(b) to take the evidence; and

(c) to transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Board of Commissioners for action thereon.

At any public hearing, testimony taken before the Board or any person designated by it, must be under oath and recorded stenographically. The transcript so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

After the Board has reviewed the evidence, it may issue an order to the party responsible for the action directing that within a specific time period, the discharge be discontinued unless adequate facilities or devices shall have been installed or existing adequate facilities or devices are properly operated to prevent actions contrary to the terms of this Ordinance and any other such orders as the Board may deem necessary.

*Article II.**Court Proceedings.***Section 1. Violation Of Order To Be Considered Nuisance.**

A violation of an Order of the Board of Commissioners shall be considered a nuisance. If any person maintains or operates his property so as to be in violation of the Order of the Board of Commissioners, the Sanitary District, acting through the General Superintendent, may commence an action or proceeding in the Circuit Court in and for the county in which the Sanitary District is located, or operates facilities, for the purpose of having the violation stopped either by mandamus or injunction.

Section 2. Penalties.

Whoever fails to comply with any provisions of this Ordinance or with an Order of the Board of Commissioners issued in pursuance of this Ordinance, shall be fined not less than \$100.00, nor more than \$1,000.00, for each offense. Each day's continuance of such failure is a separate offense. The penalties so imposed, plus reasonable attorneys' fees, court costs and other expenses of litigation, are recoverable by the Sanitary District upon its suit, as debts are recoverable at law.

Section 3. Injunctive Relief.

In addition to the penalties provided in the foregoing Section, whenever a person violates any provision of this Ordinance or fails to comply with any Order of the Board of Commissioners, the Sanitary District acting through the General Superintendent, may apply to the Circuit Court of Cook County for the issuance of an injunction restraining the person violating the Ordinance or failing to comply with the Board Order.

*Article III.**Savings Clause.*

If the provisions of any paragraph, section or article of this Ordinance are declared unconstitutional or invalid by the final decision of any court of competent jurisdiction, the provisions of the remaining paragraphs, sections or articles shall continue in full force and effect.

*Article IV.**Effective Date.*

This comprehensive Amendment shall take effect immediately upon passage by the Board of Commissioners.

Dated: This 7th Day of February, 1985.

Respectfully submitted,

Richard J. Troy, Vice President

Approved As To Form And Legality:

(Signed) Michael G. Rosenberg
Principal Assistant
Attorney

(Signed) Allen S. Lavin
Attorney

Approved:

Nicholas J. Melas, President,
Board of Commissioners of the
Metropolitan Sanitary District of
Greater Chicago

Waterway Strategy Resolution R84-005.

Whereas, The Metropolitan Sanitary District of Greater Chicago is entrusted with and dedicated to the preservation of clean water; and

Whereas, The Metropolitan Sanitary District of Greater Chicago recognizes that dramatic improvements in water quality will occur in the inland waterway system upon completion of the initial phases of the Tunnel and Reservoir Plan in 1985; and

Whereas, The Metropolitan Sanitary District of Greater Chicago is the owner of more than 7,000 acres of property adjacent to the inland waterway system; now, therefore,

Be It Resolved, By the Board of Commissioners of the Metropolitan Sanitary District of Greater Chicago:

1. That henceforth all Metropolitan Sanitary District waterway property leases will encourage public open space, recreation and water edge accessibility in harmony with appropriately scaled industrial, commercial, and residential development thus motivating an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.
2. This resolution shall be effective immediately upon its passage.

Dated: February 23, 1984.

Approved As To Form And Legality:

(Signed) Frederick M. Feldman
Head Assistant Attorney

(Signed) Allen S. Lavin
Attorney

Approved:

Nicholas J. Melas

President,
Board of Commissioners of
The Metropolitan Sanitary
District of Greater Chicago

On roll call the motion was carried by the following vote:

Yeas -- Mrs. Alter, Mr. Fuller, Mr. Kirie, Mrs. Peters; Messrs. Troy, Viverito, Voss, Melas -- (Eight).

Nays -- None.

**AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 7536 -- 7538 WEST ADDISON STREET FOR CHICAGO
PUBLIC LIBRARY.**

The Committee on Housing and Real Estate submitted the following report:

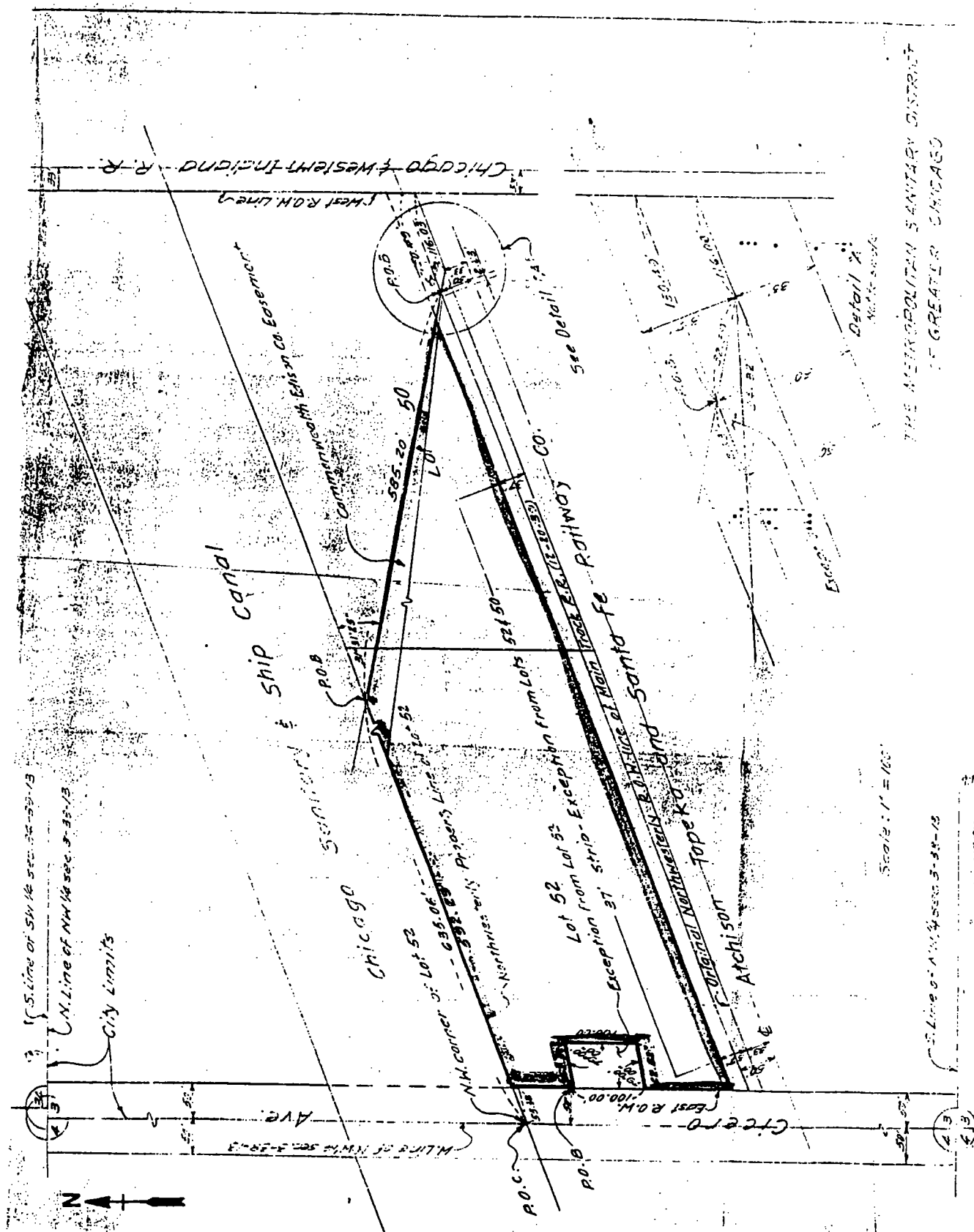
CHICAGO, May 18, 1992.

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 approving a lease at 7536 -- 7538 West Addison Street for the Chicago Public Library (Lease No. 19026), 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 16428)

Exhibit "B".



(Continued from page 16426)

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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from George Shiakallis, as sole owner, as Lessor, for approximately 1,900 square feet of ground floor space for use by the Chicago Public Library (West Addison Branch), as Lessee, for use as a Public Library located at 7536 -- 7538 West Addison Street, such lease to be approved by the Commissioner and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed on
page 16435 of this Journal.]

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

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

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: Mr. George Shiakallis, 3936 West Greenleaf Avenue, Chicago, Illinois 60645

Rental Payment Provisions.

Lessee shall pay monthly rent for said premises during the continuance of this lease at the rate of:

One Thousand Four Hundred Twenty and no/100 Dollars (\$1,420.00) for the period beginning on the 1st day of September, 1991 and ending on the 31st day of August, 1993;

One Thousand Four Hundred Ninety-one and no/100 Dollars (\$1,491.00) for the period beginning on the 1st day of September, 1993 and ending on the 31st day of August, 1994;

One Thousand Five Hundred Sixty-five and no/100 Dollars (\$1,565.00) for the period beginning on the 1st day of September, 1994 and ending on the 31st day of August, 1995;

One Thousand Six Hundred Forty-three and no/100 Dollars (\$1,643.00) for the period beginning on the 1st day of September, 1995 and ending on the 31st day of August, 1996.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Mr. George Shiakallis, 3936 West Greenleaf Avenue, Chicago, Illinois 60645.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repair prior to execution of lease:

Replace roof.

Paint premises where necessary.

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever it shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide for domestic water and maintain plumbing in good operable condition.

Provide and pay for window washing of all windows in the demised premises, both inside and outside, on a reasonable basis.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City to receive a certificate of insurance and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date, should any of the above described policies be cancelled before the expiration date. The Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction and maintenance of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for air conditioning.

Pay for gas for heating purposes.

Provide floor covering suitable for library purpose and additional light fixtures if desired.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Additional clauses to be included in lease:

R-1 In the event Lessee elects to place another 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.

- R-2 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 more than 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.
- R-3 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in Paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-4 of this lease.
- R-4 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement or rent or affecting any of Lessee's obligations under this lease:
- A. To install and maintain signs on the exterior and interior of the building.
 - B. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied by the Lessee.
 - C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
 - D. Lessor shall not be liable in damage for any error with respect to admission to or eviction or exclusion from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other

commotion, or threat thereof, Lessor reserves the right to limit or prevent access to the building during the continuance of the same, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

- R-5 Cancellation Option. Lessor reserves the right to terminate this lease with four (4) months prior written notice anytime after twenty-four (24) months from execution.
- R-6 Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
 - B. The words "Lessor" and "Lessee" whenever used herein shall be construed to mean respectively, Lessor or Lessee, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
 - C. Riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this lease are a part hereof and in the event of variation of discrepancy, the duplicate original hereof, including such clauses, plats and riders, if any, held by Lessor shall control.
 - 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.

- F. No member of the Chicago Public Library 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.

**AUTHORIZATION FOR EXECUTION OF LICENSE AGREEMENT
WITH WAGNER CHARTER COMPANY, INC. FOR
PROPERTY ALONG CHICAGO RIVER.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

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 approving a License Agreement with Wagner Charter Company, Inc. for property along the Chicago River, License Agreement No. 20063, 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 16436)

7536 -- 7538 West Addison Street.

LEASE-Short Form Lease No. 19026

Form C O No. 18

City of Chicago

This Agreement, Made this _____ day of _____
A. D. 19____, between George Shiakallis, as 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 1,900 square feet of office space located on the ground floor at 7536-38 West Addison Street for use by the Chicago Public Library (West Addison Branch).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1991, and ending on the 31st day of AUGUST A. D. 1996, Lessee has the right to terminate this lease one hundred twenty (120) days prior written notice after twenty-four (24) months from execution.

~~on the same terms and rental, by giving to the Lessor, in either event, _____ written notice of its election to do so.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at George Shiakallis, 3936 W. Greenleaf, Chicago, IL 60645 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 Make a Part Hereof.

~~Lessee shall pay rent for said premises during the term of this lease at the rate of _____ Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the LESSOR.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Asset Manager

Assistant Corporation Counsel

Real Estate Agent

President of the Chicago Public Library

Commissioner of the Chicago Public Library

George Shiakallis

By _____
Commissioner of General Services

(Continued from page 16434)

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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 2-40-030 of the Municipal Code of Chicago places the management, control, and leasing of City-owned property along the Chicago River under the jurisdiction of the Commissioner of General Services subject to the approval of the City Council; and

WHEREAS, The Commissioner of General Services has submitted the License Agreement attached hereto and made a part hereof to this body for its review and consideration; and

WHEREAS, This body has duly reviewed said License Agreement and the recommendation of the Commissioner of General Service; now, therefore,

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

SECTION 1. The License Agreement between the City of Chicago and Wagner Charter Company, Inc., which is substantially in the following form, is hereby approved.

SECTION 2. The Commissioner of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

License Agreement attached to this ordinance reads as follows:

City Of Chicago License Agreement.

Chicago River Boats.

This License Agreement is made at Chicago, Illinois as of the day of _____, 1992 by and between the City of Chicago, an Illinois municipal corporation (hereinafter called "City"), and Wagner Charter Company, Inc. (hereinafter called "Licensee").

Witnesseth:

Article I.

Premises And Purpose.

1. In consideration of the conditions and agreement expressed herein and the faithful performance by Licensee of such conditions and agreement, the City hereby licenses to Licensee and Licensee hereby licenses from the City the right to use approximately 200 lineal feet of dock and wharf area along the south bank of the Chicago River commencing approximately twenty-five (25) feet west of the Wells Street Bridge.

2. Licensee shall use the premises for the sole purpose of operating charter boats under the names of Trinidad and Jamaica and for no other purpose whatsoever.

3. It is understood that areas of the Chicago River other than the premises may be licensed to other persons during any of the periods covered by this License for the purposes of operating charter boats or for other special events.

Storage Area.

4. Licensee shall not have any storage space except for storage of ice machine.

5. Licensee shall have non-exclusive use of dock area and Wells Street and Franklin Street stairs.

Article II.

Term.

1. The premises shall be available to and for use by the Licensee for the period beginning on April 1, 1991 and terminating on December 31, 1995.

2. This License Agreement can be revoked by the City at any time within the sole discretion of the Commissioner of General Services. Licensee can cancel this License Agreement at any time by providing written notice to the City.

Article III.

License Fee.

1. In consideration of the Licensing Agreement, the Licensee covenants and agrees to pay to the City a License fee for the premises in the following amounts:

A. Dock Area -- 1991:

Licensee agrees to pay to the City an annual License fee of Nine Thousand Two Hundred and no/100 Dollars (\$9,200.00) at the rate of Forty-six and no/100 Dollars (\$46.00) per lineal foot to be paid in the following manner:

- 1) 25% upon execution of License Agreement;
- 2) 25% payable on June 1, 1991;

- 3) 25% payable on August 1, 1991; and
- 4) 25% payable on October 1, 1991.

B. Gross Sales: Licensee agrees to pay the City two and one-half percent ($2\frac{1}{2}\%$) of its gross sales to be paid in the following manner:

- 1) $\frac{1}{3}$ of the prior year's two and one-half percent ($2\frac{1}{2}\%$) gross sales, or, if the Licensee was not in business the prior year, then $\frac{1}{3}$ of anticipated gross sales to be paid upon execution of the License Agreement.
- 2) $\frac{1}{3}$ payable on August 1, 1991.
- 3) $\frac{1}{3}$ payable on December 1, 1991.
- 4) Licensee, within fifteen (15) days of the end of each period listed above, shall furnish a separate report of gross sales certified by Licensee, to the Commissioner of General Services of the City of Chicago.

A. Dock Area -- 1992 Through 1995:

Licensee agrees to pay to the City an annual License fee of Nine Thousand Two Hundred and no/100 Dollars (\$9,200.00) at the rate of Forty-six and no/100 Dollars (\$46.00) per lineal foot to be paid in the following manner:

- 1) 25% payable by April 1st of each year;
- 2) 25% payable on June 1st of each year;
- 3) 25% payable on August 1st of each year; and
- 4) 25% payable on October 1st of each year.

B. Gross Sales.

Licensee agrees to pay the City two and one-half percent ($2\frac{1}{2}\%$) of its gross sales to be paid in the following manner:

- 1) Twenty-five percent (25%) of the prior year's gross sales or, if, the Licensee was not in business the prior year, then twenty-five percent (25%) of anticipated gross sales to be paid upon execution of the License Agreement and every year thereafter by April 1st of each year occurring during the term of this License.
- 2) Balance on or before December 1st of each year.
- 3) On or before December 30th of each year Licensee shall furnish a separate report of gross sales certified by Licensee, to the Commissioner of General Services of the City of Chicago.

C. The City has the option of increasing License fee rates for the third (3rd) and fourth (4th) years of this License Agreement by giving Licensee sixty (60) days prior written notice.

2. The Licensee shall, with respect to business done by it in its operation, keep true, complete and accurate accounts, records, books and data, in accordance with general accounting procedures consistently applied 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 services and all of the Licensee's business done upon and within the premises covered by this Agreement, and of all business performed by Licensee in the operation of its charter business on Lake Michigan and on all inland rivers within the State of Illinois.

3. Gross Sales is defined to include the entire gross receipts received by Licensee of every kind and nature from sales and services made in, upon or from the Premises, except the amount of all sales tax receipts and similar taxes and charges which must be accounted for by Licensee to any government or governmental agency. Notwithstanding the foregoing, Gross Sales shall not include gross receipts received by third-party contractors, sublicensees, licensees, or concessionaires (collectively "Third Parties"). Gross Sales shall include any amounts paid by such Third Parties of Licensees for the privilege of rendering services or selling goods on the premises or sublicensing a portion thereof. Additionally, Licensee shall be entitled to deduct from Gross Sales amounts paid to any Third Party which renders services or sells goods which are not provided by Licensee as part of its customary and usual business.

4. At all times during the terms of this Agreement and for three (3) years following the termination hereof, Licensee shall maintain at its office or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations

under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of General Services, and the City Comptroller of the City of Chicago, or their duly authorized representatives, at a reasonable time during business hours, upon prior notice, 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.

5. The following are examples to illustrate the handling of Gross Sales:

- (a) Licensee allows a charity event to be held at the premises at no charge. The organization sponsoring the event receives \$20,000 from the charity event. There are no Gross Sales because there are no receipts by Licensee.
- (b) A record company pays Licensee \$5,000 for the right to hold a private party at the premises and provides its own food and beverages. Licensee receives no money from the sale of such food and beverages. Gross Sales are the \$5,000 paid by the record company for the sublicensing of the premises.
- (c) Licensee contracts with a flower concessionaire to sell flowers at the premises. Licensee pays the concessionaire \$1,000 to provide its services and Licensee receives \$3,000 from the sale of flowers. Since the sale of flowers is not part of Licensee's customary and usual business, the \$1,000 paid to the concessionaire is a cost of goods sold and may be deducted from Gross Sales. Therefore, Gross Sales are \$2,000. If flower sales proceeds were received by the concessionaire, there would be no Gross Sales, but Licensee would still be allowed to deduct from its other Gross Sales the \$1,000 as a cost of goods sold. This example would also apply to a situation where Licensee engages a third party caterer to cater a special event in the premises.
- (d) Licensee engages a Third Party to provide Licensee's customary and usual liquor sale service and pays such Third Party \$5,000 for rendering that service. The \$5,000 cannot be deducted from Gross Sales as a cost of goods sold since the service provided by the Third Party was a service rendered as a part of Licensee's customary and usual business.

6. Upon execution of this License Agreement, Licensee shall make a certified check payable to "City of Chicago" and mail it to:

Department of General Services
Bureau of Asset Management
510 North Peshtigo Court
Suite 402
Chicago, Illinois 60610

7. Licensee further agrees to pay the City on demand any sum due for any services, supplies, personnel, accommodations, materials or equipment furnished or loaned by the City.

Article IV.

Insurance And Indemnification.

1. Licensee shall use the premises so as not to endanger any person and Licensee agrees to protect, indemnify, hold harmless and defend the City from any and all liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss of property received, done or occurring in or about the premises licensed by the Licensee hereunder or exits or entrances thereto, or any liability sustained during the operation of Licensee's business, excluding that caused by or resulting from the negligence of the City and its agents, servants or employees.

2. The City assumes no responsibility for any property of the Licensee brought on or about the premises, and the City is hereby released from all liability for any loss or damage to property of Licensee sustained by reason of occupancy of the premises.

3. The Licensee will secure at its own expense, and furnish to the City prior to the commencement of the term of this license, policies of comprehensive general liability and other insurance coverage in amounts determined and directed by the Department of General Services. The required insurance coverage shall be with companies and in a form satisfactory to the City and shall be in effect during all periods specified in Article II of this license or any extension thereto. The insurance policy shall provide that no cancellation or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with the City, shall be effective if such amendment or modification or cancellation will leave the Licensee without insurance of the type and amount required during the term of the License. Moreover, all insurance policies shall specifically designate the City, its agents and employees, as additional insureds.

4. The kinds and amounts of insurance required are as follows:

A. Worker's Compensation And Occupational Disease.

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this agreement, including Jones Act and U.S. Harbor Worker's and Longshoremen. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

B. Commercial Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operation, independent contractor, and contractual liability coverage are to be included.

C. Automobile Liability.

When any motor vehicles are used in connection with activities to be conducted under this License Agreement, the Licensee 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.

D. Marine Protection And Indemnity.

The Licensee shall provide Marine Protection and Indemnity Insurance in an amount of not less than \$5,000,000 which shall include the City of Chicago as an additional named insured as its interest may appear. Such insurance shall include but not be limited to liability for property damage, loss of life, bodily injury or illness of any crew or volunteer crew or third party, collision towers liability, property damage to docks, wharves, piers, buoys, bridges, cables and other fixed or movable property and loss or damage to other vessels not caused by collision.

5. The Licensee will furnish the City of Chicago, Department of General Services, Bureau of Asset Management, 174 West Randolph Street, Chicago, Illinois 60601, the 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 coverage has an expiration or renewal date occurring during the term of this agreement.

6. The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

7. The Licensee agrees that insurer shall waive its rights of subrogation against the City of Chicago.

8. The Licensee expressly understands and agrees that any insurance maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Licensee under the agreement.

9. The City of Chicago maintains the right to modify, delete, alter or change these requirements.

10. Licensee shall not occupy the premises licensed under this agreement until all required insurance is in full force and effect and submitted to the City.

11. The Licensee's obligation to the City for any liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss of property received, done or occurred on or about the premises licensed by the Licensee hereunder shall not be limited by or to the coverage provided in the general liability insurance policy required to be furnished by the Licensee to the City.

Article V.

Occupancy And Use.

1. Licensee agrees to use and occupy the premises pursuant to all rules and regulations prescribed by the City, all statutes, ordinances, rules, regulations and directions in existence during the periods covered by the License, made or issued by the federal or state governments or any department, bureau or office thereof.

2. Licensee shall not assign, transfer, mortgage, or otherwise dispose of or encumber this License or any rights thereunder without the prior written consent of the City. Any such attempt without consent of the City shall be an automatic revocation of this license and all payments received by the City shall be forfeited to the City as liquidated damages.

3. The City, its representatives and employees shall at all times have free access to the premises for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of the City's governmental functions.

4. Licensee agrees that it has examined the premises prior to the execution of this License and is satisfied with the physical condition of the premises and further agrees that the premises are in a safe condition and in good repair.

5. Licensee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of the Department of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith, the Commissioner may require submission of proposed designs, construction plans, specifications and contract documents therefore, and if then approved, may incorporate all or part thereof within this Agreement as attachments hereto.

6. In the event that the premises, dock wall or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, Acts of God, or other causes beyond the control of the City, then this License shall terminate and the Licensee hereby waives any claim against the City for damages by reason of such termination. The City shall not be obligated to repair or rebuild the premises, but may elect in its sole discretion to do so.

7. The Licensee, at its own expense, shall keep the premises in good repair and agrees to surrender the premises to the City at the end of the term of this License in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use.

8. The Licensee and the City agree that nothing contained in this Agreement is intended, or shall be construed as, creating or establishing a partnership or joint venture between the parties hereto or as designating the Licensee as the agent or representative of the City for any purpose whatsoever.

9. Licensee, at its own expense, shall keep the premises and surrounding area in a safe, clean, and sanitary condition. If the premises and surrounding area are not maintained by the Licensee, then the City reserves the right to terminate this License, or come upon the premises and take all actions necessary to restore the premises to the condition required herein. The cost and expense of the City shall be charged to the Licensee.

10. Licensee acknowledges and agrees that this License Agreement is subject to and subordinate to any existing or future agreement of any kind between the City and any other public agency of the United States Government, State of Illinois, any county, authority, or any official, board, commission, or other body politic of the State of Illinois, now or hereafter created, whether specifically mentioned herein or not, pertaining to the development, construction, operation or maintenance of the Chicago River,

its adjoining dockwalls and wharf areas. The City reserves the right to further develop, improve, maintain, modify and repair the dockwalls and wharf areas, the roadways and walkways connected thereto, at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee. The City also reserves the right to move the Licensee to another location, either on a temporary basis or permanently, because of any work which may have to be done to any part of the Chicago River and adjoining dock walls or wharf area.

Article VI.

Default Provisions.

1. Any waiver or any breach of covenants contained herein to be kept and performed by Licensee, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from proceeding under the provisions of this Agreement.

2. Upon termination of the License, whether caused by lapse of time or otherwise, Licensee shall at once surrender possession of the premises. If possession is not immediately surrendered, the City may take possession of the premises and expel or remove Licensee and those claiming by, through, or under it, by force if necessary, without civil or criminal liability.

3. Upon the breach of any covenant or condition contained herein, the City shall give written notice to Licensee of said breach. Licensee agrees that it will remedy the breach within thirty (30) days. If the breach of any covenant or condition is not cured within the above time, the City reserves the right to revoke this Agreement and Licensee agrees to surrender the premises. Any license fees previously received by the City shall be retained by the City as liquidated damages.

4. Licensee shall pay and discharge all costs, expenses and attorney's fees which might be incurred by the City in enforcing the covenants of this License Agreement.

5. The remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another remedy.

6. In the event that the License is granted to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement, shall be the joint and several obligation of each such individual or other legal entity.

*Article VII.**Miscellaneous.*

1. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

2. Notices to the City provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, 510 North Peshtigo Court, Chicago, Illinois 60611, and to the Asset Manager, Department of General Services, Real Estate Division, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611. Notices to Licensee provided for herein may be sent by first class mail, postage prepaid, addressed to Licensee at:

Mr. Kenneth Wagner
Wagner Charter Company, Inc.
2 North 76 Linda Avenue
Wheaton, Illinois 60187

3. All of the terms and provisions of this License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferee and assigns.

4. The unenforceability, invalidity, or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal.

5. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety and care of the premises, and any such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

6. Licensee shall install at its own expense a two-way shore communication system on all craft operated by it, including all craft that Licensee may operate on a temporary or substitute basis.

- a. This system must be operating at all times when craft are underway, with crew or guests on board; and
- b. The pilot of each boat shall have complete knowledge of how to use the two-way communication system to the full satisfaction of the Commissioner; and

- c. No person shall be in charge of any craft who does not have complete knowledge of the operation of the communications system.

7. Licensee shall advise the Commissioner of General Services in writing of the registration numbers of each of the crafts used in its charter business prior to placing the crafts into service. This shall apply to all crafts including those operated by Licensee on a temporary or substitute basis.

8. Licensee fully understands and agrees that the City does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.

9. Licensee fully understands and agrees that by entering into this Agreement it waives and releases the City from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Licensee's vessels may be moored or berthed under the terms of this Agreement.

Article VIII.

Special Conditions.

1. Licensee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand-operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.

2. Licensee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the licensed premises unless otherwise specified in Special Conditions of this License Agreement. City of Chicago will in no event be liable for any interruption or failure of utility services on the premises.

3. Garbage Provisions:

- a. Two (2) dumpsters only for the Trinidad and two (2) dumpsters

for the Jamaica will be placed near first lower Wacker Drive pillar in order to not interfere with public pedestrian traffic coming through the wharf area.

- b. Licensee shall be responsible for the following clean-up duties: garbage will be placed inside the four (4) dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpsters will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Licensee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
- c. The Licensee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.
- d. Licensee shall provide its own scavenger service.
- e. If additional dumpsters are required for an alternative location as specified in paragraph 5a, Licensee will notify amount of dumpsters and location to the Commissioner of General Services in writing.

4. Licensee has the authority to install additional lighting. Additional lighting has to be approved by Department of General Services prior to installation.

5. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statutes.

6. Licensee has authority to have two (2) business identification signs on lower Wacker Drive. Sign verbiage will state boat name and have directional arrows only. Placement and size of signs will be at the discretion of the Department of General Services and must be in compliance with all applicable ordinances of the City of Chicago.

7. Licensee may remove bolts if necessary from dock wall where necessary in order for Licensee's vessel to be docked in designated area. Removal of the bolts is subject to approval of the Bureau of Architecture. Removal of the bolts or other modifications to a dock wall may require issuance of a harbor permit. If permit is necessary all costs for permits shall be the responsibility of the Licensee. All modifications including water and electric hook-up will revert to the City at term of License Agreement.

Execution of this License Agreement authorized by ordinance of the City

Council for the City of Chicago passed _____ (Council Journal of Proceedings, pages _____).

In Witness Whereof, The parties have set their hands and seals this _____ day of _____, 1992.

City of Chicago

Licensee

By: _____
Commissioner of the
Department of General
Services

By: _____

By: _____
Asset Manager of the City
of Chicago

By: _____
Wagner Charter Company,
Inc.

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

**AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH ILLINOIS DEPARTMENT OF CONSERVATION
FOR PROPERTY LOCATED AT RANDOLPH
STREET COAST GUARD STATION FOR
USE AS CENTRAL OFFICE.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 18, 1992.

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 approving a lease with the Illinois Department of Conservation for property in the bed of Lake Michigan at the north end of the Inner Chicago Harbor Breakwater (Lease No. 20031), 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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, as Lessor, a lease to the Illinois Department of Conservation, as Lessee, for approximately 450 square feet of office space in the United States Coast Guard Station which is located on the bed of Lake Michigan at the north end of the Inner Chicago Harbor

Breakwater at the foot of Randolph Street occupying an area of approximately 270 by 300 feet, for use as a full Police Authority responsible for enforcement of all conservation laws, such lease to be approved by the Commissioner of General Services 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 16457 of this Journal.]

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

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Attached hereto and made a part hereof of the lease between the City of Chicago and Illinois Department of Conservation for the use of office space located in the Randolph Street Coast Guard station for the purpose of a central office.

Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Asset Manager, Bureau of Asset Management, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611 or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.

Sixth: Any notice from Lessor to Lessee under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Mr. James E. Getz, Department of Conservation, Division of Law Enforcement, Lake Michigan Operations, 701 North Point Drive, Winthrop Harbor, Illinois 60096.

Seventh: Lessee shall pay their proportionate share of all leasehold or use taxes on said premises if levied,

within deadlines established by governmental taxing bodies.

- Eighth:** Lessee shall provide and maintain, at all times, public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessor 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 Lessee shall mail to the Lessor at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.
- Ninth:** Lessee agrees that Lessee is solely responsible for all liabilities, judgments, costs, damages and expenses which may accrue by reason or on account of damage to the leased property or injury to or death of any person arising from Lessee's use or occupancy of and operations at said premises, including acts of its agents, officers or employees.
- Tenth:** It is understood and agreed that this lease may be terminated by Lessor at any time before the expiration of its term by giving Lessee sixty (60) days prior written notice.
- Eleventh:** Lessee shall be responsible for all repairs and improvements to the demised premises. Lessee shall receive prior written approval from Lessor prior to any commencement of improvements.
- Twelfth:** Lessee agrees that in utilizing said premises that it shall not discriminate against any member of the public because of race, creed, color, national origin or ancestry, age or handicap.
- Thirteenth:** Lessee shall function as a full police authority responsible for enforcement of all conservation laws, including fish and game laws and the Illinois boat registration and safety act operating the premises exclusively as a central office. Activities on the premises must be limited to legitimate not-for-profit purposes. The promotion and operation of central

office does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Lessee shall not use said premises for political or religious activities.

- Fourteenth: Lessee shall 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.
- Fifteenth: Lessor shall pay a proportionate share of utility and scavenger costs associated with the demised premises.
- Sixteenth: Lessee agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.
- Seventeenth: For any activity which Lessee desires to conduct on the premises in which a license or permit is required, said license or permit must be obtained by Lessee prior to using the premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.
- Eighteenth: Encumbering title. Lessee shall not do any act which shall in any way encumber the fee simple estate or 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 to and subordinate to the paramount title and rights of Lessor in and to the leased premises.
- Nineteenth: All improvements including fences that Lessee constructs or installs on demised premises at Lessor's option becomes the property of the Lessor at termination of this lease.
- Twentieth: Severability. If any term or provision of this lease shall to any extent be held invalid or unenforceable,

the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Twenty-first: Applicable law. This lease shall be construed and enforced in accordance with the laws of the State of Illinois.

Twenty-second: Mooring. In addition to the space specified in Exhibit "A", Lessee will have mooring space for up to three (3) patrol boats used throughout the Illinois portion of Lake Michigan.

[Exhibit "A" attached to this Rider printed on page 16456 of this Journal.]

COMMITTEE ON HUMAN RELATIONS.

APPOINTMENTS OF MR. ERIC RODRIQUE AND MR. CHRISTIAN E. NZE AS MEMBERS OF ADVISORY COUNCIL ON AFRICAN AFFAIRS.

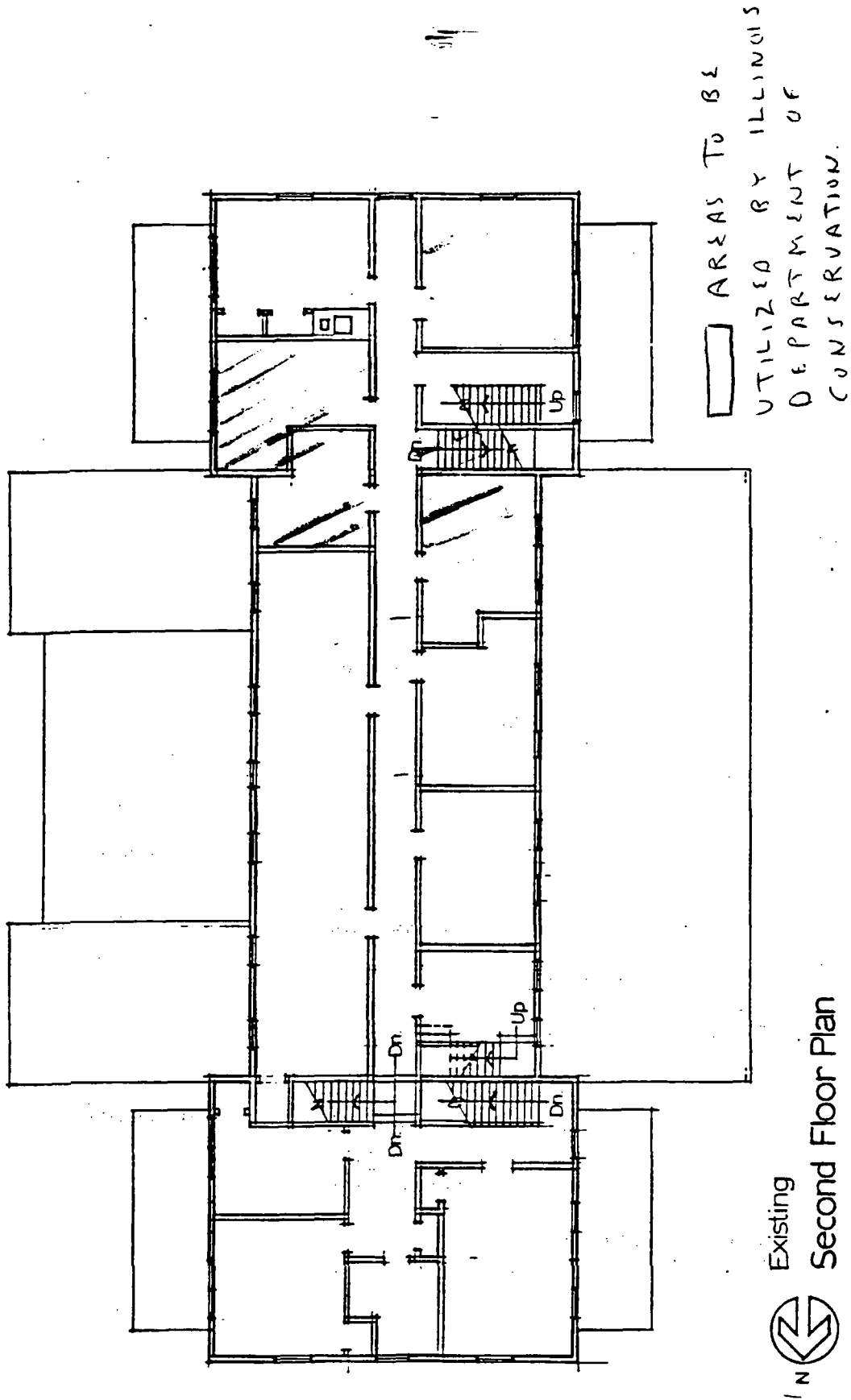
The Committee on Human Relations submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee February 26, 1992) appointing the following members to the Advisory Council on African Affairs:

(Continued on page 16458)



Existing
Second Floor Plan

United States Coast Guard Station.

LEASE (ILLINOIS)

This Indenture, Made this _____ day of _____

A. D. 19____ Between City of Chicago, a Municipal Corporation

_____ party of the first part and Department of Conservation

_____ party of the second part.

Witnesseth, that the party of the first part has demise and leased to the party of the second part the premises, situated in Chicago County of Cook and State of Illinois, known and described as follows:

Approximately 450 square feet of office space located in the United States Coast Guard Station which is located on the bed of Lake Michigan at the North end of the inner Chicago Harbor breakwater at the foot of Randolph Street occupying an area of approximately 270 feet by 300 feet.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st day of _____ June A. D. 19 92 until the _____ 31st day of _____ May

A. D. 19 96 . And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at Department of Revenue, Warrants for Collections City Hall, 121 North LaSalle Street, Room 107, Chicago, Illinois 60602

as rent for said leased premises for said term the sum of _____ one _____ Dollars (\$ 1.00) acknowledged.

SECOND.—That he has examined and know the condition of said premises; and he received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at LESSEE'S own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demise premises, for and during the time for which this lease is granted.

For additional responsibilities of Lessor and Lessee

See Rider attached hereto and made a part hereof.

~~The party of the second part hereby irrevocably constitutes _____ as attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.~~

~~In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises the term hereby created shall cease and determine.~~

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to Form and Legality
Except as to Property Description
Execution:

Assistant Corporation Counsel

Asset Manager

Illinois Department of Conservation (SEAL)

(SEAL)

Commissioner of General Services (SEAL)

(Continued from page 16455)

Mr. Eric Rodrique

Mr. Christian E. Nze.

The committee begs leave to recommend that Your Honorable Body *Approve* the said appointments to the Advisory Council on African Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Eric Rodrique and Mr. Christian E. Nze as members of the Advisory Council on African Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

APPOINTMENTS OF VARIOUS INDIVIDUALS AS MEMBERS
OF ADVISORY COUNCIL ON ARAB AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee February 26, 1992) appointing the following members to the Advisory Council on Arab Affairs:

Attorney Rouhy J. Shalabi

Dr. Farouk Mustafa

Mr. Khaldoun Ramadan.

The committee begs leave to recommend that Your Honorable Body *Approve* the said appointments to the Advisory Council on Arab Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the said proposed appointments of various individuals as members of the Advisory Council on Arab Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

APPOINTMENTS OF MR. WILLIAM B. KELLEY AND
MR. MICHAEL HODGSON AS MEMBERS OF
ADVISORY COUNCIL ON GAY AND
LESBIAN ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee February 26, 1992) appointing the following members to the Advisory Council on Gay and Lesbian Issues:

Mr. William B. Kelley

Mr. Michael Hodgson.

The committee begs leave to recommend that Your Honorable Body *Approve* the said appointments to the Advisory Council on Gay and Lesbian Issues.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. William B. Kelley and Mr. Michael Hodgson as members of the Advisory Council on Gay and Lesbian Issues were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

APPOINTMENTS OF VARIOUS INDIVIDUALS AS MEMBERS
OF ADVISORY COUNCIL ON VETERANS AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from the Honorable Richard M. Daley, Mayor (referred to the committee February 26, 1992) appointing the following members to the Advisory Council on Veterans Affairs:

Mr. Frank Johnson

Mr. Larry J. Downs

Mr. Robert Garner

Mr. Julio Gonzales

Mr. William Luna

Mr. David K. Sullivan.

The committee begs leave to recommend that Your Honorable Body *Approve* the said appointments to the Advisory Council on Veterans Affairs.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the said proposed appointments of various individuals as members to the Advisory Council on Veterans Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 40.

Nays -- None.

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

EXPRESSION OF SUPPORT FOR UNITED STATES
CONFERENCE OF MAYORS' MARCH
ON WASHINGTON, D.C.

The Committee on Human Relations submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a resolution introduced by Alderman Joseph Moore, 49th Ward, requesting the Mayor and members of the City Council to support the U. S. Conference

of Mayors' March on Washington, May 16, 1992, and call upon all city departments and social, religious, labor, industry, business, education, community, civil rights and peace organizations to organize for a large turnout of Chicago residents for the march.

The committee begs leave to recommend that Your Honorable Body *Adopt* said resolution. This resolution was approved in committee by all members present, with no dissenting vote.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Many residents of Chicago lack the necessary educational, health care, housing and other services; and

WHEREAS, The City of Chicago has experienced a dramatic reduction in federal assistance over the past twelve years; and

WHEREAS, The U. S. Conference of Mayors is planning a demonstration at the Capitol in Washington, D. C. on May 16, 1992, to communicate the urgent need to place America's cities and children back on the national agenda; and

WHEREAS, The fiscal crises of our cities have deepened, making it impossible for them to fully provide the basic services essential to the health and safety of their residents; and

WHEREAS, One out of five children in our nation experience hunger, millions are without adequate health care, homelessness has increased, crime and violence are rampant, and unemployment is rising; and

WHEREAS, The end of the Cold War has made it possible to significantly reduce the military budget and apply the savings to domestic needs; and

WHEREAS, Urgent action is needed to pressure the federal government to respond to the needs of Chicago residents; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council support the Mayors' March on Washington and call upon all city departments and social, religious, labor, industry, business, education, community, civil rights and peace organizations to organize for a large turnout of Chicago residents for the march; and

Be It Further Resolved, That copies of this resolution be forwarded to the U. S. Conference of Mayors and the National League of Cities.

Re-Referred -- REQUEST FOR HEARINGS ON PROPOSED
STATE BUDGET CUTS.

The Committee on Human Relations submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

A resolution calling for hearings on proposed state budget cuts, received by the Committee on Human Relations, April 29, 1992, is *Re-Referred to the Committee on Finance*.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

**COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.**

**AMENDMENT OF TITLE 4, CHAPTER 80 OF MUNICIPAL
CODE OF CHICAGO BY DELETING CITIZENSHIP
REQUIREMENT RELATING TO LICENSING
OF DRY CLEANERS AND SPOTTERS.**

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration a communication from the Mayor (which was referred on April 29, 1992) transmitting an ordinance deleting a citizenship requirement from Chapter 4-80 of the Municipal Code of Chicago, relating to dry cleaners and spotters, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, To insure the health, safety and welfare of the general public, the city requires at least one designated person at licensed dry cleaning establishments, and each attendant at self-service coin-operated dry cleaning establishments, to hold a certificate of fitness to safely handle the flammable liquids customarily used in dry cleaning; and

WHEREAS, United States citizens as well as non-citizens who are legally authorized to work in the United States should be eligible to receive a certificate of fitness provided they meet the other qualifications provided by ordinance; now, therefore,

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

SECTION 1. Chapter 4-80 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

4-80-070.

Before any operation shall begin under a license for the business of dry cleaning in which flammable liquids having a flash point below 140 degrees Fahrenheit (closed cup tester) are used as herein provided, the licensee shall file with the division marshal in charge of the bureau of fire prevention in writing, the name of the person designated by him to have charge of the room, the equipment, the flammable liquids to be used and the handling and using of same during the conduct of such method of business of dry cleaning and any such person before being permitted to exercise any of such function shall make application in writing to the division fire marshal in charge of the bureau of fire prevention for a "certificate of fitness". Before the issuance of any such certificate the said division fire marshal shall examine such applicant as to his qualifications to fill such position under the conditions herein prescribed; and no operation or dry cleaning in which such flammable liquids are used or the handling of such flammable liquids shall be carried on upon the premises unless there be in charge and authority upon such premises a person who shall have obtained a "certificate of fitness" as herein provided.

To receive a certificate of fitness the person must:

- [(a)] Be a citizen of the United States;
- [(b)] (a) Be at least twenty-one years of age;
- [(c)] (b) Be able to understand and speak the English language;
- [(d)] (c) Be of good moral character;
- [(e)] (d) Show by written certification that he has had six months or more experience in the actual work of dry cleaning and the handling of flammable liquids having a flash point below 140 degrees Fahrenheit (closed cup tester);
- [(f)] (e) Be familiar with the provision of the law and the regulations governing dry cleaning, particularly that part relating to the service to be performed by the applicant; and
- [(g)] (f) Be familiar with the risks incident to the service to be performed by him, and capable of taking all necessary precautions. The annual fee for the issuance or renewal of any *such* certificate shall be \$36.00 and shall be paid to the department of revenue.

4-80-160.

There shall be present in every self-service coin-operated establishment of this type an attendant during all operational hours of the establishment. The attendant shall not permit any person under the age of [15] *fifteen* years to operate any such machine.

4-80-170.

No person shall act as an attendant in any such dry-cleaning establishment, unless he shall be the holder of a current certificate of fitness, issued by the division marshal in charge of the bureau of fire prevention and the commissioner of health. Before the issuance of any such certificate, the division marshal in charge of the bureau of fire prevention and the commissioner of health shall examine the applicant as of his qualifications to fill such position. To receive a certificate of fitness the applicant must:

[(a)] Be a citizen of the United States;

[(b)] (a) Be at least [21] *twenty-one* years of age;

[(c)] (b) Be able to understand and speak the English language;

[(d)] (c) Be of good moral character;

[(e)] (d) Be familiar with the provision of the law and the regulations governing dry cleaning, particularly that *part* relating to the service to be performed by the applicant; and

[(f)] (e) Be familiar with the risks incident to the service to be performed by him, and capable of taking [on] *all* necessary precautions.

The annual fee for the issuance or renewal of any such certificate shall be \$24.00 and shall be paid to the department of revenue.

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

AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020(d) OF
MUNICIPAL CODE OF CHICAGO BY EXEMPTING
CERTAIN THEATERS FROM REGULATIONS
PROHIBITING CONSUMPTION OF
ALCOHOLIC BEVERAGES
ON PREMISES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance amending Section 1, Title 4-172-020(d) of the Municipal Code of Chicago (which was referred on April 29, 1992) adding theaters to those businesses allowed to obtain liquor licenses under the terms of this section, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 4-172-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-172-020. License Required-Restricted Areas.

(a) No person shall sell at retail any alcoholic liquor without first having obtained a city retailer's license for each premises where the retailer is located to sell the same.

(b) No license shall be issued for the sale of alcoholic liquor, for consumption on the premises, in those areas designated by the Chicago Zoning Ordinance as B4 or B5 Districts, if the premises sought to be licensed is within 400 feet, excluding streets, alleys and public ways, of an existing premises licensed for the sale of alcoholic liquor, said measurement shall be from property line to property line, for consumption on the premises; provided, however, that this prohibition shall not apply to hotels offering restaurant service, restaurants or to clubs; nor to the renewal for issuance of a license for the sale of alcoholic liquor for consumption on the premises, where said place of business was established and licensed prior to the effective date of this ordinance and has operated continuously subsequent to the effective date of this ordinance.

(c) No license shall be issued to any person if the premises described in the license application is contained in a building or structure located in any B2 through B5 Districts that was previously licensed for the sale of alcoholic liquor, but which is vacant or unused and unlicensed for a continuous period of six months where the issuance of such license would constitute a nonconforming use in the district in which the building or structure is located.

(d) No license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

[provided, however, that this prohibition]

The prohibitions described in this subsection shall not apply to hotels offering restaurant service, restaurants or to clubs within one of the areas defined above, theaters whose premises are licensed for incidental service of liquor only, that provide live stage performances and are equipped with fixed seating, nor to the renewal of a license for the sale of alcoholic liquor for consumption on the premises, where such place of business was established and licensed prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this subsection. Nothing in this subsection shall prohibit the issuance of a beer garden or late-hour liquor license to a licensed establishment located within the areas specified herein, provided that the applicable requirements of this chapter are met.

For the purpose of this subsection, whenever the liquor license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition of this subsection shall be issued for such premises. No direct or indirect interest in the ownership of a liquor license may be transferred unless such transfer is made to another person or persons who already share ownership in the license or involves the transfer of less than five percent of the shares of the corporation. No person to whom less than five percent of the shares of a liquor license is transferred, who did not share ownership in the license prior to such transfer, may purchase more than five percent of the shares of the liquor license in any 12-month period.

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

Action Deferred -- CONDEMNATION OF "OLD JOE CAMEL"
ADVERTISING CAMPAIGN USED BY R. J.
REYNOLDS TOBACCO COMPANY.

The Committee on License and Consumer Protection submitted the following report which was, on motion of Alderman Shaw and Alderman Hansen, *Deferred* and ordered published:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration a resolution (which was referred on March 25, 1992) condemning R. J. Reynolds Tobacco Company for their four-year "Old Joe Camel" advertising campaign, begs leave to recommend that Your Honorable Body adopt the proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Despite the medical community's outcry against the four-year "Old Joe" advertising campaign, the R.J. Reynolds Tobacco Company continues to foster and promote "Old Joe" ads, which in their cartoon format are said to have great appeal and influence with many persons under the age of 18 years; and

WHEREAS, Last December, the *Journal of the American Medical Association* published a study showing high recognition of the "Old Joe" character and its identification with cigarettes among children as young as three years of age; and

WHEREAS, Last week the Surgeon General of the United States, Dr. Antonia C. Novello, joined the American Medical Association in calling for the R.J. Reynolds Tobacco Company to stop the "Old Joe" campaign and urging responsible publications not to print any such advertising; and

WHEREAS, In the January issue of the noted magazine *Advertising Age*, an editorial urged the R.J. Reynolds Tobacco Company to end the "Old Joe" advertising campaign, which promotes a destructive role model for young children, possibly encouraging them to become smokers and to destroy their health; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby condemns the R.J. Reynolds Tobacco Company and its use of an advertising campaign which is clearly in violation of human decency and moral standards in its overt, implicit appeal to all persons attracted to cartoon

characters, and therefore to all children unfortunate enough to be wrongly and unhealthfully influenced to smoke; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the R.J. Reynolds Tobacco Company.

COMMITTEE ON POLICE AND FIRE.

APPOINTMENT OF MR. MATT RODRIGUEZ AS
SUPERINTENDENT OF POLICE.

The Committee on Police and Fire submitted the following report:

CHICAGO, May 7, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Thursday, May 7, 1992, and having had under consideration the appointment of Matt Rodriguez as Superintendent of Police, begs leave to recommend that Your Honorable Body *Approve* said proposed appointment.

This recommendation was concurred in by thirteen (13) members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Matt Rodriguez as Superintendent of Police was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of allowing Superintendent Matt Rodriguez the privilege of the floor.

The motion *Prevailed*.

Speaking from the Clerks rostrum, Superintendent of Police Matt Rodriguez addressed the necessity for joint, concerted action by both government and community resources to achieve successful resolution of criminal justice problems. Expressing his confidence in Chicago's ability to coalesce to meet civic challenges, Superintendent Rodriguez then thanked Mayor Daley and the City Council and was warmly applauded by the Council and its assembled guest.

***Action Deferred* -- AMENDMENT OF TITLE 8, CHAPTERS 4 AND 16
OF MUNICIPAL CODE OF CHICAGO BY IMPLEMENTATION
OF RESTRICTIONS ON GANG RELATED CONGREGATIONS
IN PUBLIC WAYS AND BY EXPANSION OF CURFEW
REGULATIONS REGARDING MINORS.**

The Committee on Police and Fire submitted the following report which was, on motion of Alderman Beavers and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, May 18, 1992.

To the President and Members of the City Council:

The Committee on Police and Fire held a meeting on Monday, May 18, 1992, and having had under consideration a substitute ordinance presented by Alderman Carole Bialczak (30th Ward) and Alderman William J.P.

Banks (36th Ward) to amend the Municipal Code of Chicago to provide for a stronger curfew ordinance and a more effective means of enforcement, begs leave to report and recommend that Your Honorable Body pass said proposed substitute ordinance.

This recommendation was concurred in by six (6) members of the committee, with one (1) dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago, like other cities across the nation, has been experiencing an increasing murder rate as well as an increase in violent and drug related crimes; and

WHEREAS, The City Council has determined that the continuing increase in criminal street gang activity in the City is largely responsible for this unacceptable situation; and

WHEREAS, In many neighborhoods throughout the City, the burgeoning presence of street gang members in public places has intimidated many law-abiding citizens; and

WHEREAS, One of the methods by which criminal street gangs establish control over identifiable areas is by loitering in those areas and intimidating others from entering those areas; and

WHEREAS, Members of criminal street gangs avoid arrest by committing no offense punishable under existing laws when they know police are present, while maintaining control over identifiable areas by continued loitering; and

WHEREAS, The City Council has determined that loitering in public places by criminal street gang members creates a justifiable fear for the safety of persons and property in the area because of the violence, drug-dealing and vandalism often associated with such activity; and

WHEREAS, The City also has an interest in discouraging all persons from loitering in public places with criminal gang members; and

WHEREAS, Aggressive action is necessary to preserve the City's streets and other public places so that the public may use such places without fear; and

WHEREAS, The City Council has also determined that it is necessary to amend the Municipal Code of Chicago to provide for a stronger curfew ordinance and a more effective means of enforcement; now, therefore,

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

SECTION 1. Chapter 8-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 8-4-015 as follows:

8-4-015. (a) Whenever a police officer observes a person whom he reasonably believes to be a criminal street gang member loitering in any public place with one or more other persons, he shall order all such persons to disperse and remove themselves from the area. Any person who does not promptly obey such an order is in violation of this section.

(b) It shall be an affirmative defense to an alleged violation of this section that no person who was observed loitering was in fact a member of a criminal street gang.

(c) As used in this section:

(1) "Loiter" means to remain in any one place with no apparent purpose.

(2) "Criminal street gang" means any ongoing organization, association in fact or group of three or more persons, whether formal or informal, having as one of its substantial activities the commission of one or more of the criminal acts enumerated in paragraph (3), and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity.

(3) "Criminal gang activity" means the commission, attempted commission, or solicitation of the following offenses, provided that the offenses are committed by two or more persons, or by an individual at the direction of, or in association with, any criminal street gang, with the specific intent to promote, further or assist in any criminal conduct by gang members:

The following sections of the Criminal Code of 1961: 9-1 (murder), 9-3.3 (drug induced homicide), 10-1 (kidnapping), 10-4 (forcible detention), subsection (a) (13) of Section 12-2 (aggravated assault-discharging firearm), 12-4 (aggravated battery), 12-4.1 (heinous

battery), 12-4.2 (aggravated battery with a firearm), 12-4.3 (aggravated battery of a child), 12-4.6 (aggravated battery of a senior citizen), 12-6 (intimidation), 12-6.1 (compelling organization membership of persons), 12-11 (home invasion), 12-14 (aggravated criminal sexual assault), 18-1 (robbery), 18-2 (armed robbery), 19-1 (burglary), 19-3 (residential burglary), 19-5 (criminal fortification of a residence or building), 20-1 (arson), 20-1.1 (aggravated arson), 20-2 (possession of explosives or explosive or incendiary devices), subsection (a) (6), (a) (7), (a) (9) or (a) (12) of Section 24-1 (unlawful use of weapons), 24-1.1 (unlawful use or possession of weapons by felons or persons in the custody of the Department of Corrections facilities), 24-1.2 (aggravated discharge of a firearm), subsection (d) of Section 25-1 (mob action-violence), 33-1 (bribery), 33A-2 (armed violence); Sections 5, 5.1, 7 or 9 of the Cannabis Control Act where the offense is a felony (manufacture or delivery of cannabis, cannabis trafficking, calculated criminal cannabis conspiracy and related offenses); or Sections 401, 401.1, 405, 406.1, 407 or 407.1 of the Illinois Controlled Substances Act (illegal manufacture or delivery of a controlled substance, controlled substance trafficking, calculated criminal drug conspiracy and related offenses).

(4) *"Pattern of criminal gang activity" means two or more acts of criminal gang activity of which at least two such acts were committed within five years of each other and at least one such act occurred after the effective date of this Section.*

(5) *"Public place" means the public way and any other location open to the public, whether publicly or privately owned.*

(e) *Any person who violates this Section is subject to a fine of not less than \$100 and not more than \$500 for each offense, or imprisonment for not more than six months, or both.*

In addition to or instead of the above penalties, any person who violates this Section may be required to perform up to 120 hours of community service pursuant to Section 1-4-120 of this Code.

SECTION 2. Chapter 8-16 of the Municipal Code of Chicago is hereby amended in Section 8-16-020 by inserting the language in italics and by deleting the language in brackets, and by adding new Sections 8-16-022 and 8-16-024, as follows:

8-16-020.

It shall be unlawful for any person under the age of 17 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, and [or] between the hours of 10:30 P.M. and 6:00 A.M. on any other day of the week, *provided, however, that the provisions of this section shall not apply when:*

(a) the minor is accompanied and supervised by his or her parent, legal guardian or other adult having the legal care or custody of such minor, or by the minor's spouse if the spouse is 18 years of age or older, or by any other responsible companion at least 21 years of age or older approved by the minor's parent or legal guardian or other adult having the legal care or custody of such minor;

(b) the presence of such minor in said place is required by an occupation or business in which the minor is lawfully engaged; or

(c) the minor is going directly to or from any adult-supervised activity sponsored by any school, church, civic or not-for-profit organization.

[unless accompanied and supervised by a parent, legal guardian or other responsible companion at least 21 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 \$5.00 nor more than \$100.00 for each offense.]

8-16-022.

Any police officer who finds a minor in violation of section 8-16-020 is authorized to take such minor into custody until such time as the minor's parent, legal guardian, or other adult having legal care or custody of the minor is located and notified of the violation, and takes custody of the minor from the police. If no such person can be located within a reasonable period of time, the minor shall be referred to the appropriate juvenile authorities.

8-16-024.

Any parent, legal guardian or other adult having the legal care or custody of a minor who shall knowingly permit such minor to violate any provision of section 8-16-020 shall be fined not less than \$25.00 nor more than \$100.00 for each offense.

SECTION 3. This ordinance shall take effect 30 days after its passage and publication.

COMMITTEE ON TRANSPORTATION AND
PUBLIC WAY.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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 orders transmitted herewith (referred on April 29, 1992) to maintain and use sundry canopies at various locations.

This recommendation was concurred in unanimously by a viva voce vote 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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):

Beirut Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Beirut Restaurant ("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 5204 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 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 Director of Revenue 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 Director of Revenue.

Bryn Mawr Apartment Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Bryn Mawr Apartment Partnership ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Kenmore Avenue attached to the building or structure located at 5550 North Kenmore Avenue for a period of three (3) years from and after May 4, 1992 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 15 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 Director of Revenue 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 Director of Revenue.

Dearborn Restaurant & Lounge, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dearborn Restaurant & Lounge, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Dearborn Street attached to the building or structure located at 163 North Dearborn Street 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 13 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Department of Revenue 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 Director of Revenue.

*Mr. Alfonso Diaz (Doing Business as
Trendsetters International): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Alfonso Diaz, doing business as Trendsetters International ("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 4528 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 17 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 Director of Revenue 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 Director of Revenue.

Mr. Al Amin S. Jessani: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Al Amin S. Jessani ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Broadway attached to the building or structure located at 3017 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 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 Director of Revenue 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 Director of Revenue.

King Studio's, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to King Studio's, Inc. ("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 838 -- 840 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 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 Director of Revenue 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 Director of Revenue.

*RREEF MA -- III 645 North Michigan
Avenue, Inc.: Canopies.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to RREEF MA -- III 645 North Michigan Avenue, Inc. ("Permittee") to maintain and use five (5) canopies over the public right-of-way in North Michigan Avenue attached to the building or structure located at 645 North Michigan Avenue for a period of three (3) years from and after October 9, 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 4 at 28 feet and 1 at 21 feet, respectively, in length, nor 3 at 5 feet, 1 at 16 feet and 1 at 8 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Sixty-two and no/100 Dollars (\$262.00) 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 Director of Revenue 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 Director of Revenue.

Salvador's Mexican Restaurant: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Salvador's Mexican Restaurant ("Permittee") to maintain and use four (4) canopies over the public right-of-way in North Clark Street attached to the building or structure located at 661 North Clark 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 canopies shall not exceed 2 at 5 feet and 2 at 7 feet, respectively, in length, nor 2 at 3 feet and 2 at 6 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue 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 Director of Revenue.

*Samir Corporation (Doing Business As
Blimpie Subs & Salads): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Samir Corporation, doing business as Blimpie Subs & Salads ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North State Street attached to the building or structure located at 1160 North State Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 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 Director of Revenue 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 Director of Revenue.

Standard Federal Savings And Loan Association: Canopy.

Ordered, That the Direction of Revenue is hereby authorized to issue a permit to Standard Federal Savings and Loan Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Archer Avenue attached to the building or structure located at 4192 South Archer Avenue for a period of three (3) years from and after July 29, 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 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 Director of Revenue 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 Director of Revenue.

Starlight Cleaners: Canopy.

Ordered, That the Direction of Revenue is hereby authorized to issue a permit to Starlight Cleaners ("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 1153 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 8 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 Director of Revenue 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 Director of Revenue.

Violet Berk Flowers, Inc.: Canopy.

Ordered, That the Direction of Revenue is hereby authorized to issue a permit to Violet Berk Flowers, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Chicago Avenue attached to the building or structure located at 2300 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 38 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-three and no/100 Dollars (\$63.00) 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 Director of Revenue 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 Director of Revenue.

Mr. Harry Zemel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mr. Harry Zemel ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Broadway attached to the building or structure located at 5943 -- 5959 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 112 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 One Hundred Thirty-seven and no/100 Dollars (\$137.00) 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 Director of Revenue 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 Director of Revenue.

301 Associates c/o Jerome H. Meyer & Co.: Canopy.
(For Period of August 31, 1989 -- August 31, 1992)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 301 Associates, c/o Jerome H. Meyer & Co. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Erie Street attached to the building or structure located at 301 East Erie Street for a period of three (3) years from and after August 31, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 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 Director of Revenue 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 Director of Revenue.

301 Associates c/o Jerome H. Meyer & Co.: Canopy.
(For Period of August 31, 1992 -- August 31, 1995)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 301 Associates, c/o Jerome H. Meyer & Co. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Erie Street attached to the building or structure located at 301 East Erie Street for a period of three (3) years from and after August 31, 1992 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 Director of Revenue 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 Director of Revenue.

372 West Ontario Limited Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 372 West Ontario Limited Partnership ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Ontario Street attached to the building or structure located at 372 West Ontario Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 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 Director of Revenue 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 Director of Revenue.

**AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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 April 29, 1992) for grants of privilege in the public 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 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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):

Culinary Foods, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Culinary Food, Incorporated, upon the terms and subject to the conditions of this ordinance to construct, maintain and use, for a period of six (6) months,

two (2) pipe bridges adjacent to the premises known as 1240 West George Street for the purpose of supplying utilities, steam and refrigeration from one building to another.

Pipe bridge Number 1 shall be over and across West George Street, twenty-one (21) feet above ground level, and shall connect the buildings at 1227 West George Street and 1230 West George Street. Said pipe bridge shall be sixty-six (66) feet in length and six (6) feet in width as per prints herein attached.

Pipe bridge Number 2 shall be over and across the north-south public alley, south of West George Street, thirty (30) feet above ground level, and shall connect the buildings at 1227 West George Street and 1241 West George Street. Said pipe bridge shall be sixteen (16) feet in length and nine (9) feet in width as per prints herein attached.

Authority for this privilege shall herein be granted for a period of six (6) months from and after the 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 Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per annum, 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 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of the permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, 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 Revenue, Compensation Unit, no later than 30 days prior to the 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 Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees 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

Director of Revenue 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, however, that 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 Director of Revenue.

[Drawing attached to this ordinance printed on
page 16498 of this Journal.]

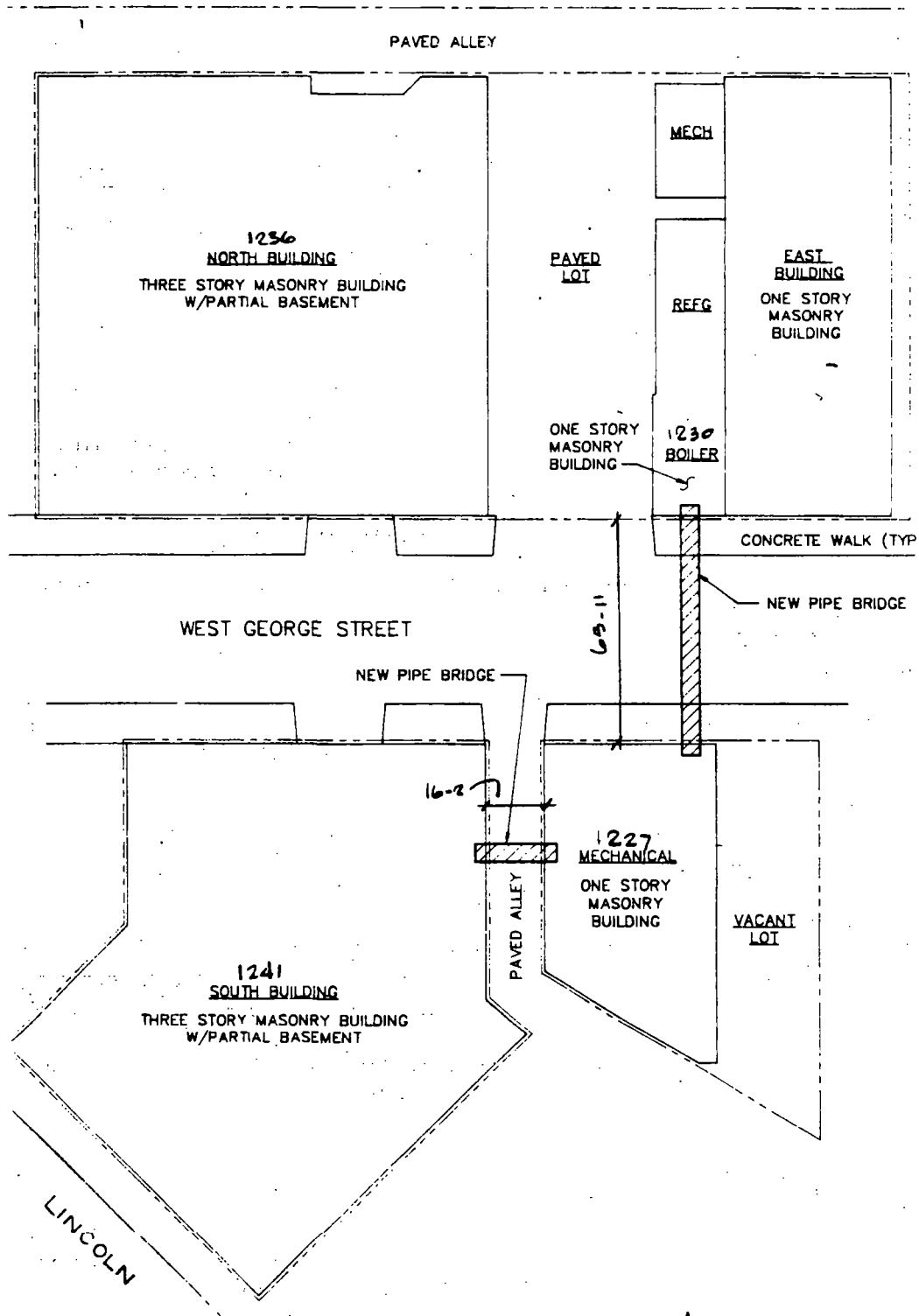
*International Double Drive Thru, Inc. (Doing Business
As Checkers Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to International Double Drive Thru, Inc., doing business as Checkers Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a flagpole in the public right-of-way adjacent to its premises located at 4624 South Damen Avenue. Said flagpole shall be one (1) foot in length, one (1) foot in width and fifty (50) feet in height and shall be located along West 47th Street approximately 400 feet west of the center line of South Damen Avenue.

(Continued on page 16499)

Ordinance associated with this drawing printed on pages 16494
through 16497 of this Journal.



CULINARY FOODS INC
R.O.W.
3-31-92

SITE PLAN
SCALE: 1"=30'-0"



(Continued from page 16497)

Authority for the above named privilege is herein given and granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on 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 Transportation and the Director of Revenue. 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 Twenty-five and no/100 Dollars (\$25.00) per annum, 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 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, 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 Revenue, Compensation Unit, no later than 30 days prior to the 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 Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that 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 Revenue.

[Drawing attached to this ordinance printed on
page 16502 of this Journal.]

Mr. John Podmajersky.

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

SECTION 1. Permission and authority are hereby given and granted to Mr. John Podmajersky, upon the terms and subject to the conditions of this ordinance to maintain and use the stairwell and vault area adjacent to the premises known as 1840 South Halsted Street. Said vaulted area shall measure fifty (50) feet in length, three (3) feet in width and seven (7) feet in depth and shall occupy one hundred fifty (150) square feet of space under the public right-of-way. Authority for this privilege shall herein be granted for a period of five (5) years from and after the date of passage of this ordinance.

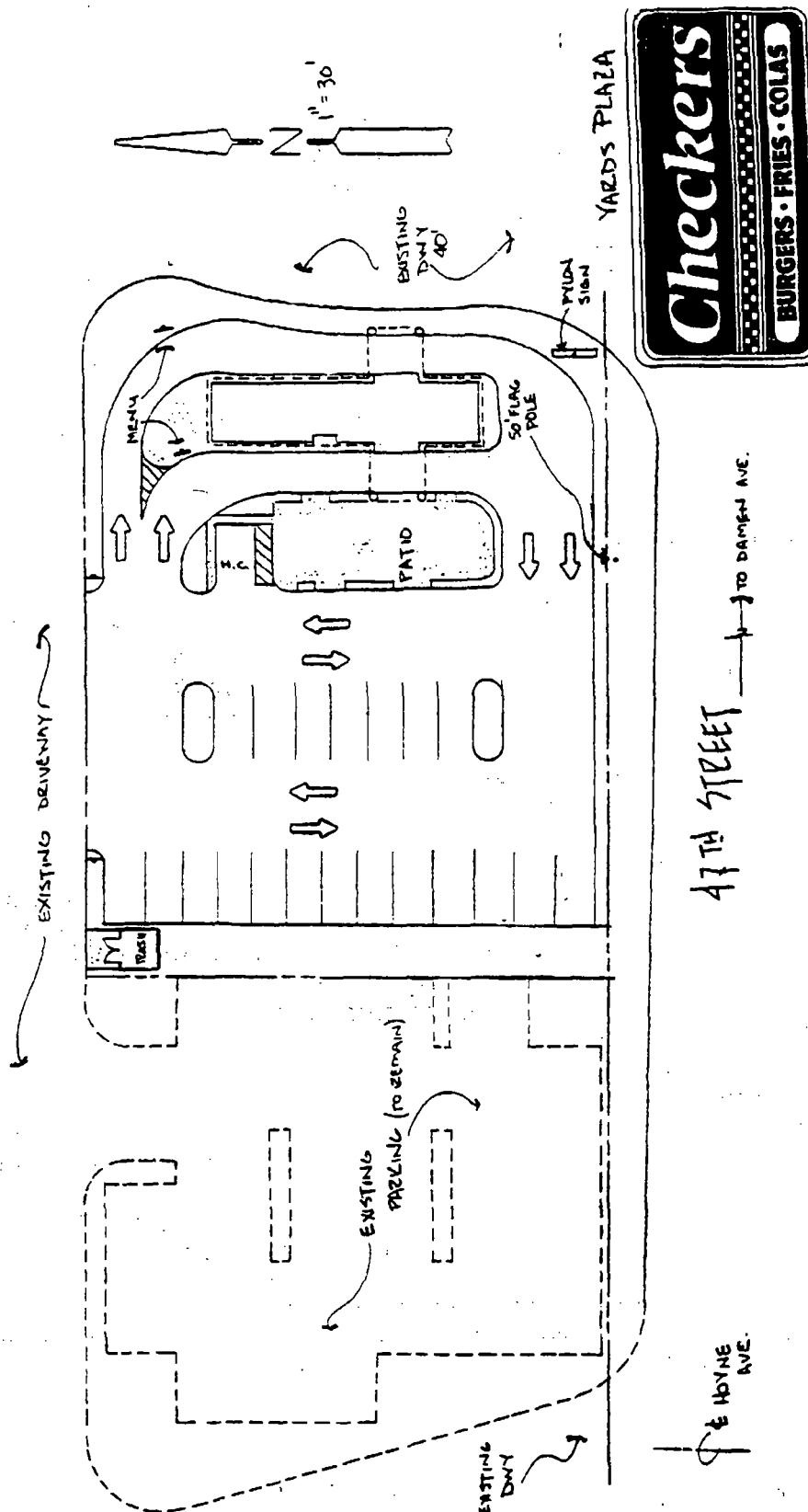
The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. 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. In case of termination of the privilege herein granted or the grantee transfers title or vacates the

(Continued on page 16503)

Ordinance associated with this drawing printed on
pages 16497 through 16501 of this Journal.

The flagpole is to be located 2 feet south of the South property
line of applicant's property and approximately 400 feet west of
the center line of South Damen.



(Continued from page 16501)

premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, 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 Revenue, Compensation Unit, no later than 30 days prior to the 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 Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees 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.

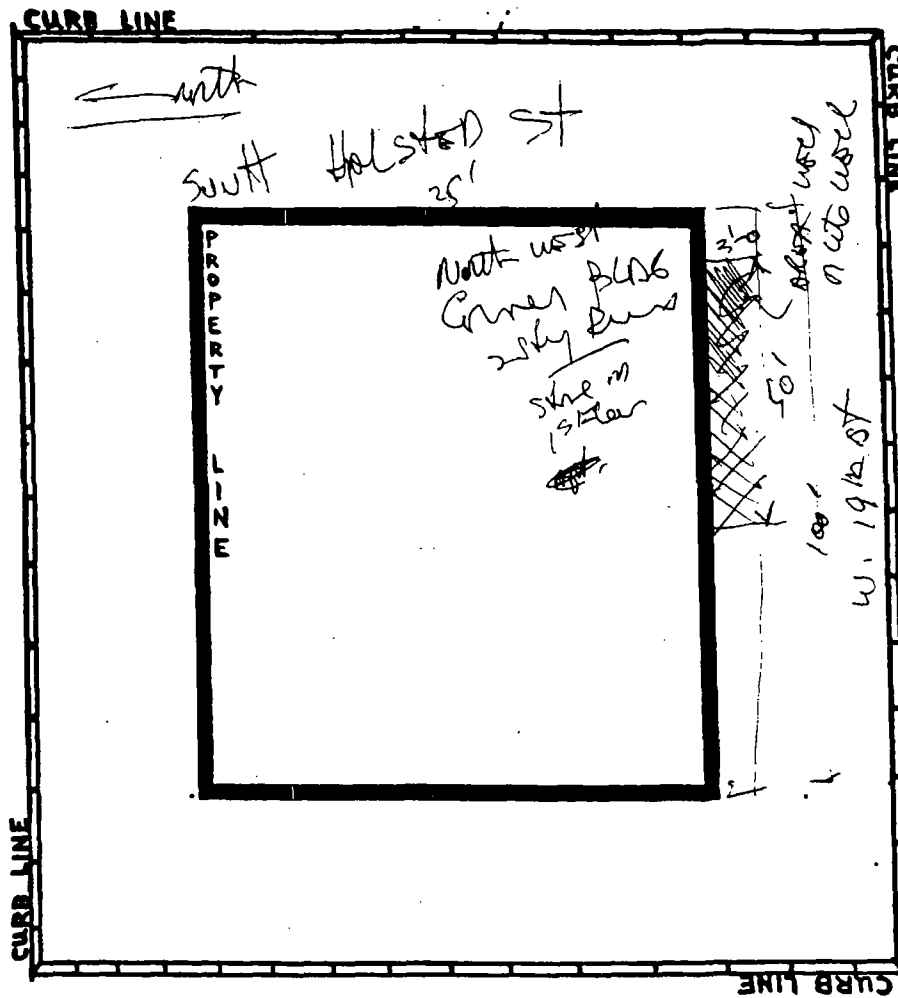
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further 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, however, that 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 Revenue.

[Drawing attached to this ordinance printed on
page 16505 of this Journal.]

Ordinance associated with this drawing printed on
pages 16501 through 16504 of this Journal.



Rita Bucheit, Ltd.

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

SECTION 1. The Commissioner of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to Rita Bucheit, Ltd., located at 449 North Wells Street, Chicago, Illinois, to construct, maintain and use four (4) planter boxes for beautification located in the public way adjacent to the premises at 449 North Wells Street, subject to the approval of plans, without fees, without compensation, and on the condition that the adjacent property owner(s) shall assume full responsibility for maintenance, and shall insure, save and hold harmless the City of Chicago from all liability as herein stated.

Three flower boxes shall measure fifty-one (51) inches in length, seventeen (17) inches in width and sixteen (16) inches in height. One flower box shall measure twenty-six (26) feet in length, three (3) feet in width and three (3) feet in height.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference 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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 _____ and no/100 Dollars (\$_____) per annum, 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 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, 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 Revenue, Compensation Unit, no later than 30 days prior to the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that 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 Revenue.

[Drawings attached to this ordinance printed on pages
16509 through 16510 of this Journal.]

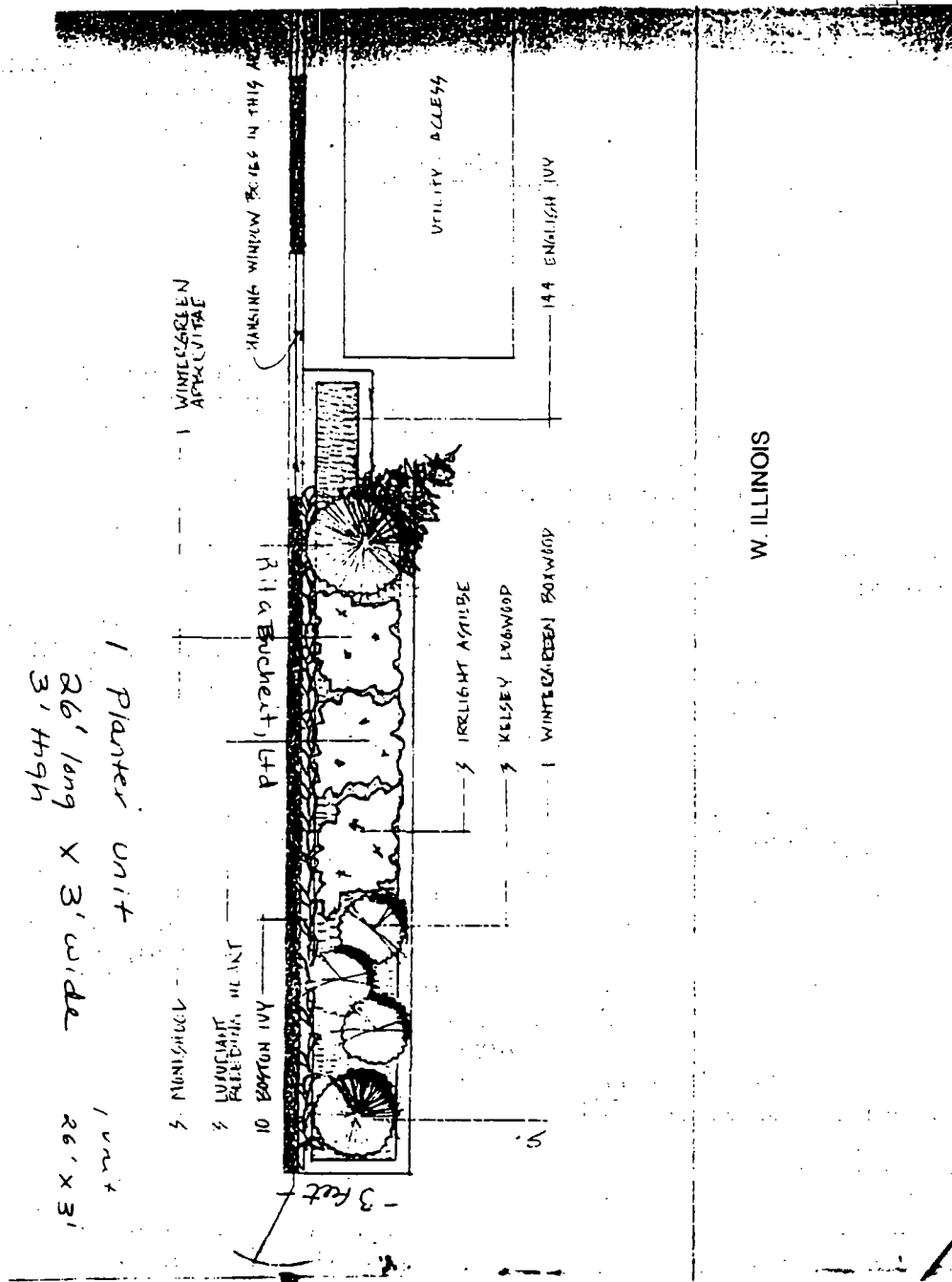
1028 North Rush Street Corporation.

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

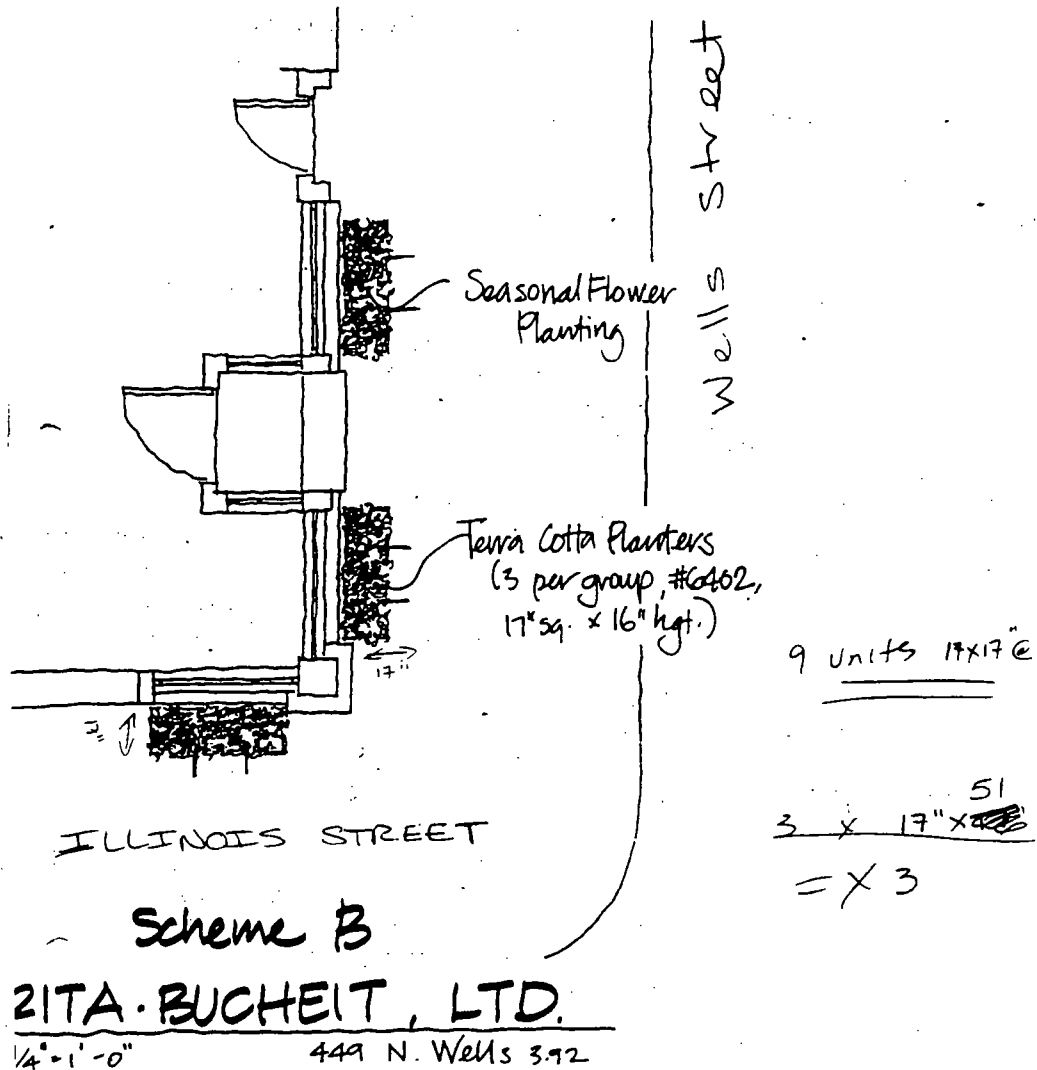
SECTION 1. Permission and authority are hereby given and granted to 1028 North Rush Street Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a portion of the sidewalk area on the south side of East Bellevue Place, between the east side of North State Street and the west side of North Rush Street adjacent to its premises known as 1028 North Rush Street. Said area shall be approximately ten (10) feet in width extending in a north and south

(Continued on page 16511)

Ordinance associated with this drawing printed on
pages 16506 through 16508 of this Journal.



Ordinance associated with this drawing printed on
pages 16506 through 16508 of this Journal.



(Continued from page 16508)

direction from the property line and a length extending east and west of approximately sixty-six (66) feet for a total use of six hundred sixty (660) square feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after December 19, 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 Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Nine Hundred Seventy-six and no/100 Dollars (\$8,976.00) per annum, 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 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, 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 Revenue, Compensation Unit, no later than 30 days prior to the 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 Permittee(s) shall also indemnify, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that 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 Revenue.

[Drawing attached to this ordinance printed on
page 16514 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 20, 1992.

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 April 29, 1992) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

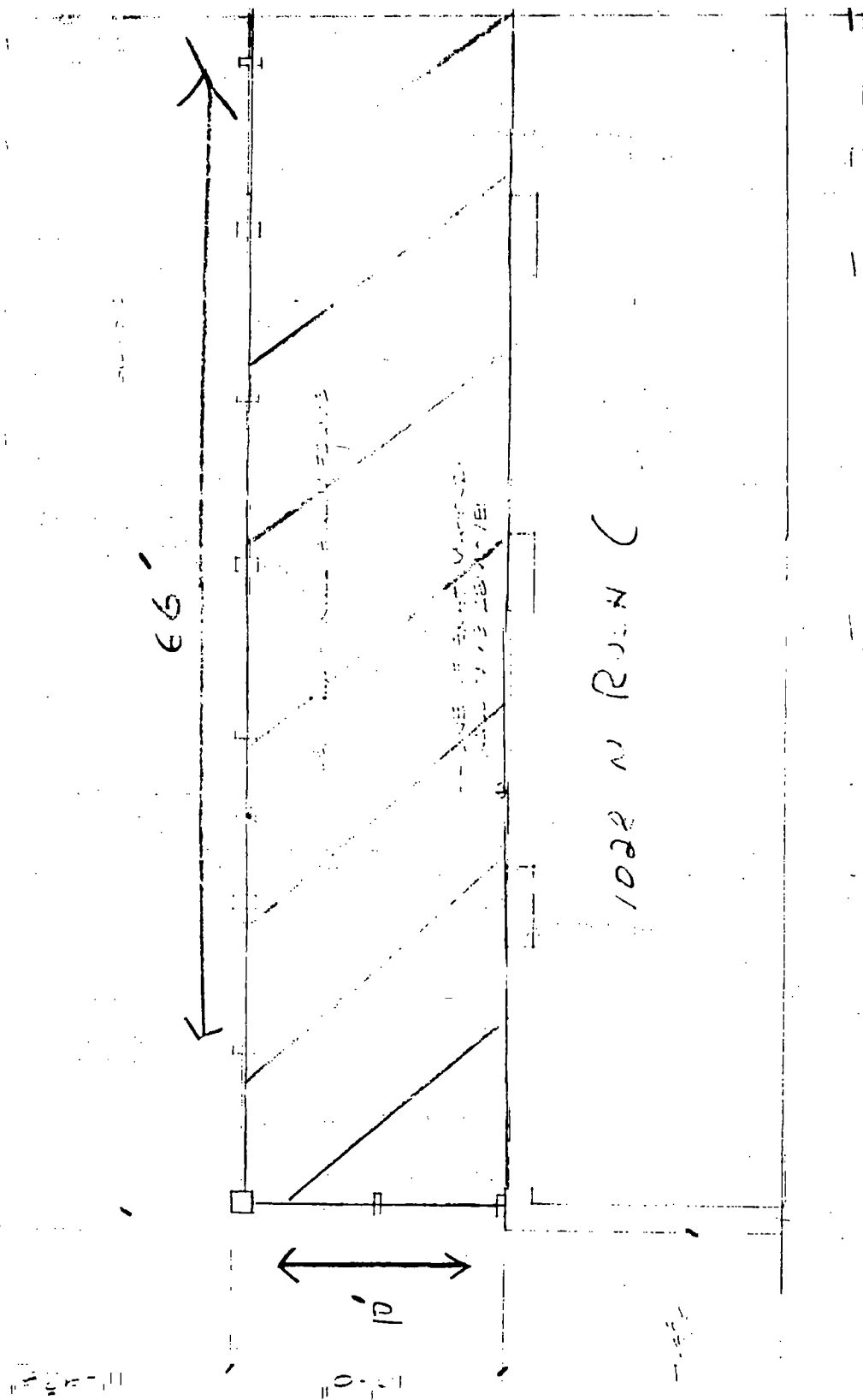
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 16515)

Ordinance associated with this drawing printed on
pages 16508 through 16513 of this Journal.



(Continued from page 16513)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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).
(200 West Adams Street)*

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 area shall be fifty-eight (58) and nine (9) feet in length and both areas shall be nine point five (9.5) feet in width, for a total of six hundred thirty-seven (637) 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 Friday, 8:00 A.M. to 5:00 P.M.

Compensation: \$892.00/Seating: 48.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*ABP Midwest, Inc. (Doing Business As Au Bon Pain,
The French Bakery Cafe).
(180 North 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 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 180 North Michigan Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and seven (7) feet in width, for a total of one hundred forty (140) square feet and shall begin thirteen (13) feet 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 Saturday, 8:00 A.M. to 7:00 P.M.
Sunday 8:00 A.M. to 5:00 P.M.

Compensation: \$544.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse

of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and

expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

*Adam Scott And Associates, Ltd.
(Doing Business As Subway).*

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

SECTION 1. Permission and authority are hereby given and granted to Adam Scott and Associates, Ltd., doing business as Subway, 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 41 West Congress Parkway. Said sidewalk cafe area shall be fifteen (15) feet in length and six (6) feet six (6) inches in width, for a total of ninety-seven (97) square feet and shall begin nine (9) feet from the face of the building line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 11:00 P.M.
Saturday and Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 8.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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

Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit

with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

B. & D. Liquors And Lounge.

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

SECTION 1. Permission and authority are hereby given and granted to B. & D. Liquors and 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 6600 South Kedzie Avenue. Said sidewalk cafe area shall be one hundred (100) feet in length and ten (10) feet in width, for a total of one thousand (1,000) square feet and shall begin six (6) feet from the face of the building line along West 66th 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: \$680.00/Seating: 40.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*The Bagel Bakery Limited Partnership (Doing
Business As Jacob Bros. Bagels).*

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

SECTION 1. Permission and authority are hereby given and granted to The Bagel Bakery Limited Partnership, doing business as Jacob Bros. Bagels, 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 53 West Jackson Boulevard. Said sidewalk cafe area shall be ninety-two (92) feet in length and six (6) feet six (6) inches in width, for a total of five hundred ninety-eight (598) square feet and shall begin nine (9) feet from the face of the curb line 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 Saturday, 8:00 A.M. to 8:00 P.M.

Compensation: \$838.00/Seating: 60.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that

decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Bart's Bar And Grill, Inc. (Doing Business
As Bart's Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Bart's Bar and Grill, Inc., doing business as Bart's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 164 North State Street. Said sidewalk cafe area shall be thirty (30) feet in length and eleven (11) feet in width, for a total of three hundred thirty (330) square feet and shall begin eleven (11) feet from the face of the building 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 Saturday, 11:00 A.M. to 7:00 P.M.

Compensation: \$1,281.00/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance,

or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Bathsheba, Inc. (Doing Business As Chicago
Style Pizza And Eatery).*

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

SECTION 1. Permission and authority are hereby given and granted to Bathsheba, Inc., doing business as Chicago Style Pizza and Eatery, 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 120 South Michigan Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and eighteen (18) feet in width for a total of three hundred sixty (360) square feet and shall begin twelve (12) 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 Saturday, 10:30 A.M. to 12:00 Midnight
Sunday, 11:30 A.M. to 9:00 P.M.

Compensation: \$1,397.00/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability,

Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Batter Up, Inc. (Doing Business As Chili
Mac's 5-Way Chili).*

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

SECTION 1. Permission and authority are hereby given and granted to Batter Up, Inc., doing business as Chili Mac's 5-Way Chili, 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 3152 North Broadway. Said sidewalk cafe area shall be forty-three (43) feet in length and six (6) feet six (6) inches in width, for a total of two

hundred eighty (280) square feet and shall begin seven (7) feet from the face of the building line along West Briar 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: \$392.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Berghoff Brewery And Restaurant, Ltd. Partnership
(Doing Business As The Berghoff Brewery
And Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Berghoff Brewery and Restaurant, Ltd. Partnership, doing business as The Berghoff Brewery and 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 436 West Ontario Street. Said sidewalk cafe area shall be sixty-four (64) feet in length and seven (7) feet in width, for a total of four hundred forty-eight (448) square feet and shall begin eleven (11) feet from the face of the curb line along West Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$305.00/Seating: 44.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

BICE Of Chicago, Inc. (Doing Business As BICE Ristorante).

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

SECTION 1. Permission and authority are hereby given and granted to BICE of Chicago, Inc., doing business as BICE Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 158 East Ontario Street. Said sidewalk cafe area Number 1 shall be forty-one (41) feet in length and eight (8) feet in width for a total of three hundred twenty-eight (328) square feet and shall begin eleven (11) feet from the face of the curb line along East Ontario Street. Cafe area Number 2 shall be fourteen (14) feet in length and eight (8) feet in width, for a total of one hundred twelve (112) square feet and shall begin eleven (11) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$792.00/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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

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 for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance,

or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Boudin International, Inc. (Doing Business
As Boudin Bakery).*

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

SECTION 1. Permission and authority are hereby given and granted to Boudin International, Inc., doing business as Boudin Bakery, 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 20 North Michigan Avenue. Said sidewalk cafe area shall be eleven (11) feet in length and fourteen (14) feet in width, for a total of one hundred fifty-four (154) square feet and shall begin six (6) feet 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 8:00 A.M. to 6:00 P.M.

Compensation: \$598.00/Seating: 16.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability,

Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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 Sunday, 8:00 A.M. to 11:00 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 for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Chumley's North, Inc. (Doing Business As
Tuesday's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Chumley's North, Inc., doing business as Tuesday's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 565 West Diversey Parkway. Said sidewalk cafe area Number 1 shall be eighteen (18) feet in length and seven (7) feet in width, for a total of one hundred twenty-six (126) square feet along Diversey Parkway and said cafe area Number 2 shall be eighty-five (85) feet in length and seven (7) feet in width for a total of five hundred ninety-five (595) square feet along North Lehmann Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,010.00/Seating: 60.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Clickety Clack, Inc. (Doing Business
As Clickety Clack).*

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

SECTION 1. Permission and authority are hereby given and granted to Clickety Clack, Inc., doing business as Clickety Clack, 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 1820 West Wilson Avenue. Said sidewalk cafe area shall be fourteen (14) feet in length and eight (8) feet six (6) inches in width, for a total of one hundred nineteen (119) square feet and shall begin ten (10) feet from the face of the building and two (2) feet from the face of the curb line along West Wilson Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and

expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Coffee Chicago, Ltd. (Doing Business As
Coffee Chicago).
(3323 North Clark Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Coffee Chicago, Ltd., doing business as Coffee Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3323 North Clark Street. Said sidewalk cafe area shall be twenty-six (26) feet in length and nine (9) feet in width, for a total of two hundred thirty-four (234) square feet and shall begin nine point five (9.5) feet from the face of the curb/line along West Buckingham Place. 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 11:00 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of

Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Coffee Chicago, Ltd. (Doing Business As Coffee Chicago).
(1561 North Wells Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Coffee Chicago, Ltd., doing business as Coffee Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of

the public right-of-way for a sidewalk cafe adjacent to its premises located at 1561 North Wells Street. Said sidewalk cafe area shall be nineteen (19) feet in length and six (6) feet in width, for a total of one hundred fourteen (114) square feet and shall begin six (6) 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: 15.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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 of 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30

days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Downtown Dogs, Inc. (Doing Business As
Downtown Dogs).*

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

SECTION 1. Permission and authority are hereby given and granted to Downtown Dogs, Inc., doing business as Downtown 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 804 North Rush Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and six (6) feet in width for a total of one hundred fifty (150) square feet and shall begin ten (10) 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, 10:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 17.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Dublin Bar And Grill, Inc. (Doing Business
As The Dublin Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Dublin Bar and Grill, Inc., doing business as The Dublin Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1050 North State Street. Said sidewalk cafe area shall be forty (40) feet in length and ten (10) feet in width, for a total of four hundred (400) square feet and shall begin eight (8) 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, 8:00 A.M. to 11:00 P.M.

Compensation: \$720.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and

expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Five Bees Restaurant, Ltd. (Doing Business As
Chris-A-Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Five Bees Restaurant, Ltd., doing business as Chris-A-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 201 East Grand Avenue. Said sidewalk cafe area shall be sixty-eight (68) feet in length and nine (9) feet in width for a total of six hundred twelve (612) 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, 7:00 A.M. to 10:00 P.M.

Compensation: \$1,102.00/Seating: 80.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Flapjaw's Saloon, Ltd. (Doing Business
As Flapjaw's Saloon).*

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

SECTION 1. Permission and authority are hereby given and granted to Flapjaw's Saloon, Ltd., doing business as Flapjaw's Saloon, upon the terms

and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 22 East Pearson Street. Said sidewalk cafe area shall be forty-three (43) feet in length and thirteen (13) feet six (6) inches in width, for a total of five hundred eighty-one (581) square feet and shall begin ten (10) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.
Saturday and Sunday 11:00 A.M. to 8:00 P.M.

Compensation: \$1,046.00/Seating: 42.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or

appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Gourmand, Incorporated (Doing Business
As Gourmand Coffee).*

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

SECTION 1. Permission and authority are hereby given and granted to Gourmand, Incorporated, doing business as Gourmand Coffee, 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 728 South Dearborn Street. Said sidewalk cafe area Number 1 shall be twelve (12) feet in length and four (4) feet in width for a total of forty-eight (48) square feet and shall begin two (2) feet from the face of the curb line along South Dearborn Street. Sidewalk cafe area Number 2 shall be nine (9) feet in length and four (4) feet in width for a total of thirty-six (36) square feet and shall begin thirteen (13) feet from the face of the curb line 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 11:00 P.M.

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional

insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Hawkeye's Bar And Grill, Inc. (Doing Business As
Hawkeye's Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Hawkeye's Bar And Grill, Inc., doing business as Hawkeye's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1458 West Taylor Street. Said sidewalk cafe area shall be fifty-six (56) feet in length and eight (8) feet in width, for the total of four hundred forty-eight (448) square feet and shall begin six (6) feet from the face of the curb line along South Laflin Avenue. The compensation for said

space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$305.00/Seating: 36.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Hilton Hotels Corp. (Doing Business
As Kitty O'Sheas).*

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

SECTION 1. Permission and authority are hereby given and granted to Hilton Hotels Corp., doing business as Kitty O'Sheas, 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 720 South Michigan Avenue. Said sidewalk cafe area shall be eighty-five (85) feet in length and fourteen (14) feet in width, for a total of one thousand one hundred ninety (1,190) square feet and shall begin seventeen (17) 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 Sunday, 10:00 A.M. to 7:00 P.M.

Compensation: \$1,666.00/Seating: 56.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance,

or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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. 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 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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

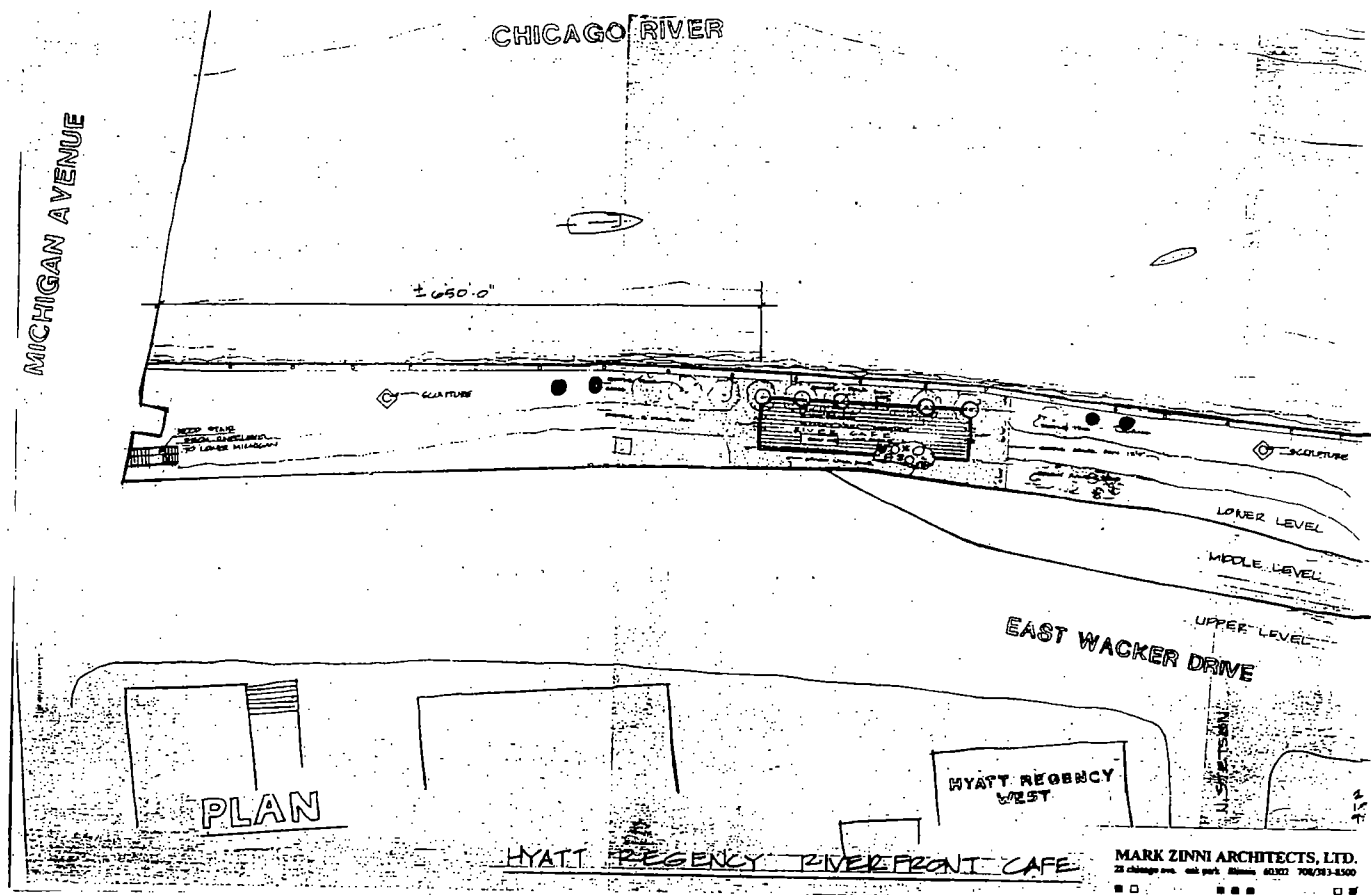
hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

[Exhibit "A" attached to this ordinance printed on
page 16583 of this Journal

Exhibit "A".



*Jake's Pup In The Ruf, Inc. (Doing Business
As Jakes 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 Jakes 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, 8:00 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue, no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance,

or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Jamie's Restaurant, Inc. (Doing Business
As Santa Fe Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Jamie's Restaurant, Inc., doing business as Santa Fe 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 800 North Dearborn Street. Said sidewalk cafe area shall be sixty (60) feet in length and twelve (12) feet in width, for a total of seven hundred twenty (720) square feet and shall begin twelve point five (12.5) feet from the face of the curb line along West Chicago 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: \$1,296.00/Seating: 52.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of

Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Java Express, Ltd. (Doing Business As Java Express).

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

SECTION 1. Permission and authority are hereby given and granted to Java Express, Ltd., doing business as Java Express, 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 10701 South Hale Avenue. Along South Hale Avenue said sidewalk cafe

area Number 1 shall be forty (40) feet in length and eight (8) feet in width and area Number 2 shall be twenty-four (24) feet in length and two (2) feet in width for a total of three hundred sixty-eight (368) square feet. Said sidewalk cafe along South Hale Avenue shall leave five (5) feet of clear space between areas for pedestrian flow and shall begin seven (7) feet from the face of the curb line along South Hale Avenue. 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.
Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: \$300.00/Seating: 28.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Java Jive, Ltd. (Doing Business As Java Jive).

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

SECTION 1. Permission and authority are hereby given and granted to Java Jive, Ltd., doing business as Java Jive, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 909 West School Street. Said sidewalk cafe area shall be twenty-one (21) feet in length and ten (10) feet, eight (8) inches in width, for a total of two hundred twenty-seven (227) square feet and shall begin six (6) feet from the face of the curb line along West School Street. The compensation for said space and the days and hours of operation of the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 11:00 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

*Johanna's Wine Bar, Ltd. (Doing Business
As Johanna's Wine Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to Johanna's Wine Bar, Ltd., doing business as Johanna's Wine Bar, 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 10 East Delaware Place. Said sidewalk cafe area shall be twenty-two (22) feet in length and thirteen (13) feet in width, for a total of two hundred eighty-six (286) square feet and shall begin six point five (6.5) feet from the face of the building line along East Delaware Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 4:00 P.M. to 11:00 P.M.

Compensation: \$515.00/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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Johnny Rockets Of Illinois, Inc. (Doing Business
As Johnny Rockets).*

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

SECTION 1. Permission and authority are hereby given and granted to Johnny Rockets of Illinois, Inc., doing business as Johnny Rockets, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 901 North Rush Street. Said sidewalk cafe areas Number 1 and Number 2 shall be fifteen (15) feet in length and eight (8) feet six (6) inches in width, for a total of two hundred fifty-five (255) square feet and shall begin fourteen (14) feet from the face of the curb/line along East Delaware Place. 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: \$459.00/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 for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents,

officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*K & E Enterprise, Inc., (Doing Business As
Croissant & Company).*

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

SECTION 1. Permission and authority are hereby given and granted to K & E Enterprise, Inc., doing business as Croissant & 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 203 North Wabash Avenue. Said sidewalk cafe area Number 1 on the North Wabash Avenue side of the above named property shall be six (6) feet in length and four (4) feet in width and sidewalk cafe area Number 2 shall be eight (8) feet in length and four (4) feet in width, for a total of fifty-six (56) square feet and shall begin sixteen (16) feet from the face of the curb line along North Wabash Avenue. Said sidewalk cafe area on the Lake Street side of the above named property shall be twelve (12) feet in length and four (4) feet in width for a total of forty-eight (48) square feet and shall begin sixteen (16) feet from the face of the curb line along East Lake Street. The compensation for said space and the days and hours of operation of the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 7:00 P.M.

Compensation: \$404.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

K.D.K., Inc. (Doing Business As Vivo Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to K.D.K., Inc., doing business as Vivo 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 838 West Randolph Street. Said sidewalk cafe area shall be forty-four (44) feet in length and nine (9) feet in width, for a total of three hundred ninety-six (396) square feet and shall begin seven (7) feet from the face of the curb/line along West Randolph Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 12:00 Midnight
Saturday and Sunday, 4:00 P.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 30.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional

insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Lauter and Lauter, Inc. (Doing Business As
The Lo-Cal Zone).*

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

SECTION 1. Permission and authority are hereby given and granted to Lauter and Lauter, Inc., doing business as The Lo-Cal Zone, 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 912 North Rush Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and seven (7) feet in width, for a total of one hundred ninety-six (196) square feet and shall begin eight (8) feet from the face of the curbline 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: \$353.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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, 11:30 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come

against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

MAX Enterprise, Ltd. (Doing Business As Clark Street Bistro).

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

SECTION 1. Permission and authority are hereby given and granted to MAX Enterprise, Ltd., doing business as Clark Street Bistro, 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 2600 North Clark Street. Said sidewalk cafe area shall be seventy-seven (77) feet in length and six (6) feet six (6) inches in width, for a total of five hundred (500) square feet and shall begin eight (8) feet from the face of the curb line along West Wrightwood 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: \$700.00/Seating: 40.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free

from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the

granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

*Meridien Hotels (Doing Business As
Le Meridien Chicago).*

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

SECTION 1. Permission and authority are hereby given and granted to Meridien Hotels, doing business as Le Meridien Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 21 East Bellevue Place. Said sidewalk cafe area Number 1 shall be sixty-eight (68) feet in length and eight (8) feet, nine (9) inches in width, for a total of five hundred ninety-five (595) square feet and shall begin six (6) feet

from the face of the curb line along North Rush Street. Said sidewalk cafe area Number 2 shall be ten (10) feet in length and five (5) feet in width, for a total of fifty (50) square feet and shall begin sixteen (16) feet from the face of the curb line 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, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,161.00/Seating: 72.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Metropolis Rotisserie, Incorporated (Doing Business As
Metropolis Rotisserie).*

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

SECTION 1. Permission and authority are hereby given and granted to Metropolis Rotisserie, Incorporated, doing business as Metropolis Rotisserie, 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 924 West Armitage Avenue. Said sidewalk cafe area shall be forty-four (44) feet in length and ten (10) feet in width, for a total of four hundred forty (440) square feet and shall begin six (6) feet from the face of the curb line along North Bissell Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:30 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 32.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and

restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Milito Limited (Doing Business As Orso's Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Milito Limited, doing business as Orso's Restaurant, upon the terms and

subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1401 North Wells Street. Said sidewalk cafe area shall be twenty-six (26) feet in length and nine (9) feet, six (6) inches in width, for a total of two hundred forty-seven (247) square feet and shall begin six (6) 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 Friday, 11:00 A.M. to 11:00 P.M.
Saturday and Sunday, 4:00 P.M. to 11:00 P.M.

Compensation: \$445.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or

appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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 a sidewalk cafe adjacent to its premises located at 18 East Bellevue Place. Said sidewalk cafe areas shall be twelve (12) and twenty (20) feet in length and both areas ten (10) feet in width, for a total of three hundred twenty (320) square feet and shall leave six (6) feet of clear space from the building line to the beginning of the cafe areas 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the

granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Moe's Corned Beef Cellar (Doing Business As Moe's Deli Pub).

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

SECTION 1. Permission and authority are hereby given and granted to Moe's Corned Beef Cellar, doing business as Moe's Deli Pub, 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 611 North Rush Street. Said sidewalk cafe area shall be twenty-nine and one half ($29\frac{1}{2}$) feet in length and seven and one half ($7\frac{1}{2}$) feet in width, for a total of two hundred twenty-two (222) square feet and shall begin eight and one half ($8\frac{1}{2}$) 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 Friday, 6:30 A.M. to 10:30 P.M.
Saturday, 7:30 A.M. to 4:30 P.M.

Compensation: \$398.00/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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Mondelli's Lounge, Inc. (Doing Business As Mondelli's).

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

SECTION 1. Permission and authority are hereby given and granted to Mondelli's Lounge, Inc., doing business as Mondelli'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 East Oak Street. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet in width, for a total of three hundred (300) square feet and shall begin seven (7) feet from the face of the curb line along East Oak Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 4:00 P.M. to 11:00 P.M.

Compensation: \$540.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation

which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

*Mr. Lucky's Limited Partnership (Doing Business
As Mr. Lucky's).*

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Lucky's Limited Partnership, doing business as Mr. Lucky'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 213 West Institute Place. Said sidewalk cafe area Number 1 shall be twenty-two (22) feet in length and six (6) feet in width. Sidewalk cafe area Number 2 shall be thirty-four (34) feet in length and six (6) feet in width. Sidewalk cafe area Number 3 shall be eleven (11) feet in length and six (6) feet in width, for a total of four hundred and two (402) square feet and all three cafe areas shall begin six (6) feet from and the face of the curb line along West Institute Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 5:00 P.M. to 11:00 P.M.

Compensation: \$724.00/Seating: 34.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

A New Age, Inc. (Doing Business As Quadrant).

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

SECTION 1. Permission and authority are hereby given and granted to A New Age, Inc., doing business as Quadrant, 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 406 North Clark Street. Said sidewalk cafe area shall be twenty-two point five (22.5) feet in length and nine (9) feet in width, for a total of two hundred two point five (202.5) square feet and shall begin seven (7) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 6:00 P.M.

Compensation: \$365.00/Seating: 18.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and

expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Noor Enterprises, Inc. (Doing Business
As Max'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 Max'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 (330) 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, 1992 through, and including, November 1, 1992.

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

Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit

with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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 of 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Oak Edwardo's, Inc. (Doing Business As Edwardo's
Natural Pizza Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Oak Edwardo's, Inc., doing business as Edwardo's Natural Pizza 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 521 South Dearborn Street. Said sidewalk cafe area shall be forty (40) feet in length and ten (10) feet in width, for a total of four hundred (400) square feet and shall have six (6) feet clear space for pedestrian flow between the face of the building and the perimeter of the sidewalk cafe on 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, 11:30 A.M. to 11:00 P.M.

Compensation: \$560.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and

restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance,

or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

Obydon, Ltd. (Doing Business As The Executive House Hotel).

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

SECTION 1. Permission and authority are hereby given and granted to Obydon Ltd., doing business as The Executive House Hotel, 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 71 East Wacker Drive. Said sidewalk cafe area shall be thirty-nine (39) feet in length and fourteen (14) feet in width, for a total of five hundred forty-six (546) square feet and shall begin ten (10) feet from the face of the curb line along East Wacker Drive. 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 9:00 P.M.

Compensation: \$2,119.00/Seating: 40.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Park-Hyatt Chicago (Doing Business As La Tour Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Park-Hyatt, doing business as LaTour 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 800 North Michigan Avenue. Said sidewalk cafe area shall be seventy-three (73) feet in length and twelve (12) feet in width, for a total of eight hundred seventy-six (876) square feet and shall begin six (6) feet from the face of the building 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 Sunday, 7:00 A.M. to 11:00 P.M.

Compensation: \$6,308.00/Seating: 38.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*The Restaurant People, Inc. (Doing Business As
The Hot Dog That Ate Chicago).*

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

SECTION 1. Permission and authority are hereby given and granted to The Restaurant People, Inc., doing business as The Hot Dog That Ate Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 440 East Grand Avenue. Said sidewalk cafe area shall be thirty-three (33) feet in length and three (3) feet, three (3) inches in width, for a total of one hundred seven (107) square feet and shall begin six (6) feet, three (3) inches from the face of the curb line along East Grand 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: \$300.00/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 for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned

further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Restpro, Inc. (Doing Business As
Cafe Classico)*

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

SECTION 1. Permission and authority are hereby given and granted to Restpro, Inc., doing business as Cafe Classico, 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 20 North Michigan Avenue. Said sidewalk cafe area shall be ten (10) feet in length and nine (9) feet, six (6) inches in width, for a total of ninety-five (95) square feet and shall begin ten (10) feet 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 Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$369.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Roscoe's Tavern, Ltd. (Doing Business As Roscoe'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 Roscoe's Tavern, Ltd., doing business as Roscoe'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 3354 North Halsted Street. Said sidewalk cafe area shall be forty-one (41) feet in length and eight (8) feet in width for a total of three hundred twenty-eight (328) square feet and shall begin two (2) feet, four (4) inches from the face of the curb line and shall leave seven (7) feet of clear area from the building line to the edge of the cafe area along West Roscoe Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 10:00 A.M. to 11:00 P.M.
Friday and Saturday, 10:00 A.M. to 12:00 Midnight

Compensation: \$328.00/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and

appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability,

Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Sparta Gyros, Inc. (Doing Business As
Sean Tony's Place).*

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

SECTION 1. Permission and authority are hereby given and granted to Sparta Gyros, Inc., doing business as Sean Tony's Place, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 22 East Chicago Avenue. Said sidewalk cafe area shall be seventeen (17) feet in length and sixteen (16) feet in width, for a total of two hundred

seventy-two (272) square feet and shall begin six (6) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$489.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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 A.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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Starbuck's Coffee.
(3358 North Broadway)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee, 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 Broadway. 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 Roscoe 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: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and

restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Starbuck's Coffee.
(35 East Wacker Drive)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee, 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 35 East Wacker Drive. Said sidewalk cafe area shall be ten (10) feet in length and six (6) feet in width, for a total of sixty (60) square feet and shall begin nineteen (19) feet, eight (8) inches from the face of the curb line along East Wacker Drive. 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 6:00 P.M.

Compensation: \$300.00/Seating: 10.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Starbuck's Coffee Company (Doing Business
As Starbucks Coffee).
(2200 North Halsted Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbucks Coffee, 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 2200 North Halsted Street. Said sidewalk cafe area shall be twenty (20) feet in length and five (5) feet in width, for a total of one hundred (100) square feet and shall begin seven (7) feet from the face of the building line along West Webster 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 8:00 P.M.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

*Starbuck's Coffee Company (Doing Business
As Starbuck's Coffee).
(401 East Ontario Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck's Coffee, 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 401 East Ontario Street. Said sidewalk cafe area shall be twenty (20) feet in length and four (4) feet in width, for a total of eighty (80) square feet and shall begin twenty (20) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way in 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 Revenue.

Starbuck's Coffee Company (Doing Business As Starbuck's).
(600 North State Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck'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 600 North State Street. Said sidewalk cafe area shall be twenty (20) feet in length and four (4) feet in width, for a total of eighty (80) square feet and shall begin twenty (20) feet 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: \$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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and

expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Starbuck's Coffee Company (Doing Business As Starbuck's).
(1533 North Wells Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Coffee Company, doing business as Starbuck'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 1533 North Wells Street. Said sidewalk cafe area shall be twelve (12) feet six (6) inches in length and ten (10) feet in width, for a total of one hundred twenty-five (125) square feet and shall begin six (6) 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 8:00 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and

restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Starbuck's Corporation (Doing Business As Starbuck's).
(948 North Rush Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbuck's Corporation doing business as Starbuck'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 948 North Rush Street. Said sidewalk cafe area shall be twenty-three (23) feet in length and six (6) feet in width, for a total of one hundred thirty-eight (138) square feet and shall begin six (6) feet six (6) inches 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 10:00 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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or

appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation be paid to the Department of Revenue.

Tamales, Inc. (Doing Business As Tamales).

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

SECTION 1. Permission and authority are hereby given and granted to Tamales, Inc., doing business as Tamales, 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 3651 North Southport Avenue. Said sidewalk cafe area shall be twenty-two (22) feet in length and eleven (11) feet, six (6) inches in width, for a total of two hundred fifty-three (253) square feet and shall begin six (6) feet from the face of the curb line along North Southport 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 through Saturday, 4:00 P.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 22.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Taste Of Siam, Incorporated (Doing Business As
The Taste Of Siam Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Taste of Siam, Incorporated, doing business as The Taste of Siam 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 731 South Plymouth Court. Said sidewalk cafe area shall be thirty-five (35) feet in length and nine (9) feet in width, for a total of three hundred-fifteen (315) square feet and shall begin six (6) feet, four (4) inches from the face of the curb line along West Polk Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 9:30 P.M.

Friday through Sunday, 11:00 A.M. to 10:30 P.M.

Compensation: \$441.00/Seating: 30.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come

against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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 and 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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and

restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Tony And Lill's Pizza Palace, Inc. (Doing Business
As Tony And Lill's Pizza Palace).*

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

SECTION 1. Permission and authority are hereby given and granted to Tony and Lill's Pizza Palace, Inc., doing business as Tony and Lill's Pizza Palace, 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 5134 West Irving Park Road. Said sidewalk cafe area Number 1 shall be twenty-two (22) feet, eight (8) inches in length and thirteen (13) feet, ten (10) inches in width, for a total of three hundred thirteen (313) square feet and shall begin six (6) feet from the face of the curb line along West Irving Park Road. Said cafe area Number 2 shall be twelve (12) feet in length and thirteen (13) feet, six (6) inches in width, for a total of one hundred sixty-two (162) square feet and shall begin seven (7) feet from the face of the building line along North Leamington Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 4:00 P.M. to 12:00 Midnight

Compensation: \$323.00/Seating: 25.

Authority for the above named privilege is herein given and granted from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or

neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*U.C.M., Incorporated (Doing Business As
The Torchlight Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to U.C.M., Incorporated, doing business as The Torchlight 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 3358 North Paulina Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and ten (10) feet in width, for a total of three hundred fifty (350) square feet and shall begin eight (8) 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:

Monday through Friday, 8:00 A.M. to 12:00 Midnight
Saturday and Sunday 10:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 25.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*Washington Square Liquors, Inc. (Doing Business
As The Boss Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to Washington Square Liquors, Inc., doing business as The Boss Bar, 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 420 North Clark Street. Said sidewalk cafe area shall be nine (9) feet in length and six (6) feet in width, for a total of fifty-four (54) square feet and shall begin eight (8) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Waterfront, Ltd. (Doing Business As The Waterfront).

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

SECTION 1. Permission and authority are hereby given and granted to the Waterfront, Ltd., doing business as The Waterfront, 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 16 West Maple Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and nine (9) feet in width, for a total of two hundred sixteen (216) square feet and shall leave eight (8) feet from the face of the building and one (1) foot 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, 8:00 A.M. to 11:00 P.M.

Compensation: \$389.00/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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and

expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

*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, 7:00 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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. 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 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the 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 Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEY
IN BLOCK BOUNDED BY WEST AGATITE AVENUE, WEST
MONTROSE AVENUE, NORTH HAZEL STREET
AND NORTH, CLARENDON AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance vacating the north/south 18-foot public alley and providing for the dedication of a north/south 18-foot public alley running south from the east terminus of the east/west 16-foot public alley to West Montrose Avenue in the block bounded by West Agatite Avenue, West Montrose Avenue, North Hazel Street and North Clarendon Avenue. This ordinance was referred to the committee on May 12, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the north/south 18-foot public alley as dedicated by plat recorded December 23, 1975 as Document No. 23334438 in the office of Recorder of Deeds in Cook County, Illinois and described as follows:

the west 18.00 feet of Lot 1 in Lydston's Resubdivision of Lots 3 to 7 both inclusive, in Block 1 in John N. Young's Subdivision of Lot 1 in Superior Court Partition of the south 10 acres of the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian;

said public alley herein vacated being further described as all of the north/south 18-foot public alley running south from West Agatite Avenue 124 feet to the east/west alley in the block bounded by West Agatite Avenue, West Montrose Avenue, North Hazel Street and North Clarendon Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Columbus-Cuneo-Cabrini Medical Center shall dedicate or cause to be dedicated to the public and open up for public use as a public alley the following described property:

the west 18 feet of Lot 18, in Block 1 in John N. Young's Subdivision of Lot 1 in Superior Court Partition of the south 10 acres of the east half of the northeast half of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Columbus-Cuneo-Cabrini Medical Center shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley which is hereby vacated the sum of One Dollar (\$1.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curbs across the entrance to the public alley hereby vacated, similar to the sidewalk and curbs in West Agatite Avenue

and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Columbus-Cuneo-Cabrini Medical Center shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

[Drawing attached to this ordinance printed on
page 16702 of this Journal.]

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS
IN BLOCK BOUNDED BY WEST 54TH STREET, WEST
55TH STREET, SOUTH KILPATRICK AVENUE
AND SOUTH KNOX AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance vacating all of the first east/west 16-foot public alley north of West 55th Street, together with the south 44 feet of the north/south 16-foot public alley; and providing for the dedication of an east/west 16-foot public alley running west to South Kilpatrick Avenue from the north terminus of the part of the east/west alley to be vacated all in the block bounded by vacated West 54th Street, West 55th Street, South Kilpatrick Avenue and vacated South Knox Avenue. This ordinance was referred to the committee on May 12, 1992.

(Continued on page 16703)

Ordinance associated with this drawing is printed on
pages 16699 through 16701 of this Journal.

"A"

John N. Young's Sub of Lot 1 in Superior Court
Partition of S. 10 ac. of E. 1/2 of N.E. 1/4 of Sec.
17-40-14.

"B"

Lydston's Resub. of Lots 3, 4, 5, 6 and 7 in BLK. 1
J. N. Young Sub. etc. (See "A").

"C"

Dedication for Public Alley.

Rec. Dec. 23, 1975

Doc. 23334438

"D"

Vacated by Ordinance passed Sept. 29, 1975.

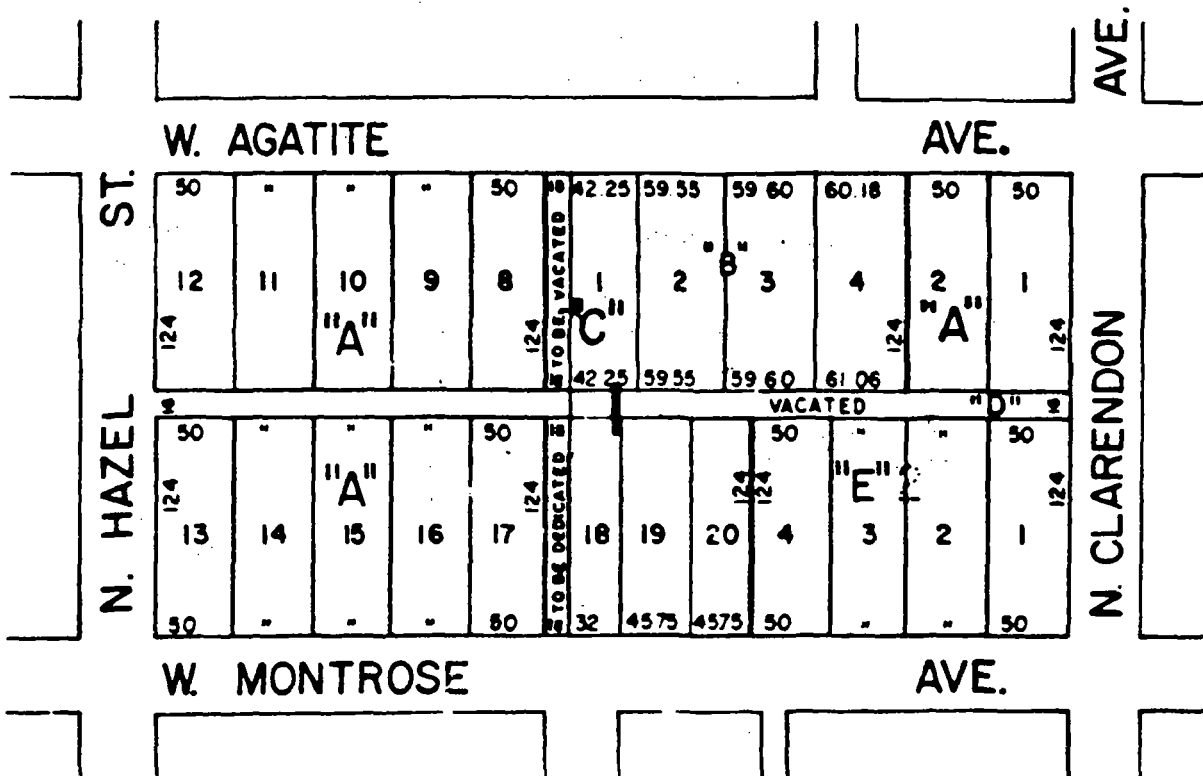
Rec. Dec. 23, 1975 (75-253) Doc. 23334438

"E"

Subdivision of Lot 2 of Superior Court Partition
of the S. 10 Acres of E. 1/2 of the N.E. 1/4 of
Section 17-40-14



DR. No. 17-46-91-1586



(Continued from page 16701)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east/west 16-foot public alley together with all that part of the north/south 16-foot public alley lying west of the west line of Lots 13 and 14 and said west line extended south; lying north of the north line of Lots 19 to 24, both inclusive; lying south and east of the south and east lines of Lot 25 and east of the east line of Lot 26; lying east of a line drawn from the southwest corner of Lot 25 to the northwest corner of Lot 24; and lying south of the eastwardly extension of the south line of the north 16 feet of Lot 26, all in Block 30 in W. F. Kaiser and Co.'s Ardale Subdivision of the west half of the southwest quarter and the west

three quarters of the east half of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian; said parts of public alleys herein vacated being further described as the remaining west 142.10 feet of the east/west 16-foot public alley together with the south 44 feet of the north/south 16-foot public alley in the block bounded by vacated West 54th Street, West 55th Street, South Kilpatrick Avenue and vacated South Knox Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The O & K American Corp. shall dedicate or cause to be dedicated to the public and open up for public use as an alley to the following described property:

the north 16 feet of Lot 26 in Block 30 in W. F. Kaiser and Co.'s Ardale Subdivision of the west half of the southwest quarter and the west three quarters of the east half of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company and Chicago Cable T.V. their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along parts of public alleys as herein vacated, with the right of ingress and egress.

SECTION 4. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, the O & K American Corp. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said parts of public alleys hereby vacated, the sum of Two Thousand Six Hundred Eighty-three Dollars (\$2,683.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the east/west 16-foot public alley herein vacated similar to the sidewalk and curbs in South Kilpatrick Avenue and constructing paving and curbs in and to the alley to be dedicated. The

precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, the O & K American Corp. shall file or cause to be filed for record in the office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps together with a plat properly executed and acknowledged, showing the vacations and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed
on page 16706 of this Journal.]

VACATION OF PORTION OF WEST 61ST PLACE BETWEEN
SOUTH NOTTINGHAM AVENUE AND CHICAGO
AND WESTERN INDIANA RAILROAD
RIGHT-OF-WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance vacating all that part of West 61st Place lying between the east line of South Nottingham Avenue and the westerly right-of-way line of the Chicago and Western Indiana Railroad. This ordinance was referred to the committee on May 12, 1992.

(Continued on page 16707)

Ordinance associated with this drawing printed on
pages 16703 through 16705 of this Journal.

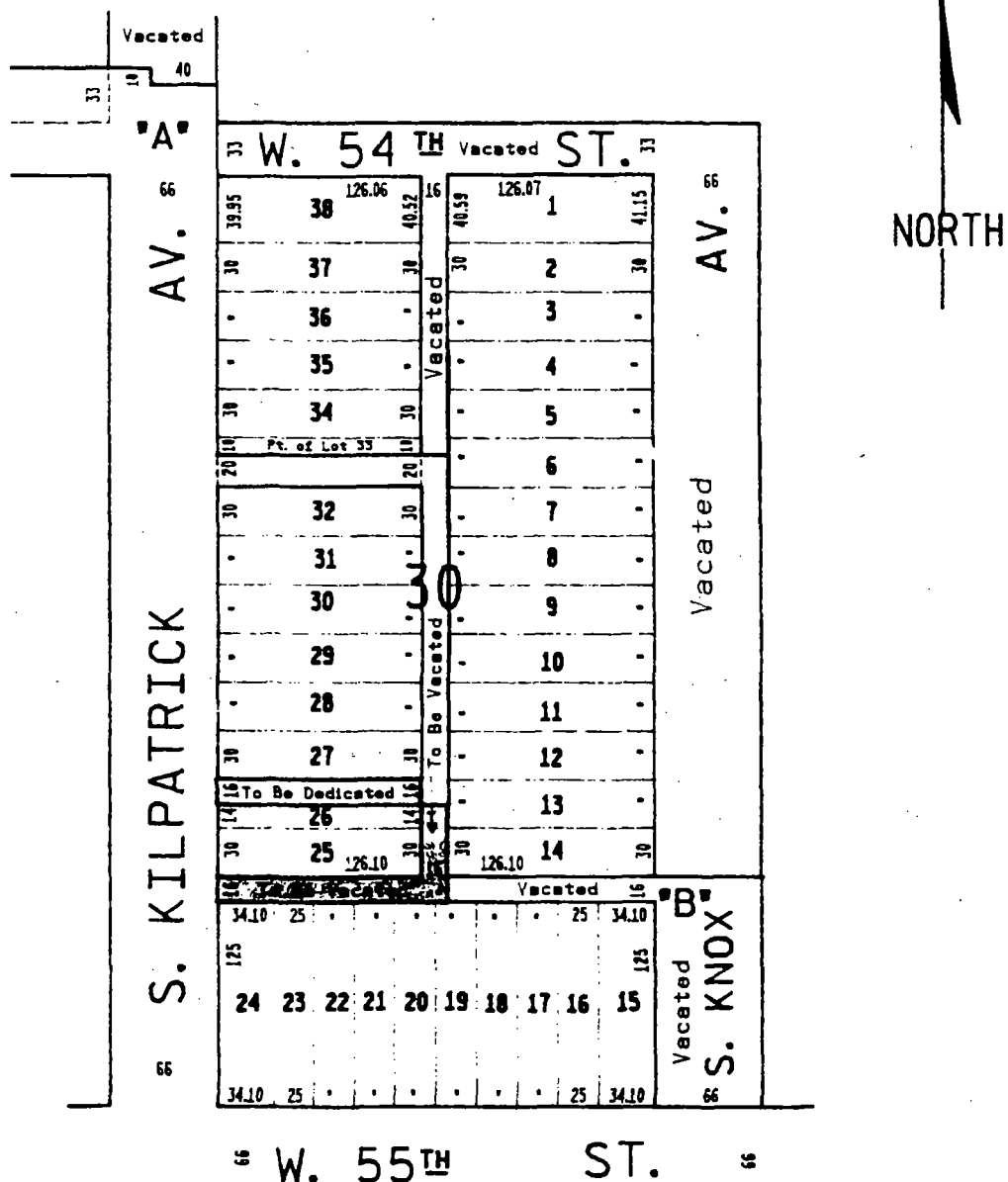
"A"

W.F. Kaiser and Co's. Ardale Subdivision of the
W. 1/2 of the S.W. 1/4 and the W. 3/4 of the
E. 1/2 of the S.W. 1/4 of Sec. 10-38-13

"B"

Vacated by Ordinance Passed May 11, 1988.
Rec. June 10, 1988 Doc. 88-254258

Dr. No. 10-23-91-1581



(Continued from page 16705)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of the public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of West 61st Place lying north of the north line of Block 11; lying south of the south line of Block 12; lying east of a line drawn from the northwest corner of Block 11 to the southwest corner of Block 12; and lying west of a line drawn from the northeast corner of Block 11 to the southeast corner of Block 12 all in Harlem-Sixty-Third Resubdivision in the west half of the southwest quarter of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian; said public street herein vacated being further described as all that part of West 61st Place lying between the east line of South Nottingham Avenue and the

westerly right-of-way line of the Chicago and Western Indiana Railroad as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Vegetable Juices, Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public street hereby vacated, the sum of Forty-seven Thousand One Hundred Seventy-five and no/100 Dollars (\$47,175.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curbs across the entrance to that part of West 61st Place hereby vacated, similar to the sidewalk and curbs in North Nottingham Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Vegetable Juices, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on
page 16709 of this Journal.]

**AUTHORIZATION FOR APPROVAL OF PLAT OF ARTUR RODZINSKI
RESUBDIVISION AT NORTHEAST CORNER OF SOUTH
LOCKWOOD AVENUE AND WEST 54TH STREET.**

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 16710)

Ordinance associated with this drawing printed on
pages 16707 through 16708 of this Journal.

"A"

Harlem-Sixty-Third Resub. in the W. 1/2 of the
S.W. 1/4 Sec. 18-38-13.

"B"

Dedication for Public Streets.

Rec. Oct 1, 1953

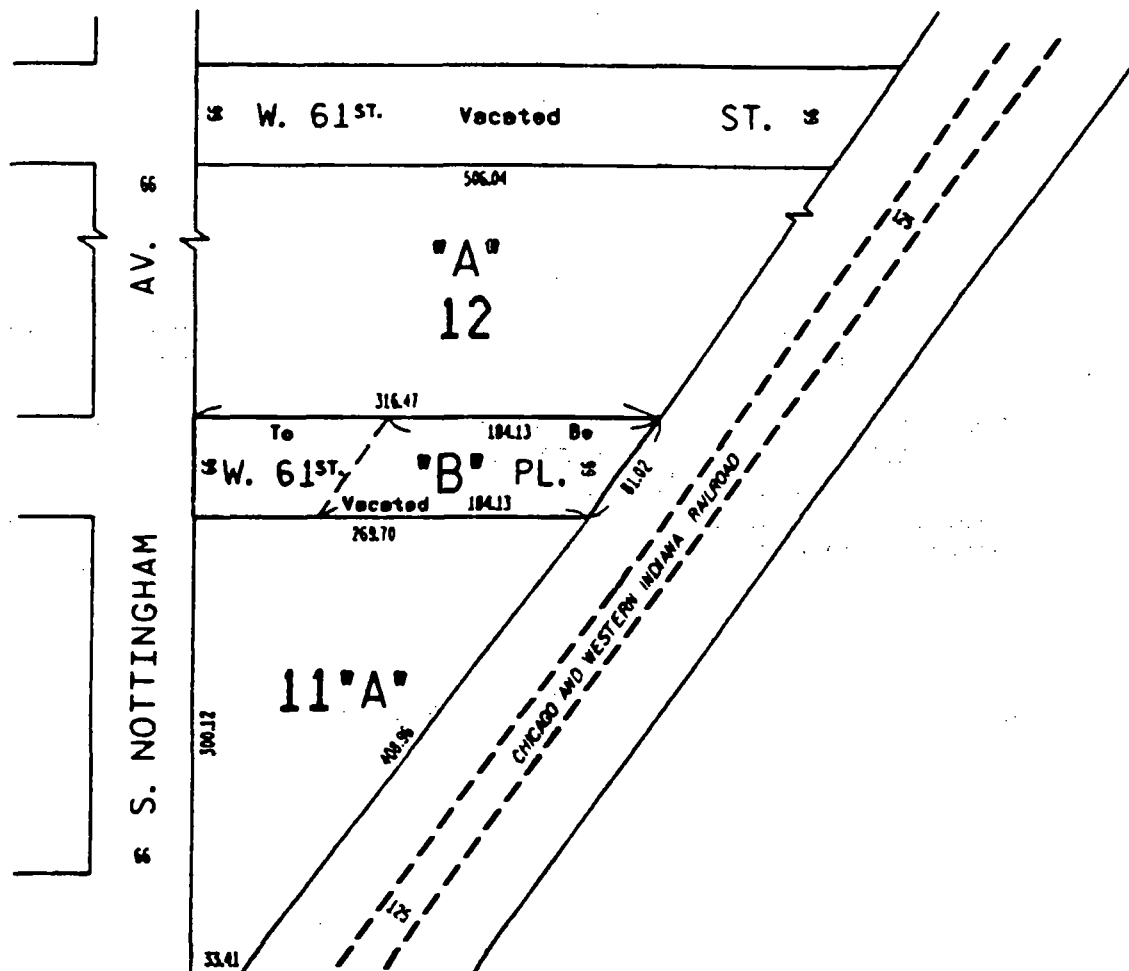
Doc. No. 15733782

Re-recorded Oct 21, 1953

Doc. No. 15750459



Dr. No. 18-23-91-1568



(Continued from page 16708)

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing and directing the approval of a plat of Arthur Rodzinski Resubdivision located at the northeast corner of the intersection of South Lockwood Avenue and West 54th Street, having a frontage of 76.45 feet along the east line of South Lockwood Avenue and a frontage of 100.00 feet along the north line of West 54th Street. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 proposed plat of Arthur Rodzinski Resubdivision located at the northeast corner of the intersection of South Lockwood Avenue and West 54th Street, having a frontage of 76.45 feet along the east line of South Lockwood Avenue and a frontage of 100.00 feet along the north line of West 54th Street, as shown on the attached plat, when the necessary certificates are shown on said plat for Terken Builders, Inc. (File No. 9-23-92-1679).

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

[Plat attached to this ordinance printed on
page 16712 of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLAT OF PARK
RESUBDIVISION ON PORTION OF WEST
WARNER AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing and directing the approval of a plat of Park Resubdivision located on the north side of West Warner Avenue, 377.00 feet east of the east line of North Greenview Avenue, having a frontage of 50.00 feet along the north line of West Warner Avenue and a depth of 125.00 feet. This ordinance was referred to the committee on April 29, 1992.

(Continued on page 16713)

(Continued from page 16711)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 proposed plat of Park Resubdivision located on the north side of West Warner Avenue 377.00 feet east of the east line of North Greenview Avenue, having a frontage of 50.00 feet along the north line of West Warner Avenue and a depth of 125.00 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Bradley H. Winick, Mark Leitson and Graceland West Community Association (File No. 17-46-92-1678).

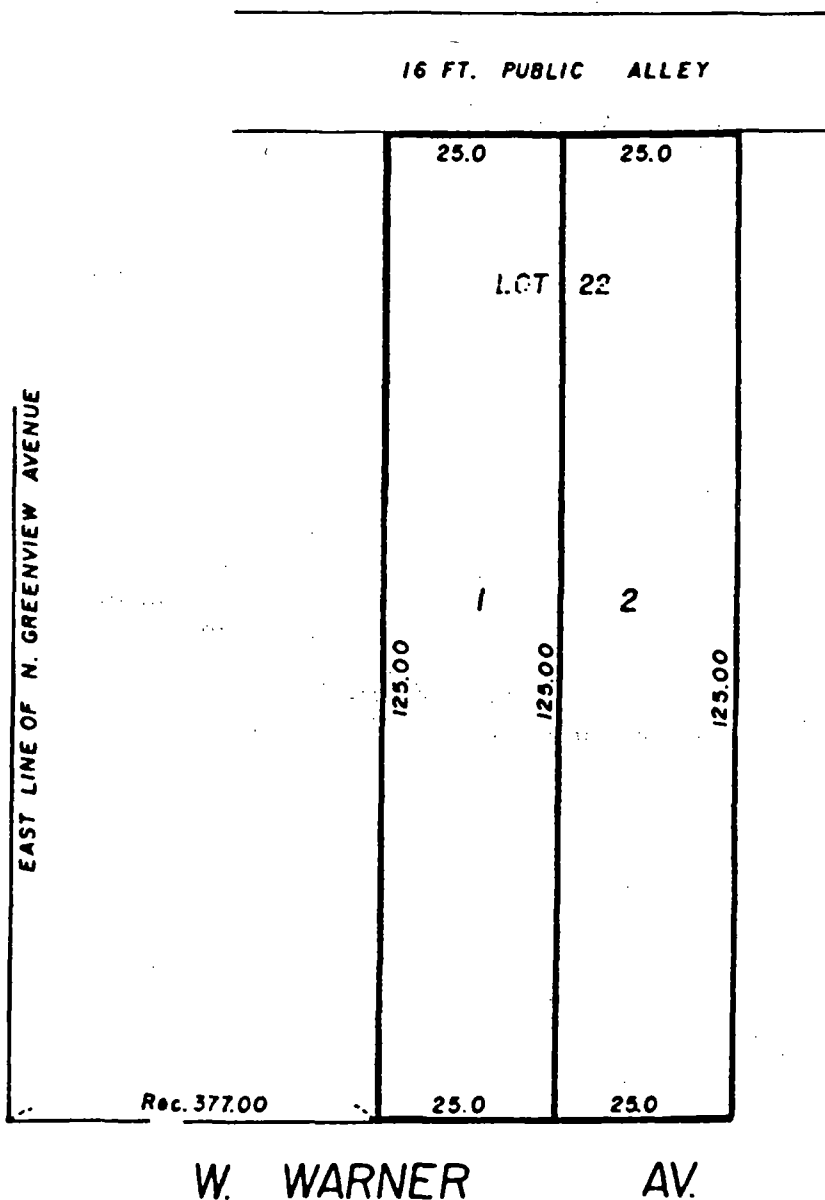
SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed
on page 16714 of this Journal.]

Ordinance associated with this plat printed on
page 16713 of this Journal.

PROPOSED PARK RESUBDIVISION

DR. No. 17-46-92-1678



AUTHORIZATION FOR APPROVAL OF PLAT OF PONTARELLI
BUILDERS SUBDIVISION -- UNIT 3 ON PORTION
OF WEST DAKIN STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing and directing the approval of a plat of Pontarelli Builders Subdivision -- Unit 3 located on the south side of West Dakin Street, 265.00 feet west of the west line of North Narragansett Avenue, having a frontage of 240.00 feet along the south line of West Dakin Street and having a depth of 155.00 feet. This ordinance was referred to the committee on March 25, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 proposed plat of Pontarelli Builders Subdivision -- Unit 3 located on the south side of West Dakin Street 265.00 feet west of the west line of North Narragansett Avenue, having a frontage of 240.00 feet along the south line of West Dakin Street and having a depth of 155.00 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Parkway Bank and Trust Company, as Trustee, Trust No. 10218 (File No. 19-38-92-1672).

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

[Plat attached to this ordinance printed
on page 16717 of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLAT OF SAINT LUCAS
FIRST SUBDIVISION AND DEDICATION OF PORTIONS
OF WEST FOSTER AVENUE AND NORTH
PULASKI ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing and directing the approval of a plat of St. Lucas First Subdivision, having a frontage of 495.02 feet on the north side of West Foster Avenue and 530.01 feet on the west side of North Pulaski Road and providing for the dedication of West Foster Avenue and North Pulaski Road. This ordinance was referred to the committee on February 4, 1992.

(Continued on page 16718)

Ordinance associated with this plat is printed
on page 16716 of this Journal.

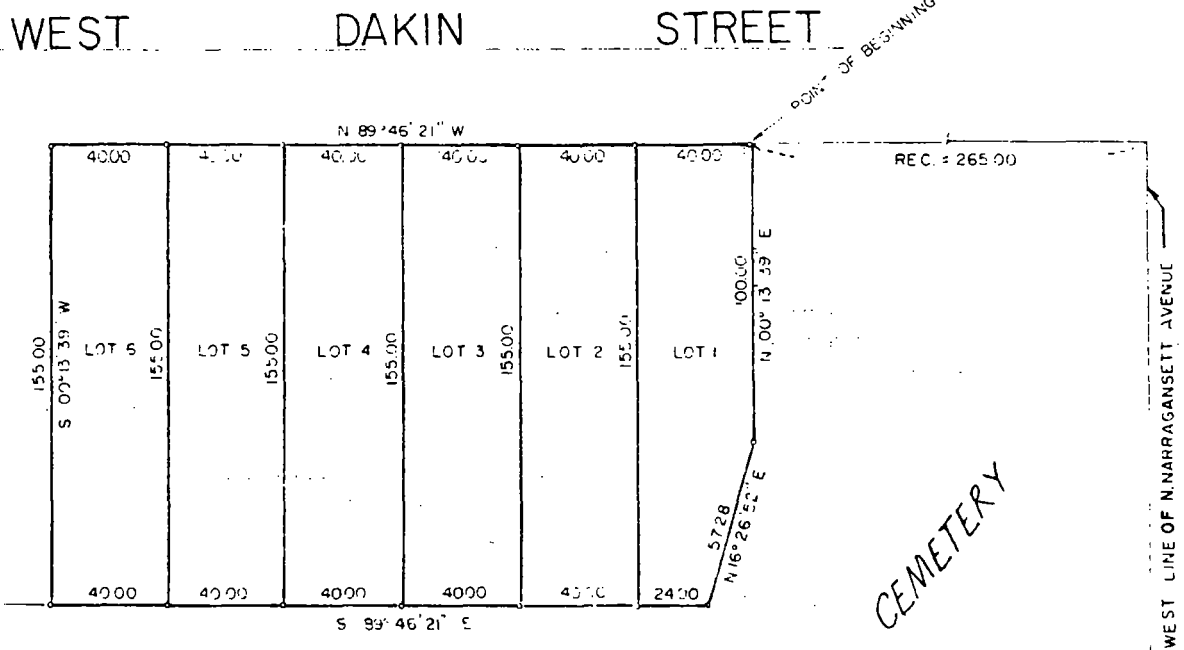
PROPOSED

PONTARELLI BUILDERS SUBDIVISION - UNIT 3

THAT PART OF LOT A IN MOUNT OLIVE CEMETERY ASSOCIATION CONSOLIDATION OF TRACTS IN THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST DAKIN STREET WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE; THENCE NORTH 89° 46' 22" WEST ALONG THE SOUTH LINE OF WEST DAKIN STREET A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF WEST DAKIN STREET A DISTANCE 240.00 FEET; THENCE SOUTH 00° 13' 39" WEST A DISTANCE OF 155.00 FEET; THENCE SOUTH 89° 46' 21" EAST A DISTANCE OF 224.00 FEET TO A POINT THENCE NORTH 16° 26' 52" EAST A DISTANCE OF 57.28 FEET, THENCE NORTH 00° 13' 39" EAST A DISTANCE 100.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS



DR.No.19-38-92-1672



NOT SUBDIVIDED

CEMETERY

OLIVE

MOUNT

(Continued from page 16716)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 St. Lucas First Subdivision, having a frontage of 495.02 feet on the north side of West Foster Avenue and 530.01 feet on the west side of North Pulaski Road and providing for the dedication of West Foster Avenue and North Pulaski Road, as shown on the attached plat, when the necessary certificates are shown on said plat for St. Lucas Association (File No. 10-39-91-1650).

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

[Plat attached to this ordinance printed on
page 16719 of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLAT OF
STANISLAW MONIUSZKO'S RESUBDIVISION
ON PORTION OF SOUTH NAGLE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing and directing the approval of a plat of Stanislaw Moniuszko's Resubdivision located on the west side of South Nagle Avenue 281.00 feet north of the north line of West 54th Street, having a frontage of 51.00 feet along the west line of South Nagle Avenue and a depth of 125.35 feet. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 proposed plat of Stanislaw Moniuszko's Resubdivision located on the west side of South Nagle Avenue 281.00 feet north of the north line of West 54th Street, having a frontage of 51.00 feet along the west line of South Nagle Avenue and a depth of 125.35, as shown on the attached plat, when the necessary certificates are shown on said plat for Terken Builder's, Inc. (File No. 7-23-92-1680).

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

[Plat attached to this ordinance printed
on page 16722 of this Journal.]

**AUTHORIZATION FOR EXEMPTION OF MS. IRENE BACIK
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
3628 WEST OAKDALE AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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 a proposed ordinance authorizing and directing the Commissioner of Transportation to exempt Irene Bacik from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 3628 West Oakdale Avenue. This ordinance was referred to the committee on April 29, 1992.

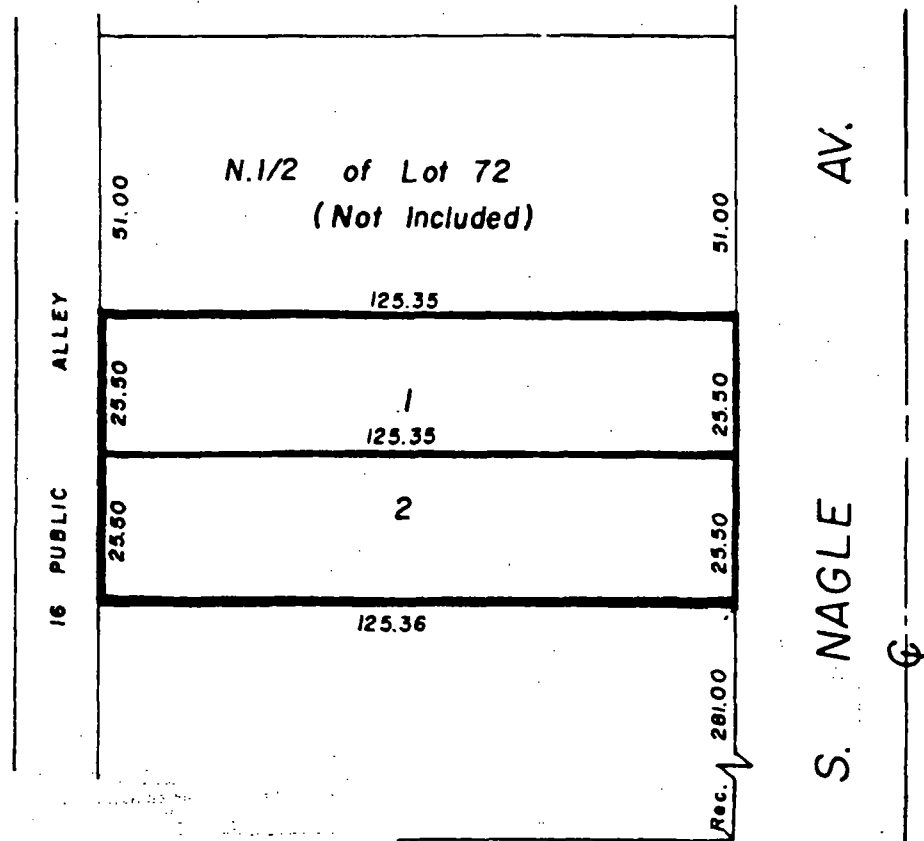
(Continued on page 16723)

Ordinance associated with this plat printed
on page 16721 of this Journal.

STANISLAW MONIUSZKO'S RESUBDIVISION

LOT 72 EXCEPT NORTH HALF THEREOF IN FIRST ADDITION TO BARTLETT HIGHLANDS BEING A SUBDIVISION
OF THE EAST HALF OF THE SOUTH-EAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DR. No. 7-23-92-1680



(Continued from page 16721)

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Irene Bacik of 2976 North Milwaukee Avenue in Chicago, from the provisions requiring barriers as prerequisite to prohibit alley ingress and/or egress to parking facilities for 3628 West Oakdale Avenue.

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

AUTHORIZATION FOR EXEMPTION OF KEE HAI LUI FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITY AT 2741 WEST HOWARD
STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing and directing the Commissioner of Transportation to exempt Kee Hai Lui from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 2741 West Howard Street. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Kee Hai Lui, 2741 West Howard Street, from the provisions requiring barriers as prerequisite to prohibit alley ingress and/or egress to the parking facility at the above-mentioned premise.

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

AUTHORIZATION FOR EXEMPTION OF MEYER MEDICAL
BUILDING FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITY ADJACENT TO
4425 WEST 63RD STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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 a proposed ordinance authorizing and directing the Commissioner of Transportation to exempt Meyer Medical Building from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities located at 4425 West 63rd Street. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 10-20-210 of the Municipal Code of Chicago the Commissioner of Transportation is hereby authorized and directed to exempt Meyer Medical Building, 4425 West 63rd Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility adjacent thereto.

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

AUTHORIZATION FOR GRANT OF PRIVILEGE TO EDGEWATER
COMMUNITY COUNCIL FOR MAINTENANCE AND USE
OF PROPERTY ON PORTION OF WEST
HOLLYWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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 substitute ordinance transmitted herewith (referred on February 4, 1992) for a grant of privilege in the public way to Edgewater Community Council regarding the maintenance and use of four (4) parcels of land in the public way located on the north and south sides of West Hollywood Avenue and bounded by North Magnolia Avenue to the east and North Ridge Avenue to the west, without fees, without compensation. Said four (4) parcels of land are to be used for beautification of the Edgewater Community.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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. Permission and authority are hereby given and granted to the Edgewater Community Council, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) parcels of land located in the public right-of-way. Said parcels shall be designated as Parcel A, Parcel B, Parcel C and Parcel D as per the attached drawing. Said parcels are located on the north side and south side of West Hollywood Avenue, and are bounded by North Magnolia Avenue to the east and North Ridge Avenue to the west. Said four (4) parcels of land are to be used for the beautification

of the Edgewater Community. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on 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 Transportation and the Director of Revenue. 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. In recognition of the civic improvement to be provided, installed and paid for by the Edgewater Community Council, a not-for-profit corporation, all fees and charges for use of these parcels are hereby waived.

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 and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, 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 that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the

Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, 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 Revenue, Compensation Unit, no later than 30 days prior to the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that 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 Revenue.

[Drawing attached to this ordinance printed on
page 16731 of this Journal.]

CONSIDERATION FOR ESTABLISHMENT OF TAXICAB
STAND NUMBER 700 ON PORTION OF
WEST WACKER DRIVE.

The Committee on Transportation and Public Way submitted the following
report:

CHICAGO, May 12, 1992.

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 order transmitted
herewith (referred on April 29, 1992) establishing taxicab stand Number
700 on West Wacker Drive (south side) from a point 96 feet east of the east
property line of North Franklin Street to a point 80 feet east thereof -- for
four vehicles.

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.

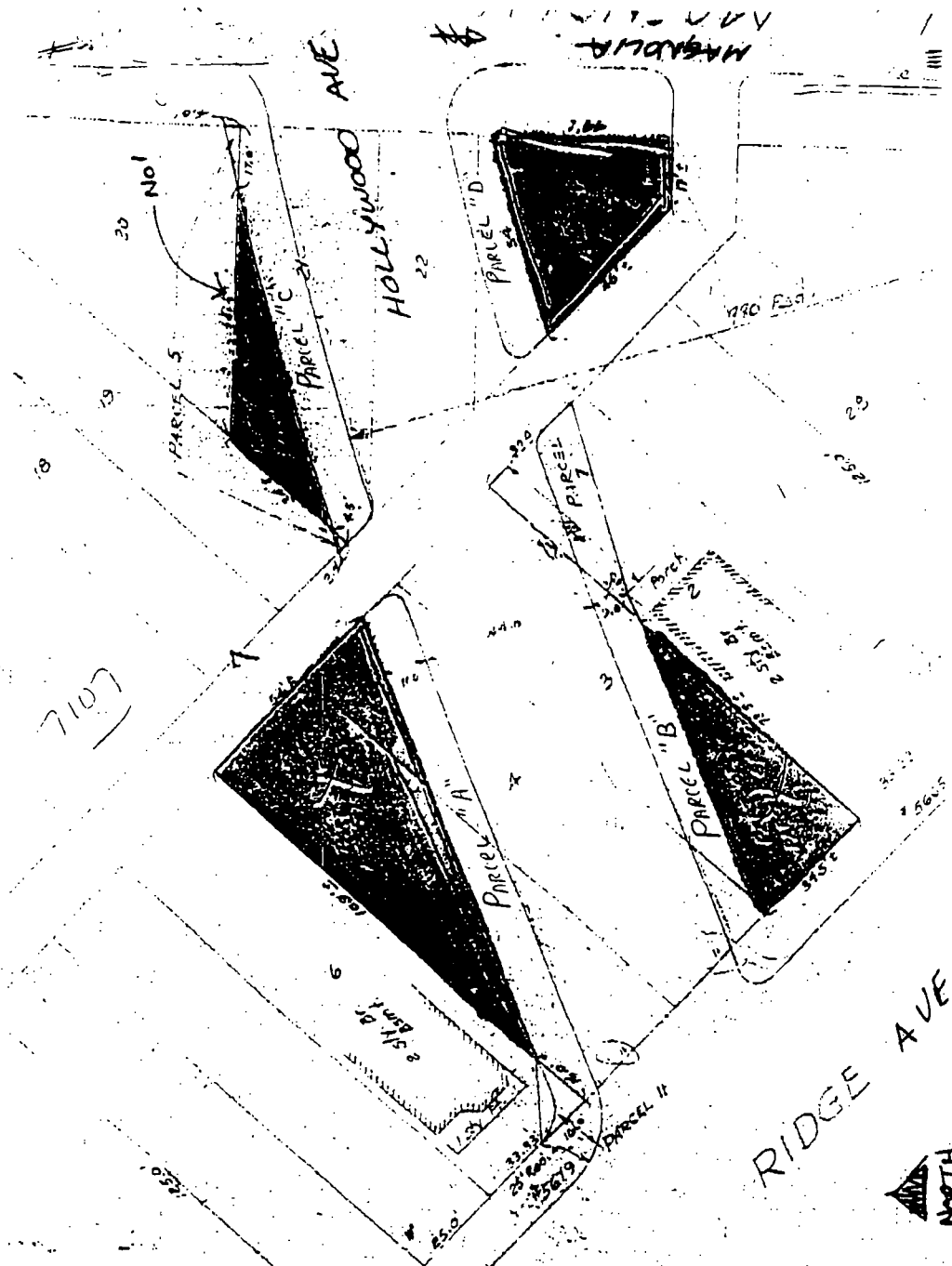
On motion of Alderman Huels, the said proposed order transmitted with the
foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers,
Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman,
Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon,
E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks,
Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen,
Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

(Continued on page 16732)

Ordinance associated with this drawing printed on pages 16727 through 16729 of this Journal.



(Continued from page 16730)

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

The following is said order as passed:

Ordered, That the Committee on Transportation and Public Way give consideration to the establishment of a taxicab stand on West Wacker Drive (south side) from a point 96 feet east of the east property line of North Franklin Street to a point 80 feet east thereof -- 4 vehicles. This taxicab stand will be known as Taxicab Stand Number 700.

AUTHORIZATION FOR ALLEY IMPROVEMENTS BY
SPECIAL ASSESSMENT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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 which were submitted by the Board of Local Improvements (referred on April 29, 1992) and are now transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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):

*Roadway Between East 81st Street, East 82nd Street,
South Marquette Avenue And
South Saginaw Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$4,460.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 79th Street, East 80th Street,
South Clyde Avenue And South Chappel Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,550.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 83rd Place, East 84th Street,
South East End Avenue and South
Stony Island Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,100.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum,

or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 85th Street, East 86th Street,
South Essex Avenue And South Phillips Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,158.00 not exceeding five (5) per centum of the

amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 85th Street, East 86th Street,
South Marquette Avenue And
South Saginaw Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,780.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 85th Street, East 86th Street,
South Saginaw Avenue And
South Colfax Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,917.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 85th Street, East 86th Street,
South Manistee Avenue And
South Marquette Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,866.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 85th Street, East 86th Street,
South Kingston Avenue And
South Essex Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,063.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 86th Street, East 87th Street,
South Kingston Avenue And
South Essex Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,538.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 86th Street, East 87th
Street, South Manistee Avenue And South
Marquette Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,696.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public

benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 86th Street, East 87th
Street, South Burnham Avenue And South
Manistee Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State

of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,550.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 86th Street, East 87th Street,
South Saginaw Avenue And
South Colfax Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,723.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 88th Street, East 89th Street,
South Stony Island Avenue And
South Harper Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,319.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 89th Street, East 90th Street,
South Euclid Avenue And South Bennett Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,088.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 93rd Street, East 94th Street,
South Colfax Avenue And South Kingston Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,113.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 95th Street, East 95th Place,
Pullman Railroad Company And
South Avalon Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,738.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 95th Place, East 96th Street,
South Clyde Avenue And South Chappel Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,699.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor

and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 97th Street, East 98th Street,
South Woodlawn Avenue And
South University Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,260.00 not exceeding five (5) per centum of the

amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 99th Street, East 100th Street,
South Luella Avenue And
South Paxton Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,906.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between East 101st Street, East 102nd Street,
South Calhoun Avenue And South Bensley Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,835.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between North Otsego Avenue, North Oneida Avenue,
North Olympia Avenue And North Oxford Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,875.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between South Archer Avenue, South Lyman Street,
South Throop Street And South Farrell Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$5,250.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West Roscoe Street, West School Street,
North Kilpatrick Avenue And South Keating Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State

of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,422.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West Melrose Street, West Belmont Avenue,
Railroad Right-Of-Way And North Natoma Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,383.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of

the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West Chase Avenue, West Touhy Avenue
North Odell Avenue And North Oketo Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,622.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner

provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West Estes Avenue, West Lunt Avenue,
North Odell Avenue And North Osceola Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,836.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid; or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West Summerdale Avenue, West
Berwyn Avenue, North Ozanam Avenue And
North Canfield Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,594.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said

installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West Strong Street, West Gunnison Street,
North Neenah Avenue And North Nashville Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved

June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,600.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 58th Street, West 59th
Street, South Oakley Avenue And South
Claremont Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,190.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 83rd Street, West 83rd Place,
South Homan Avenue And South
Saint Louis Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,728.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the

matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 91st Street, West 92nd Street,
South Loomis Street And South
Bishop Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,840.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 91st Street, West 92nd Street,
South Vincennes Avenue And South
Carpenter Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,242.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 91st Place, West 92nd Street,
South Paulina Street And South
Beverly Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$1,945.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 92nd Street, West 93rd Street,
South May Street And South Racine Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,302.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 93rd Street, West 94th Street,
South Peoria Street And South Sangamon Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,312.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 99th Street, West 100th Street,
South Vincennes Avenue And South Throop Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$7,051.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor

and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 101st Place, West 102nd Street,
South Eggleston Avenue And South Normal Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$2,964.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said

improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 102nd Street, West 103rd Street,
South Morgan Street And South Carpenter Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,570.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 104th Street, West 105th Street,
South Sangamon Street And South Morgan Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,904.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 112th Street, West 112th Place,
South Princeton Avenue And C. & W.I.R.R.
Right-Of-Way.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,000.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 123rd Street, West 124th Street,
South Normal Avenue And South Parnell Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,273.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

*Roadway Between West 125th Street, West 126th Street,
South Lowe Avenue And South Union Avenue.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of \$3,326.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and he is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

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

[Recommendation of Board of Local Improvements and
Estimate of Cost omitted for printing purposes
but on file and available for public
inspection in Office of the
City Clerk.]

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH NORMAL AVENUE AS
"DR. JOSEPH A. ALLEN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Dr. Joseph A. Allen Drive" honorary street signs on South Normal Avenue between West 76th Street and West 79th Street. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 pages 11459 -- 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Normal Avenue between West 76th Street and West 79th Street as "Dr. Joseph A. Allen Drive".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION
OF WEST WASHINGTON BOULEVARD AS "ELDER
BENNIE ALLISON BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to install "Elder Bennie Allison Boulevard" honorary street signs on the 4500 block of West

Washington Boulevard. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, -- 46.

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 heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation is hereby authorized and directed to take the necessary action for standardization of the 4500 block of West Washington Boulevard as "Elder Bennie Allison Boulevard".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION
OF SOUTH STEWART AVENUE AS "REVEREND
C.E. BARNES, JR. STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Reverend C. E. Barnes, Jr. Street" honorary street signs on South Stewart Avenue between West 69th Street and West 71st Street. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 pages 11459 -- 11460 of the Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Stewart Avenue between West 69th Street and West 71st Street as "Reverend C. E. Barnes, Jr. Street".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH DORCHESTER AVENUE
AS "BISHOP ARTHUR BRAZIER AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to install "Bishop Arthur Brazier Avenue" honorary street signs on South Dorchester Avenue between East 63rd Street and East 65th Street. This ordinance was referred to the committee on March 25, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 pages 11459 -- 11460 of the Council Journal of the Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Dorchester Avenue between East 63rd Street and East 65th Street as "Bishop Arthur Brazier Avenue".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF WEST 72nd STREET AS "BISHOP
HARRY W. GOLDSBERRY STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Bishop Harry W. Goldsberry Street" honorary street signs on West 72nd Street between South Halsted Street and South Morgan Street. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 Council Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 72nd Street between South Halsted Street and South Morgan Street as "Bishop Harry W. Goldsberry Street".

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

REPEAL OF ORDINANCE WHICH DESIGNATED PORTION
OF SOUTH NARRAGANSETT AVENUE AS
"YUGOSLAV CLUB".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to repeal "Yugoslav Club" honorary street signs on South Narragansett Avenue, between West Archer Avenue and West 56th Street. This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 5, 1987, printed on page 1236 of the Council Journal of Proceedings, designating a portion of South Narragansett Avenue between West Archer Avenue and West 56th Street as "Yugoslav Club" be and the same is hereby repealed.

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

AMENDMENT OF ORDER WHICH AUTHORIZED ISSUANCE
OF PERMIT FOR USE OF CANOPY AT 181 WEST
RANDOLPH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed amendment to the order passed by the City Council on September 12, 1990, page 20904 of the Council Journal of Proceedings, granting permission to American National Bank & Trust Company of Chicago for the use of one (1) canopy, by striking out the following: "3 years from and after April 6, 1990" and inserting in lieu thereof: "3 years from and after February 1, 1992". This ordinance was referred to the committee on April 29, 1992.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 order passed by the City Council on September 12, 1990, page 20904 of the Council Journal of Proceedings granting permission to American National Bank & Trust Company of Chicago, under Trust Number 110513-07, 181 West Randolph Street for the use of one (1) canopy, upon the terms and subject to the conditions of this order be and the same is hereby amended by striking out as printed, the following in Section 1: "3 years from and after April 6, 1990" and inserting in lieu thereof: "3 years from and after February 1, 1992".

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

PERMISSION FOR CONSTRUCTION OF HANDICAPPED RAMP
ADJACENT TO 151 EAST ERIE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed order authorizing and directing the Commissioner of Transportation to grant permission to RREEF Funds/Kathryn Formanek, Property Manager, to remove curbing in front of the entrance to the building located at 151 East Erie Street, for the construction of a handicapped ramp. This order was referred to the committee on April 29, 1992.

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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 Transportation is hereby authorized and directed to grant permission to RREEF Funds/Kathryn Formanek, Property Manager, of the 645 North Michigan Avenue Building, for the removing of curbing in front of the entrance to the building located at 151 East Erie Street, for the construction of a handicapped ramp.

PERMISSION FOR INSTALLATION OF RAMP
AT 4649 WEST LAWRENCE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 12, 1992.

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* a proposed order authorizing and directing the Commissioner of Transportation to grant permission to Halogen Supply Company, Inc., for the installation of a six (6) foot wide ramp at 4649 West Lawrence Avenue. This order was referred to the committee on April 29, 1992.

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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 Transportation is hereby authorized and directed to grant permission to the Halogen Supply Company, Inc., for the installation of a six (6) foot wide ramp on their premises located at 4649 West Lawrence Avenue.

APPROVAL OF TRANSFER OF OWNERSHIP OF
TELEPORT COMMUNICATIONS CHICAGO,
INC. (T.C.I.).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 18, 1992.

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* a proposed substitute ordinance approving the transfer of ownership of Teleport Communications Chicago, Inc. ("T.C.I."). This ordinance was referred to the committee on April 29, 1992.

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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Teleport Communications Chicago, Inc., ("Grantee") is a Delaware corporation, which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Grantee was granted authority to construct, install, maintain and operate a high-speed commercial telecommunications system, consisting primarily of fiber optic facilities in the public way of the City and the Chicago Freight Tunnels pursuant to an ordinance adopted by the City Council on February 7, 1990 (the "Prior Ordinance") and a Telecommunications Use Agreement dated as of April 1, 1990, between Grantee and the City (the "Agreement"); and

WHEREAS, Grantee is currently a wholly-owned subsidiary of Teleport Communications Group, Inc. ("T.C.G."), which in turn is 87.5% owned by Merrill Lynch Group ("M.L.G."), a Delaware corporation and 12.5% owned by Cox Teleport, Inc. ("C.T.I."), a Delaware corporation which is an indirect subsidiary of Cox Enterprises, Inc. ("Cox"), a Delaware corporation; and

WHEREAS, It has been announced that M.L.G. intends to transfer control of T.C.G., and thus of Grantee, by selling shares of T.C.G. to C.T.I. and T.C.I. Teleport, Inc. ("T.C.I.") a Colorado corporation which is an indirect subsidiary of Tele-Communications, Inc., a Delaware corporation, or to some combination of C.T.I. and T.C.I.; and

WHEREAS, Section 4.1.4 of the Agreement requires prior City Council approval to the transfer of 50% of the right of control of Grantee; and

WHEREAS, Grantee now requests the City, by action of the City Council, to approve the transfer of control of T.C.G. from M.L.G. to C.T.I., T.C.I. or to some combination of C.T.I. and T.C.I.; now, therefore,

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

SECTION 1. Approval is hereby granted to Grantee, in accordance with Section 4.1.4 of the Agreement, for the indirect transfer of control of Grantee from M.L.G. to T.C.I., C.T.I. or to some combination of T.C.I. and C.T.I.. Consistent with 4.1.6 of the Agreement, Grantee shall promptly file an economic disclosure statement with the City's Department of Revenue upon any such transfer of control, and the copy thereof with the City's Corporation Counsel, to reflect any such transfer.

SECTION 2. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

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

Action Deferred -- AMENDMENT OF TITLE 10, CHAPTER 4,
SECTION 050 OF MUNICIPAL CODE OF CHICAGO
RELATING TO ASSIGNMENT OF LEGAL
NUMBERS AT ENTRANCES
OF RESIDENCES.

The Committee on Transportation and Public Way submitted the following report which was, on motion of Alderman Doherty and Alderman Wojcik, *Deferred* and ordered published:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

An ordinance amending Section 10-4-050 of the Municipal Code of the City of Chicago relating to the assignment of legal numbers at the entrance of a residence will be *Deferred* and published at the request of Alderman Doherty (41st Ward) and Alderman Wojcik (35th Ward).

This ordinance was concurred in by the members of the committee.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
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. Section 10-4-050 of the Municipal Code of the City of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

10-4-050. Assignment of Numbers.

The Commissioner of Planning and Development shall assign or cause to be assigned the legal number at the entrance to any residence, [apartment or] place of business, *institutional use or principal building* that is located on any parcel *of real property* that [is a lot of record and] has frontage on *or access to* a dedicated public street.

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

JOINT COMMITTEE.

**COMMITTEE ON THE BUDGET AND GOVERNMENT
OPERATIONS.**

COMMITTEE ON HEALTH.

**UNITED STATES CONGRESS URGED TO FULLY FUND
RYAN WHITE COMPREHENSIVE AIDS RESOURCE
EMERGENCY ACT AND GOVERNOR JAMES EDGAR
REQUESTED TO RESTORE FUNDING FOR
AIDS SERVICES CUT FROM 1992
STATE BUDGET.**

A Joint Committee, composed of the members of the Committee on the

Budget and Government Operations and the members of the Committee on Health, submitted the following report:

CHICAGO, May 20, 1992.

To the President and Members of the City Council:

Your Joint Committee on the Budget and Government Operations and Committee on Health, having had under consideration a proposed resolution concerning City of Chicago AIDS and HIV Programs, and having been presented with a proposed substitute resolution by Aldermen Austin, Burke, Huels, Shiller and E. Smith, urging comprehensive attention to the AIDS/HIV health crisis and memorializing the United States Congress to fully fund the Ryan White Comprehensive AIDS Resource Emergency Act and the Governor of the State of Illinois to restore funding for AIDS services cut from the 1992 State Budget, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
*Committee on the Budget and
Government Operations,
Chairman.*

(Signed) ED H. SMITH,
*Committee on Health,
Chairman.*

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, AIDS is a national public health problem which disproportionately affects the nation's large urban areas; and

WHEREAS, As of December, 1991, there have been 4,526 cases of AIDS reported since 1980 to the Department of Health of the City of Chicago, ranking Chicago seventh in the number of reported cases nationwide; and

WHEREAS, In 1989, the Department of Health of the City of Chicago along with the Chicago AIDS Advisory Council, which was comprised of over 100 community leaders and health and social service providers, developed the AIDS Strategic Plan, which guides the City's overall response to the crisis of AIDS and HIV infection; and

WHEREAS, An additional corporate contribution of \$2.5 Million would increase the Chicago Department of Health's corporate expenditures for AIDS programs for 1992 from \$1.07 Million to \$3.57 Million, an increase of 233%, and the City's total expenditure for AIDS programs would increase to \$13.8 Million, representing an increase of 215% since the beginning of 1989, while the number of reported cases has increased by 150% since then; and

WHEREAS, The funds from all governmental sources being allocated by the City for 1992 to continue implementation of the strategic plan, \$13.8 Million, represents a total City expenditure of \$3,049 per case; and

WHEREAS, Despite the increases in City funding to over 50 non-profit service providers, community agencies are not financially able to address adequately the increased number of AIDS cases and HIV infections; and

WHEREAS, The State of Illinois has reduced funding for AIDS services in 1992, including counseling and testing, medications and home health services; and

WHEREAS, Congress has appropriated funding for the Ryan White Comprehensive AIDS Resource Emergency Act at less than one-half the

level of authorized spending, and Ryan White funding for the City of Chicago will reach less than one-half the level of need; and

WHEREAS, The incidence of HIV infection and AIDS both nationwide and locally requires government at all levels to respond with funds and programs of education, prevention, diagnosis and treatment to address this urgent health need; now, therefore,

Be It Resolved, That the City Council of the City of Chicago memorializes the Congress of the United States to fully fund the Ryan White Comprehensive AIDS Resource Emergency Act and the Governor of the State of Illinois to restore funding for AIDS services cut from the 1992 state budget; and

Be It Further Resolved, That the City Council of the City of Chicago directs the Chicago Department of Health and other agencies of City government to continue to aggressively seek additional HIV-related and AIDS-related funding from federal, state and local sources; and

Be It Further Resolved, That the City Clerk is hereby directed to transmit certified copies of this resolution to the Honorable Jim Edgar, Governor of the State of Illinois, and to the members of the United States Congress elected from the State of Illinois.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Mazola, Steele, Dixon, Hendon, Bialczak, Wojcik, Banks and Stone. 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Sponsored by the elected city officers 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

THE HONORABLE RICHARD M. DALEY, MAYOR:

**DESIGNATION OF 1992 AS "YEAR OF
THE AMERICAN INDIAN".**

WHEREAS, American Indians are the original inhabitants of the land that now constitutes metropolitan Chicago and the United States of America; and

WHEREAS, American Indian societies showed deep respect for the finite quality of natural resources through deep respect for the Earth, and such values continue to be widely held today; and

WHEREAS, American Indian people have served with valor in all wars in which the United States has been engaged from the Revolutionary War to the conflict in the Persian Gulf; and

WHEREAS, American Indian people have made distinct and important contributions to the City of Chicago, the United States and the rest of the world in many fields, including agriculture, medicine, music, language, and art; and

WHEREAS, It is fitting that American Indians be recognized for their individual contributions to American society as sculptors, musicians, authors, poets, artisans, scientists, and scholars; and

WHEREAS, The five hundredth anniversary of the arrival of Christopher Columbus to the Western Hemisphere is an especially appropriate occasion for the people of the City of Chicago to reflect on the long history of the original inhabitants of this continent; and

WHEREAS, The people of the world will be focusing special interest on the significant contributions that American Indians have made to society; and

WHEREAS, The City Council of Chicago believes that such recognition of American Indian contributions will promote self-esteem, pride, and self-awareness in American Indians young and old; and

WHEREAS, 1992 represents the first time that American Indians will have been recognized through the commemoration of a year in their honor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this twentieth day of May, 1992, do hereby designate the year 1992 as the "Year of the American Indian"; and

Be It Further Resolved, That a suitable copies be presented to the American Indian Economic Development Association (A.I.E.D.A.) as a token of our admiration.

Presented By

ALDERMAN MAZOLA (1st Ward):

**CONGRATULATIONS EXTENDED TO SECOND PRESBYTERIAN
CHURCH ON ITS ONE HUNDRED FIFTIETH
ANNIVERSARY.**

WHEREAS, Second Presbyterian Church, the grand Chicago Landmark and National Historic Landmark edifice at 20th Street and South Michigan Avenue, was founded June 1, 1842, and thus is celebrating its one hundred fiftieth anniversary; and

WHEREAS, Second Presbyterian Church is an outgrowth of the Presbyterian establishment which was formed at the time Chicago itself was established. In 1833, the year of Chicago's incorporation, the first Presbyterians gathered at Fort Dearborn. In 1835, this group incorporated as the First Presbyterian Church. In 1842, the church split over the momentous slavery issue and the Second Presbyterian Church was founded; and

WHEREAS, Second Presbyterian Church's first building, at North Wabash Avenue and East Washington Street, burned to the ground during the Great Chicago Fire. It was rebuilt at its current location and despite fire, flood and the tests of time, has endured as a towering religious influence in our great City; and

WHEREAS, Second Presbyterian Church's building was designed by James Renwick, architect of Saint Patrick's Cathedral in New York City. The church features Louis C. Tiffany stained glass windows and murals by the renowned Chicago artist, Frederick Clay Bartlett, as well as the original pews. The church seats over one thousand; and

WHEREAS, Second Presbyterian Church shares our great City's history and growth. It commences its year-long celebration from May 31, 1992, to May 31, 1993; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., extend our heartiest congratulations to Second Presbyterian Church on its one hundred fiftieth anniversary celebrations, and in doing so recognize and appreciate the Church's long history of service to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the leaders and congregation of the Second Presbyterian Church.

Presented By

ALDERMAN STEELE (6th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
CURTIS F. MC DOWELL ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Curtis F. McDowell, outstanding and accomplished citizens of our great City of Chicago, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Curtis F. and Mary A. McDowell were married June 2, 1942, settled in Chicago where Curtis has been practicing law for nearly five decades, and where Mary enjoyed a productive career as a teacher; and

WHEREAS, Mary and Curtis McDowell are fond parents of the Reverend H. Lynn McDowell of North Carolina, Melody M. McDowell, a Chicago-based consultant, and Sylvia McDowell Wells, an insurance executive who resides in Homewood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby congratulate Mr. and Mrs. Curtis F. McDowell as they celebrate

their golden wedding anniversary, and extend to these fine citizens 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. Curtis F. McDowell.

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
FLOYD WALKER ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Floyd Walker, beloved residents of Chicago's great south side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Mr. and Mrs. Floyd Walker were joined in holy matrimony May 24, 1942, and have been active and highly respected in the 6th Ward community for the past thirty-five years; and

WHEREAS, Mr. and Mrs. Floyd Walker celebrate this great occasion with their 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 twentieth day of May, 1992, A.D., do hereby congratulate Mr. and Mrs. Floyd Walker on the occasion of their golden wedding anniversary, and extend to these fine citizens and their family our very best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Floyd Walker.

Presented By

ALDERMAN BEAVERS (7th Ward):

**CONGRATULATIONS EXTENDED TO MS. SUSIE YOUNG
ON THE OCCASION OF HER EIGHTY-SECOND
BIRTHDAY.**

WHEREAS, Susie Young, a much-loved Chicagoan with many relatives and friends, is celebrating her eighty-second birthday May 24, 1992; and

WHEREAS, A native of Macon, Mississippi, Susie Young was born May 24, 1910, came to Chicago in 1940, worked for the Campbell Soup Company for thirty-five years, and retired in 1975; and

WHEREAS, Susie Young is a faithful member of Prairie Avenue Baptist Church and a symbol of the solidity of family life. She celebrates this great occasion with her son, Robert (Bertha) Young, and her daughter, Gwendolyn Steele. A second daughter, Annie Macon, is deceased; son-in-law Eddie Macon is on hand, along with grandchildren Deloris Whaley, Brenda Christmas, Robert Young, Jr., Edward Macon III, and six great-grandchildren. One grandchild, Nashon Young, is deceased; and

WHEREAS, Susie Young is a model citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby congratulate Susie Young on her birthday celebration May 24, 1992, and extend to this great lady 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 Susie Young.

**JUNE 12, 1992, PROCLAIMED "COOK COUNTY BAR
ASSOCIATION DAY" IN CHICAGO.**

WHEREAS, The Cook County Bar Association, a not-for-profit organization incorporated in 1920, will hold its seventy-eighth Annual Awards Banquet on June 12, 1992 at the Chicago Downtown Marriott Hotel; and

WHEREAS, The Cook County Bar Association has, since its formation, been committed to deliver legal services to the minority communities of Cook County as well as to improve business opportunities for African American lawyers, assist business development within the African American community, and assist in the development and empowerment of community organizations; and

WHEREAS, The Cook County Bar Association is dedicated to increasing the number of qualified minority students entering and graduating from law schools in the State of Illinois; and

WHEREAS, The City of Chicago has been greatly enriched by the seventy-eight years of contributions by the Cook County Bar Association; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of the City of Chicago, in meeting assembled this twentieth day of May, 1992, do hereby proclaim June 12, 1992 as Cook County Bar Association Day and encourage all citizens of Chicago to join in the Cook County Bar Association's seventy-eighth Annual Awards Banquet Dinner Dance on June 12, 1992 at the Chicago Downtown Marriott Hotel; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Cook County Bar Association.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. EMMETT LEON KENNEDY, JR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Emmett Leon Kennedy, Jr., outstanding Chicago businessman and hospital administrator; and

WHEREAS, Leon Kennedy spent most of his adult life in Chicago. After serving his country honorably in World War II, he attended Howard University in Washington, D.C., where he received a B.S. in Psychology. He also graduated from Worsham College of Mortuary Science in 1951 and joined his father at Kennedy Funeral Home. Over the years, he was associated with Sims Memorial Chapel and Cage Memorial Chapel, and during this time he continued his studies at Roosevelt University, where he received a Master's Degree in Public Health Administration; and

WHEREAS, Leon Kennedy served as Administrator at Michael Reese Hospital for over thirteen years and was Director of Personnel at Mary Thompson Hospital. He then went to Cook County Hospital, where he became Associate Director of its Fantus Clinic; and

WHEREAS, A man of many accomplishments, Leon Kennedy was also active in his community and was a dedicated member of the Eighth Ward Regular Democratic Organization; and

WHEREAS, Leon Kennedy was a fine family man. His forty-one year marriage to Mary Louise Kennedy yielded four daughters: Patrice, Sandra, Susan and Carol, and he had a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby express our sorrow on the passing of Emmett Leon Kennedy, Jr., and extend to his widow, family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Emmett Leon Kennedy, Jr..

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. PATRICK "PACKEY" MARTIN WEBB.

WHEREAS, Patrick "Packey" Martin Webb passed away on Saturday, May 2, 1992, at the age of seventy-one; and

WHEREAS, Patrick Martin Webb was a resident of Glen Ellyn; and

WHEREAS, Patrick Martin Webb, beloved husband of Eileen C. (nee Carroll); and

WHEREAS, Patrick Martin Webb, dearest father of Patrick (Catherine) Webb, Carroll (Patrick) Keigher, Greg (Mary Ellen) Webb, Mary (Steve) Carrier, Sarah (James) Carroll, Liz Webb, Brad (Kathy) Webb, Tom (Cristy) Webb, Joyce Webb and John (fiancee Molly Hayes) Webb; and

WHEREAS, Patrick Martin Webb, loving grandfather of twenty-two; and

WHEREAS, Patrick Martin Webb, an army veteran of World War II; and

WHEREAS, Patrick Martin Webb had a life long career in the automobile business, beginning in 1948. He founded Packey Webb Ford in Wheaton and Glen Ellyn in 1962; Webb Ford in Highland, Indiana in 1971 and Pat Webb's Glen Ellyn Dodge in 1981; and

WHEREAS, Patrick Martin Webb served on many boards, including the Board of Directors of Concord Life Insurance, Board of Trustees of the

College of Saint Francis in Joliet and the Advisory Board of the Sisters of Saint Francis of Mary Immaculate in Joliet; and

WHEREAS, Patrick Martin Webb will be greatly missed by the many family members and friends whose lives he touched; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twentieth day of May in 1992, do hereby mourn the death of Patrick Martin Webb, and may we also extend our deepest sympathy to his many aggrieved friends and family members; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Patrick Martin Webb.

**CONGRATULATIONS EXTENDED TO FATHER ROBERT ROLL
ON HIS FIFTEENTH ANNIVERSARY
OF PRIESTHOOD.**

WHEREAS, Father Robert Roll will be celebrating fifteen years as a priest of the Archdiocese of Chicago on May 11, 1992; and

WHEREAS, Father Robert Roll was ordained a priest on May 11, 1977; and

WHEREAS, Father Robert Roll attended Saint Mary of the Lake Seminary; and

WHEREAS, Father Robert Roll studied at the University of Lublin, Poland in 1974; and

WHEREAS, Father Robert Roll was a Deacon at Saint Anns in Barrington; and

WHEREAS, Father Robert Roll's first assignment was at Saint Constance on the northwest side of the City of Chicago where he served for six years; and

WHEREAS, Father Robert Roll was assigned to Saint Giles in Oak Park for two years and went on to serve at Saint Cornelius on the north side for one year; and

WHEREAS, Father Robert Roll has served as pastor of Saints Peter and Paul Church for the past six years; and

WHEREAS, Father Robert Roll initiated a successful pilot C.C.D. program this year which will continue in the future; and

WHEREAS, Father Robert Roll also initiated a six week summer youth program which meets three times a week offering alternative activities which help children develop new skills and interests; and

WHEREAS, Father Robert Roll has contributed to the success of Saints Peter and Paul Church altar service group and children's choir; and

WHEREAS, Father Robert Roll is organizing the upcoming centennial celebration in 1995 for Saints Peter and Paul Church; and

WHEREAS, Father Robert Roll is working to improve the parish and the community and to have a lasting influence on the development of our youth; and

WHEREAS, Father Robert Roll is extremely active in McKinley Park community organizations; and

WHEREAS, Father Robert Roll is a radio personality for Chicago Media (WCEV-AM); and

WHEREAS, Father Robert Roll, a north sider who is a die-hard White Sox fan; and

WHEREAS, Father Robert Roll, the son of the late Rosemary Roll; and

WHEREAS, Father Robert Roll, the brother of Claudia Roll and Jan (Larry) Baumgartner; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twentieth day of May in 1992, do hereby extend our heartiest congratulations to Father Robert Roll on his fifteenth anniversary of priesthood and may we extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Father Robert Roll.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE DOCTOR BRIAN COFFEY.

WHEREAS, Almighty God in his infinite wisdom has called Doctor Brian Coffey to his eternal reward at the age of fifty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Coffey, a Barrington resident, worked as an emergency room physician at Sherman Hospital in Elgin, Illinois for the last ten years; and

WHEREAS, A native of Racine, Wisconsin, Dr. Coffey graduated from Marquette University Medical School in 1960 and served in the Army during the Korean War before beginning his medical practice in 1964; and

WHEREAS, Throughout his life, Dr. Coffey exhibited great commitment and dedication to his work and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twentieth day of May, 1992, do hereby commemorate Dr. Brian Coffey as a dedicated physician and loving husband and father and do hereby extend our most sincere condolences to his wife, Lynda; sons, Brian, Matthew and Joel; daughters, Ann Monnens, Catherine Orjala and Rachel; his mother, Catherine; a sister, Marcia Lederman; two brothers, Dennis and Raymond, Editor of the Chicago Sun-Times editorial pages; and one grandchild; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Brian Coffey.

**TRIBUTE TO LATE CHICAGO ALDERMAN
WILLIAM C. HENRY.**

WHEREAS, Almighty God in his infinite wisdom has called former Alderman William "Big Bill" Henry to his eternal reward at the age of fifty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William Henry was born in Greenwood, Mississippi and raised in Chicago's 25th Ward where he delivered newspapers to the home of the late Alderman Vito Marzullo; and

WHEREAS, William Henry began his political career in the 24th Ward and served as the area's state representative from 1979 to 1983; and

WHEREAS, William Henry served in the Chicago City Council as Alderman of the 24th Ward from 1983 to 1991; and

WHEREAS, As Alderman, William Henry worked diligently for employment, business and economic development opportunities for his constituents; and

WHEREAS, William Henry, a dedicated public servant, will be remembered as a compassionate and jovial man by his family, many friends and colleagues; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twentieth day of May, 1992, do hereby commemorate former Alderman William "Big Bill" Henry for his many contributions, dedication to his community and for being a devoted and loving father, grandfather, great grandfather and son, and do hereby extend our most sincere condolences to his two daughters, Vivian Whitehead and Nicole Henry, eight sons, Eugene, Calvin, Ricky, Conrad, Bud, Ross, Blake and William Jr., his mother Willie Mae, seven grandchildren and two great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William C. Henry.

**TRIBUTE TO LATE CHICAGO BUSINESSMAN
MR. JACK KALLIS.**

WHEREAS, Almighty God in his infinite wisdom has called Jack Kallis to his eternal reward at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Jack Kallis, born on the west side of Chicago, was president of M. Kallis & Co. since 1969, a family owned business founded in 1896 and one of the oldest printing companies in the City of Chicago; and

WHEREAS, Through the able leadership of Jack Kallis and his father Mort, M. Kallis & Co. developed an expertise in the printing of ballots and election material for the Chicago Board of Election Commissioners, Cook County Clerk's Office and numerous ward organizations for which it performed printing work for many years; and

WHEREAS, Jack Kallis, a former part owner of the Tropicana Hotel in Las Vegas, dedicated an immeasurable amount of his time and resources for the benefit of Little City in Palatine; and

WHEREAS, Jack Kallis was a warm and outgoing person who touched the lives of his family and many friends in ways they will always remember; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twentieth day of May, 1992, do hereby memorialize Jack Kallis as a dedicated leader in the printing industry and the Chicago business community and for being a loving husband, father and grandfather and do hereby extend our most sincere condolences to his family, including his wife, Sissy, three sons, Jeff, John and Michael, his daughter, Jody Nash, and four grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jack Kallis.

TRIBUTE TO LATE MS. MARIE H. "AUNT MARIE" KENNY.

WHEREAS, Almighty God in his infinite wisdom has called Marie H. "Aunt Marie" Kenny to her eternal reward at age ninety-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Marie H. Kenny was the matriarch of the Kenny family, one of the oldest funeral home families in the Chicago area; and

WHEREAS, Marie H. Kenny graduated from Visitation High School and joined the Kenny Brothers Funeral Home operation at 54th and Halsted; and

WHEREAS, Marie H. Kenny pioneered the transfer of wakes from homes to an outside funeral chapel and in the course convinced her brothers to refurbish and redecorate the premises on Halsted to create such a funeral chapel; and

WHEREAS, When Kenny Brothers Funeral Home moved to Evergreen Park, Marie H. Kenny continued her work as arranger, advisor and secretary to the family business; and

WHEREAS, Marie H. Kenny was a devout member of Saint Germaine Roman Catholic Church in Oak Lawn and was also a past president of the Visitation Court Catholic Daughters of America; and

WHEREAS, Marie H. Kenny was a dear person whose generous and considerate personality touched many, even to the extent that she was called "Aunt Marie" by friends and family alike; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council in meeting assembled here this twentieth day of May, 1992, do hereby commemorate Marie H. Kenny for her long and giving life, and do hereby extend our sincere condolences to her family, including her many nieces and nephews; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marie H. Kenny.

**TRIBUTE TO LATE ARKANSAS CONGRESSMAN
WILBUR D. MILLS.**

WHEREAS, Almighty God in his infinite wisdom has called Wilbur D. Mills, former Chairman of the House Ways and Means Committee, to his eternal reward at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Wilbur D. Mills served in the House of Representatives as a Democrat from Arkansas from 1939 to 1977 and was Ways and Means Committee Chairman from 1958 to 1975; and

WHEREAS, Wilbur D. Mills, as Chairman of the Ways and Means Committee, wrote most of the United States Tax Code, including trade and government entitlements such as Medicare; and

WHEREAS, Wilbur D. Mills' many years in Congress and on the Ways and Means Committee allowed him to assist party members with committee assignments, earning him a respected reputation as one of Congress' most influential members; and

WHEREAS, Wilbur D. Mills extended himself to family and friends, touching and enriching many lives in the process; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled here this twentieth day of May, 1992, do hereby commemorate Wilbur D. Mills as a dedicated office holder and for being a dear husband and father, and do hereby extend our deepest sympathy to his family, including his wife, Clarine, and his two daughters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Wilbur D. Mills.

**TRIBUTE TO LATE ORLAND PARK MAYOR
FREDERICK OWENS.**

WHEREAS, Almighty God in his infinite wisdom has called Frederick Owens to his eternal reward at the age of fifty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Frederick Owens, Mayor of Orland Park since 1985, also was a Chicago high school teacher until retiring last year and was a native southwest side of Chicago resident; and

WHEREAS, Frederick Owens received a bachelor's degree in science from Northern Illinois University, a master's degree in geography from Chicago State University and did postgraduate work at DePaul University and the University of Illinois, and with this wealth of knowledge was an educator in the Chicago Public School System, being nominated for the Chicago Board of Education Superior Teachers Award in 1980; and

WHEREAS, Frederick Owens moved with his family to Orland Park in 1972 and immediately became active in the public arena by working as the Director of Legislative Research for the State Office of Public Instruction from 1971 -- 1973 and by being a member of the Orland Park School District 135 School Board for the next two years; and

WHEREAS, Prior to his election as Mayor, Frederick Owens was a town trustee for four years, and as Mayor of Orland Park garnered an impressive list of accomplishments, including bringing Lake Michigan water to Orland Park, naming the Orland Park area as a High Tech Corridor of Opportunity by the Argonne Regional Consortium, and developing the happy hour ban for the village; and

WHEREAS, Frederick Owens, because of his work in limiting the alcoholic drink promotion in Orland Park, was given the Alliance Against Intoxicated Motorists Award; and

WHEREAS, Frederick Owens, being a great history buff, was an active member of the Orland Park Historical Society and raised money for it by operating the Owens Open golf outing annually; and

WHEREAS, Frederick Owens was a social, involved, active and warm individual and as such touched the lives of many; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled here this twentieth day of May, 1992, do hereby commemorate Frederick Owens as a dedicated public servant and leader in the education community and for being a dear husband, father and grandfather, and do hereby extend our deepest condolences to his family, including his wife, Sally, his daughters, Marjorie, Mary Beth Pratl and Maura Kownacki, and three grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frederick Owens.

**TRIBUTE TO LATE ASSISTANT COOK COUNTY
PUBLIC DEFENDER MAUREEN REYNOLDS.**

WHEREAS, Almighty God in his infinite wisdom has called Maureen Reynolds to her eternal reward at the age of thirty-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Maureen Reynolds, a native of Evanston, was a woman of intelligence and character who loved life and lived it to the fullest; and

WHEREAS, Maureen Reynolds attended New Trier East High School, received a Bachelor of Arts degree from the University of Notre Dame and a law degree from the University of Illinois; and

WHEREAS, Upon receiving her law degree, Maureen Reynolds served as an Assistant Cook County Public Defender in the night narcotics court of Judge Ronald Himel at 2600 South California Avenue; and

WHEREAS, Maureen Reynolds was a warm and outgoing person who touched the lives of her many friends and colleagues; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled here this twentieth day of May, 1992, do hereby commemorate Maureen Reynolds for her fruitful life and many contributions, and do hereby extend our most sincere condolences to her family, including her sisters, Patricia Kirsch, Kari Potts, Dorothy O'Brien and Sharon, and her brother, Michael; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Maureen Reynolds.

**CONGRATULATIONS EXTENDED TO CITY OF CHICAGO BUREAU
OF FORESTRY COMMISSIONER STEVEN M. BYLINA ON
RECEIVING MORTON ARBORETUM AND ILLINOIS
CHAPTER OF THE INTERNATIONAL SOCIETY
OF ARBORCULTURE ARBORIST
CERTIFICATION.**

WHEREAS, Steven M. Bylina was presented with the Morton Arboretum and Illinois Chapter of the International Society of Arboriculture Arborist Certification; and

WHEREAS, Steven M. Bylina is an eighteen-year veteran of the City of Chicago Department of Streets and Sanitation's Bureau of Forestry and currently holds the title of Commissioner; and

WHEREAS, Steven M. Bylina directs a bureau of three hundred eighteen full-time employees with a budget of over Twelve Million Dollars and the overall responsibility for maintaining the City's urban forest, consisting of 450,000 trees; and

WHEREAS, Steven M. Bylina has been instrumental in creating a professional atmosphere for the Bureau of Forestry in which one hundred eleven employees have successfully been certified as arborists; and

WHEREAS, Because of Steven M. Bylina's efforts, the Bureau of Forestry has the greatest number of certified arborists in the State of Illinois and the City of Chicago Bureau of Forestry has been recognized as an accredited forestry department by the Society of Municipal Arborists; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, in meeting assembled here this twentieth day of May, 1992, do hereby congratulate Steven M. Bylina on his receiving the Morton Arboretum and Illinois Chapter of the International Society of Arboriculture Arborist Certification, and do hereby express our sincere gratitude to Steven M. Bylina for making the City of Chicago's Bureau of Forestry a nationally recognized and accredited department; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Steven M. Bylina.

**APPRECIATION EXTENDED TO FORMER CHICAGO CITY
ARCHITECT KENDALL J. FLEMING FOR HIS
CONTRIBUTIONS TO CITY OF CHICAGO.**

WHEREAS, Kendall J. Fleming recently left his position as the City Architect for the City of Chicago; and

WHEREAS, Mr. Fleming joined the City of Chicago in January, 1987 as the first African-American Assistant City Architect, then being promoted to the City Architect; and

WHEREAS, Mr. Fleming's position allowed him to use his considerable talents to provide technical assistance to the City of Chicago resulting in significant improvements for the City; and

WHEREAS, During his tenure with the City of Chicago, Mr. Fleming dedicated himself to the citizens of Chicago in the finest traditions of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this twentieth day of May, 1992 do hereby honor Kendall J. Fleming for his years of service and do hereby extend to him our sincere thanks and appreciation for his efforts and our best wishes for future success; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Kendall J. Fleming.

*HONOR ACCORDED MR. LEON M. LEDERMAN FOR
INTERNATIONAL LEADERSHIP IN HIGH-
ENERGY PHYSICS RESEARCH.*

WHEREAS, Leon M. Lederman will receive an Honorary Doctorate degree from Saint Xavier University on May 23, 1992; and

WHEREAS, A Doctor of Science, Honoris Causa will be awarded to Leon M. Lederman for his outstanding contributions in the fields of physics and education; and

WHEREAS, Leon M. Lederman is an internationally renowned high-energy physicist and is Director Emeritus of Fermi National Laboratory and holds a joint appointment at the University of Chicago as the Frank E. Sulzberger Professor and as a member of the Enrico Fermi Institute; and

WHEREAS, Leon M. Lederman is a native of New York City, and a 1943 graduate of the City College of New York, majoring in chemistry and minoring in physics; and

WHEREAS, Leon M. Lederman served his country by entering the United States Army in 1943 and was promoted to First Lieutenant in the Signal Corps before being honorably discharged in 1946; and

WHEREAS, Leon M. Lederman has been associated with the distinguished Columbia University in the City of New York for over thirty years, served as Director at Nevis Laboratory from 1961 until 1978, conducted research at various laboratories throughout the world and has served as Science Advisor to the Governor of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this twentieth day of May, 1992 do hereby honor Leon M. Lederman for his international leadership in high-energy physics research and congratulate him on receiving a Doctor of Science, Honoris Causa from Saint Xavier University and wish him well in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Leon M. Lederman.

*HONOR ACCORDED MR. ANDREW J. MCKENNA FOR
OUTSTANDING LEADERSHIP IN BUSINESS
COMMUNITY.*

WHEREAS, Andrew J. McKenna will receive an Honorary Doctorate degree from Saint Xavier University on May 23, 1992; and

WHEREAS, A Doctor of Public Service, Honoris Causa will be awarded to Andrew J. McKenna for his outstanding contributions to the sports and business community in Chicago; and

WHEREAS, Andrew J. McKenna is President and Chief Executive Officer of Schwartz Paper Company, a national distributor of paper packaging; and

WHEREAS, Andrew J. McKenna is a director of the Chicago Bears Football Club, Chicago National League Ball Club, Inc. (Chicago Cubs), and former Chairman of the Chicago White Sox; and

WHEREAS, In 1951, Andrew J. McKenna received a Bachelor of Science degree in business administration and marketing from the University of Notre Dame and has been a Trustee of Notre Dame since 1980; and

WHEREAS, Mr. McKenna is a 1954 graduate of DePaul University Law School where he received a Doctor of Jurisprudence; and

WHEREAS, Mr. McKenna recently served as Chairman of the DePaul University College of Commerce Advisory Council; and

WHEREAS, Mr. McKenna's commitment to the community is exemplified by his many directorships including Children's Memorial Hospital, Big Shoulders Fund of the Archdiocese of Chicago and the Museum of Science and Industry; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this twentieth day of May, 1992 do hereby honor Andrew J. McKenna for his outstanding leadership in the business community and his support of sports and community organizations throughout the City of Chicago and congratulate him on receiving a Doctor of Public Service, Honoris Causa from Saint Xavier University and wish him well in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Andrew J. McKenna.

**HONOR EXTENDED TO MS. CLARE M. MUNANA FOR
SERVICE AS EXECUTIVE DIRECTOR OF
FINANCIAL RESEARCH AND
ADVISORY COMMITTEE
OF CITY OF CHICAGO.**

WHEREAS, Clare Munana has announced her resignation as Executive Director of the Financial Research and Advisory Committee; and

WHEREAS, Ms. Munana, a women of intelligence and character, has been a loyal and dedicated executive director of the Financial Research and Advisory Committee since 1987; and

WHEREAS, Ms. Munana's position allowed her to use her considerable talents to provide technical assistance to the City of Chicago resulting in significant financial and management improvements for the city; and

WHEREAS, During her tenure with the Financial Research and Advisory Committee, Ms. Munana dedicated herself to the citizens of Chicago in the finest traditions of public service; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled here this twentieth day of May, 1992 do hereby honor Clare M. Munana for her years of service and do hereby extend to her our sincere thanks and appreciation for her efforts and our best wishes for future success; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Clare M. Munana.

**HONOR AND CONGRATULATIONS EXTENDED TO
MS. KATHY OSTERMAN FOR HER OUTSTANDING
CIVIC LEADERSHIP AND RECEIPT OF
HONORARY DOCTORATE IN
PUBLIC SERVICE.**

WHEREAS, Kathy Osterman will receive an Honorary Doctorate degree from Saint Xavier University on May 23, 1992; and

WHEREAS, A Doctor of Public Service, Honoris Causa will be awarded to Kathy Osterman for her many contributions to the City of Chicago; and

WHEREAS, In 1981 Kathy Osterman served as a supervisor for the Cook County States Attorney's Office Community Unit where she helped develop victim and witness support programs and coordinated citizen task forces to deal with the crucial issues of domestic violence, child abuse and drugs; and

WHEREAS, Kathy Osterman was elected Alderman of the City's 48th Ward in 1987 and took an active role in community organizations; and

WHEREAS, In 1989 Mayor Richard M. Daley appointed Kathy Osterman to the position of Executive Director of the Mayor's Office of Special Events; and

WHEREAS, Kathy Osterman has had tremendous success in attracting visitors and entertaining the citizens of Chicago over the past several years with a wide variety of major music festivals featuring Blues, Jazz, Gospel, Country and Latin music and over seventy much-loved neighborhood festivals, including the Taste of Chicago; and

WHEREAS, Under Kathy Osterman's direction, the Chicago Film Office has broken all records in attracting and assisting Hollywood filmmaking in Chicago; and

WHEREAS, Kathy Osterman has exhibited a great commitment to the community throughout her twenty-six year career as a civic volunteer and office holder; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this twentieth day of May, 1992 do hereby honor Kathy Osterman for her outstanding civic leadership and congratulate her on receiving a Doctor of Public Service, Honoris Causa from Saint Xavier University and wish her well in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Kathy Osterman.

**CONGRATULATIONS EXTENDED TO GOODMAN THEATRE
ON RECEIPT OF 1992 TONY AWARD FOR
OUTSTANDING REGIONAL THEATRE.**

WHEREAS, The Goodman Theatre is being honored with a 1992 Tony Award for Outstanding Regional Theatre; and

WHEREAS, The Goodman Theatre, now in its sixty-seventh year, was one of the first regional theatres; and

WHEREAS, The Goodman Theatre has achieved a stunning standard of excellence for which it has been internationally recognized; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this twentieth day of May, 1992 do hereby congratulate the Goodman Theatre, its Chairman, Irving G. Markin; Roche Schulfer, its Producing Director for the past nineteen seasons; and Robert Falls, Artistic Director since 1986, on receiving the 1992 Tony Award for Outstanding Regional Theatre and express our sincere gratitude to the Goodman Theatre for its artistic and cultural contributions; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the Goodman Theatre.

SAINT JOHN THE BAPTIST MELKITE CATHOLIC CHURCH
HONORED ON OCCASION OF ITS ONE HUNDRETH
ANNIVERSARY IN CHICAGO AND WELCOME
EXTENDED TO PATRIARCH
MAXIMOS V.

WHEREAS, The Melkite Catholic Church will celebrate the one hundredth anniversary of its establishment in Chicago this July; and

WHEREAS, The Melkite Church, which has three million members world-wide, was established in Chicago in 1892 with the founding of Saint John the Baptist Church; and

WHEREAS, The Church remained in Chicago until 1968, when it was forced to move to Northlake; and

WHEREAS, In concurrence with its one hundredth anniversary, Saint John the Baptist Church will host the thirty-third annual National Melkite Convention, which will be attended by Patriarch Maximos V, the Melkite spiritual leader who is second in hierarchy to the Pope; and

WHEREAS, During its century in Chicago, the Melkite Catholic Church has contributed immeasurably to the city's spiritual and cultural richness; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twentieth day of May, 1992 do hereby honor the Saint John the Baptist Melkite Catholic Church on the occasion of its one hundredth anniversary in Chicago, and do hereby welcome Patriarch Maximos V to the city; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

Presented By

ALDERMAN JONES (15th Ward):

TRIBUTE TO LATE MRS. DOTTIE LUCILLE LEAK.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. A. R. Leak, Sr., wife and inspiration to one of Chicago's finest religious and business leaders; and

WHEREAS, The former Dottie Lucille Steger, a native of Brownsboro, Alabama, was joined in holy matrimony to Andrew Robert Leak on December 24, 1932. Her husband founded and organized Saint Andrews Temple where she was a faithful member and was loved by all as First Lady of the Church. She also worked diligently in helping her husband build the A. R. Leak Funeral Home and other enterprises; and

WHEREAS, A symbol of love and strength and family life, Mrs. Dottie Lucille Leak leaves to mourn, her beloved husband; four sons: Edward, Andrew, Jr., Leon and Spencer; three daughters-in-law: Alberta, Marquita and Henrietta; fourteen grandchildren; great-grandchildren and a host of other relatives and friends; and

WHEREAS, Mrs. Dottie Lucille Leak was widely known, respected and loved for her quiet manner, her loving smile and her unswerving devotion to her family and to community service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby express our sorrow on the passing of Mrs. Dottie Lucille Leak, 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 Reverend A. R. Leak, Sr., and family.

Presented By

ALDERMAN STREETER (17th Ward):

TRIBUTE TO LATE MRS. BOBBIE JEAN RICHARD.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. Bobbie Jean Richard, the beloved daughter of Azzle L. Bryles and the late Casey Weber; and

WHEREAS, Bobbie was the third of eight children. She was born in Scott, Arkansas. Bobbie confessed her belief in Christ and was baptized at Pleasant Grove Baptist Church in Scott; and

WHEREAS, On May 24, 1950, Bobbie married Leonard Richard to whom she remained married for forty-two years. To this union ten children were born: Linda, Pam, Rosemary, Leonard Jr., Bonnie, Lawrence, Anthony -- three boys preceded her in death: twin boys at birth and Ronnie at nine years of age; and

WHEREAS, Bobbie, Leonard and their small family moved to Chicago in May, 1956, where she provided a life of love, understanding and a college education for all of her children; and

WHEREAS, Bobbie Jean answered the final call to Christ on April 30, 1992, she will forever remain alive in the memory of her husband, children, 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 twentieth day of May, 1992, A.D., do hereby express our sorrow on the passing of Bobbie Jean Richard, 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 the family of Bobbie Jean Richard.

**HONOR ACCORDED REVEREND CARSIE EARL BARNES, JR.,
PASTOR OF THE ANTIOCH BAPTIST CHURCH, FOR
HIS MANY YEARS OF SPIRITUAL GUIDANCE.**

WHEREAS, Carsie Earl Barnes, Jr. was the first of twelve children born

to the late Carsie Earl and Earline Barnes January 8, 1937 in Prentiss, Mississippi; and

WHEREAS, Carsie married Mary Yvonne Ray, August 23, 1964. He is the proud father of three; and

WHEREAS, Carsie received his formal education from several institutions. He was a graduate of Dunbar Vocational High School, attended Central Y.M.C.A. College, Prentiss Institute, Moody Bible School and is an alumni of Chicago Baptist Institute; and

WHEREAS, Reverend Barnes was divinely called to the ministry. He preached his first sermon and was licensed on the third Sunday in January, 1969 at the Saint Paul Baptist Church. He was called to the Antioch M. B. Church in December, 1969 and was then ordained by the late Reverend J. J. Taylor, Pastor of the Saint Paul Baptist Church; and

WHEREAS, Pastor Barnes has chaired and co-chaired the Simultaneous Revival of the Baptist Pastor's Conference. He was Third and First Vice-Moderator of Salem Baptist District Association; Program Chairman of the Baptist Pastor's Conference and a member of various local, district, state and national committees; and

WHEREAS, Reverend Barnes is presently Moderator of the Salem Baptist District Association; Chairman of the Advisory Board of Metro Ministries; Chairman of the Home Mission Drive of Baptist General State Convention of Illinois, Incorporated of the National Baptist Convention and Commissioner of Finance; and

WHEREAS, The membership of Antioch Baptist Church is taking this time to honor our Pastor, Reverend C. E. Barnes, Jr. for his guidance and his many accomplishments for the past twenty-three years. Many projects and auxiliaries have been accomplished and organized under his leadership; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council gathered here this twentieth day of May, 1992, A.D., do hereby honor Reverend Carsie Earl Barnes, Jr. for his contributions to his community, Chicago and the nation; and

Be It Further Resolved, That a copy of this resolution be presented to Reverend C. E. Barnes, Jr. and his church family.

*HONOR ACCORDED TO REVEREND H. B. BRADY, PASTOR OF
CHRISTIAN HOPE CHURCH, FOR HIS MANY YEARS
OF SPIRITUAL GUIDANCE AND PORTION OF
WEST 76TH STREET DESIGNATED
"DR. H. B. BRADY DRIVE".*

WHEREAS, In the State of Mississippi, County of Adams, City of Natchez, May 29, 1903, was born a boy child, named Hezekiah B. by his proud parents Steve and Emerline Brady; and

WHEREAS, At the very tender age of twelve, Hezekiah realized that God had a special mission for him. He had an overwhelming desire to know the will of God. This desire led him to search the scriptures to understand what "thus saith the Lord". For even at the age of twelve, he understood Hosea 6:4, "my people are destroyed for the lack of knowledge"; and

WHEREAS, Hezekiah was converted and joined the Pleasant Green M. B. Church. He took an active role in this church teaching Sunday School and later became a deacon. At the age of seventeen, God moves in mysterious ways His wonders to perform -- like Moses -- God was preparing him. His commitment to the improvement and expansion of the kingdom was absolute; and

WHEREAS, In 1921, Hezekiah married Aquilla, moved to Clarksdale, Mississippi, became a merchant and served his fellow man. They later moved to Chicago, Illinois; and

WHEREAS, In 1932, Brother Hezekiah met with several other Sisters and Brothers to resurrect a church which had been inactive for five years. None of those present knew they were organizing the genesis of a Black institution which would be thriving sixty years later. After one year Reverend Thompson who was elected pastor, resigned leaving the church without a pastor. Following much prayer, Hezekiah accepted the call to preach and was recommended by the Deacon Board in December, 1933 to become the new pastor; and

WHEREAS, In January of 1934, Reverend H. B. Brady, assumed the pastorate of the church. The church activities expanded, membership grew, souls were saved, physical bodies were healed. There was a need for larger facilities. The church moved from 3746 South State Street to 3672 South Wabash Avenue to 4338 South Prairie Avenue to its present location at 7559 South Aberdeen Street; and

WHEREAS, Pastor Brady has always been concerned about the "total man". This idea was reflected in all his endeavors. Venturing on his belief that man should live under his own vine and fig tree, in 1946 he organized

seven young men and purchased a Food Mart at 6130 South Wentworth Avenue. The Y.M.B.C. (Young Men Business Club) Food Mart became a place where the members could purchase food and learn about the art of business management. Ten years later a vision was given to the pastor to form the "Improvement and Welfare Association of America". The focus of the organization was to improve the economic standards of Black people. Having recognized their groans and suffering, the pastor set out to address their needs. Land was bought in Momence, Illinois along with tractors and other equipment. Men and women were organized to grow produce, raise chickens and hogs for marketing. The Association began to grow broom stalks from which they manufactured brooms; and

WHEREAS, In 1958, the pastor and church suffered a great loss in the passing of his wife, Aquilla. In 1960, he met and married Katie who also answered God's calling to her eternal reward in January of 1992; and

WHEREAS, Through Pastor Brady's leadership and his philosophy of addressing the "total man" members of the church have opened and operated a cleaners and laundry, supermarket, child care center and kindergarten, an apartment building and a multipurpose facility at 8357 South Halsted Street; and

WHEREAS, Christian Hope Church moved to its present location at 7559 South Aberdeen Street in February 1964. We as members are so grateful to God for our Pastor and his accomplishments. He has made such a great difference in our community that we want to give him his flowers while he lives by honorarily naming West 76th Street from South Halsted Street to South Racine Avenue, "Dr. H. B. Brady Drive"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twentieth day of May, 1992, do hereby honor Dr. H. B. Brady for his many accomplishments and service to the community, the City of Chicago, and the nation; and

Be It Further Resolved, That a copy of this resolution be presented to Dr. H. B. Brady and his church family.

Presented By

ALDERMAN RUGAI (19th Ward):

**CHICAGO PARK DISTRICT BOARD OF COMMISSIONERS
MEMORIALIZED TO RENAME RIDGE PARK
SWIMMING POOL IN HONOR OF LATE
MICHAEL J. HOWLETT.**

WHEREAS, Michael J. Howlett, was born and raised on the west side of the City of Chicago; and

WHEREAS, Michael Howlett served the people of the State of Illinois for twelve years as the State Auditor and for four years as the Secretary of State; and

WHEREAS, Michael Howlett also served as an executive for the Chicago Park District; and

WHEREAS, In his youth, Michael Howlett was a champion swimmer at Saint Mel's High School and was an All-American in water polo for the Illinois Athletic Club; and

WHEREAS, In appreciation for the many years of dedicated service that Michael Howlett unselfishly bestowed upon the citizens of the State of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled here this twentieth day of May, 1992, do hereby memorialize the Chicago Park District Board of Commissioners to rename the Ridge Park Swimming Pool in honor of Michael J. Howlett; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Superintendent of the Chicago Park District.

**CONGRATULATIONS EXTENDED TO CHICAGO CROSSING
GUARD DOROTHY GANNON FOR HER MANY YEARS OF
DEDICATED SERVICE TO CHILDREN OF CHICAGO.**

WHEREAS, Crossing Guard Dorothy Gannon has served the children of Chicago as a dedicated member of the Chicago Police Department for thirty-two years; and

WHEREAS, Dorothy Gannon was born Dorothy O'Connor on May 13, 1920 and remains a life long resident of the south side of Chicago; and

WHEREAS, Dorothy was married to Frank Murphy on October 21, 1944 until his death on July 15, 1968. They were the proud parents of Dan, Maureen, Kathy and Mary Margaret (deceased). Dorothy is the loving grandmother of seven grandchildren; and

WHEREAS, Dorothy is presently married to Walter P. Gannon since their marriage on July 31, 1971; and

WHEREAS, Dorothy's first assignment as a crossing guard was the Chicago Lawn Station on September 8, 1960 and after various assignments she is currently crossing the children in the 22nd District in Morgan Park; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, do hereby congratulate Crossing Guard Dorothy Gannon for her many years of dedicated service to the young children of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Crossing Guard Dorothy Gannon.

**CONGRATULATIONS EXTENDED TO MR. VINCE SHERIDAN
ON NOMINATION AS CRAIN'S CHICAGO BUSINESS'
"EXECUTIVE OF THE YEAR".**

WHEREAS, Vince Sheridan has been nominated for Crain's Chicago Business' "Executive of the Year"; and

WHEREAS, Vince has been the president of the association for the past three years and has been active in civic and business organizations in the community for many years; and

WHEREAS, Vince has been a travel agent since 1956 and began his own agency, Custom Travel, in 1961; and

WHEREAS, Vince is the Chairman of the 95th Street Special Service Area Commission and is on the Board of Directors of the Beverly Ridge Homeowners Association; and

WHEREAS, He is also been very involved with the Boy Scouts, serving as District Chairman and currently as the Assistant Vice-President of the Chicago Area Council; and

WHEREAS, Vince is a National Director of the American Society of Travel Agents and Vice-Chairman of the Midwest Chapter of the Pacific Asian Travel Association; and

WHEREAS, Vince Sheridan has a deep sense of commitment to the residential and business community in Beverly Hills/Morgan Park and is an outstanding Chicago citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this twentieth day of May, 1992, do hereby congratulate Vince Sheridan as the "Executive of the Year" and extend our best wishes for good health and a long life; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Vince Sheridan.

CONGRATULATIONS EXTENDED TO MR. AND MRS. GLENN
TALLEY ON THEIR FIFTY-FIRST WEDDING
ANNIVERSARY.

WHEREAS, Glenn and Mary Talley will celebrate their fifty-first wedding anniversary on October 4, 1992; and

WHEREAS, Glenn and the former Mary Fahey were married on October 4, 1941, at Saint Carthage Rectory in Chicago; and

WHEREAS, Mr. and Mrs. Talley have been residents of the Oak Lawn area for eight years and residents of Mount Greenwood for thirty-two years. They are founding members of Queen of Martyrs Parish; and

WHEREAS, The union of their marriage brought their fine family into the world, one daughter: Kathryn A., who is married to Dr. Michael B. Ainslie; and

WHEREAS, Glenn and Mary are the proud grandparents of three grandsons: Peter, Nicholas and Joseph; and

WHEREAS, Glenn retired from United States Steel in 1981 after twenty-eight years of employment, and Mary retired from Christ Hospital in 1977

after ten years employment as a Licensed Practical Nurse; she had previously been employed for twenty-five years as a dental assistant; and

WHEREAS, A one hundred forty-six single-family development was named in honor of Mr. and Mrs. Talley, being called "Talley's Corner", a tribute the Talley's were extremely proud to receive; and

WHEREAS, Mr. and Mrs. Talley have been very active in numerous organizations throughout their fifty-one years of marriage including many volunteer hours at Queen of Martyrs Parish and in the Mount Greenwood Area; and

WHEREAS, Glenn and Mary exemplify the goals to which we all aspire, typifying the togetherness, warmth and mutual accomplishments that are the key factors in the inevitable fifty-one years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago gathered here this twentieth day of May, 1992, do hereby congratulate Glenn and Mary Talley on their fifty-first 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 Glenn and Mary Talley.

Presented By

ALDERMAN TROUTMAN (20th Ward):

**CONGRATULATIONS EXTENDED TO REVEREND VESTA L. DIXON
AND EVENING STAR MISSIONARY BAPTIST CHURCH
FOR DEDICATED SERVICE.**

WHEREAS, Evening Star Missionary Baptist Church, one of the great south side's most outstanding religious institutions, is celebrating twenty-five years of dedication to God on Sunday, May 17, 1992; and

WHEREAS, The congregation at Evening Star Missionary Baptist Church is currently being led by Pastor Vesta L. Dixon, who diligently and devotedly follows in the footsteps of the church's founder, Reverend Woodrow Armstrong; and

WHEREAS, Highly supportive of its grateful community, Evening Star Missionary Baptist Church provides numerous beneficial services, including, but never limited to: outreach ministry, after-school testing and school achievement programs, youth recreational activities, problem referrals, counseling, and programs for persons of all ages and walks of life; and

WHEREAS, The leaders of this great City are cognizant of the debt we owe our religious institutions and their dynamic leaders; 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 twentieth day of May, 1992, do hereby congratulate Reverend Vesta L. Dixon and his Evening Star Missionary Baptist Church on twenty-five years of outstanding, dedicated service to our south side community, and extend to this great leader and his congregation our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Vesta L. Dixon.

Presented By

ALDERMAN LASKI (23rd Ward):

**CONGRATULATIONS EXTENDED TO REVEREND ROBERT J. KASH
ON FORTIETH ANNIVERSARY OF HIS ORDINATION
INTO PRIESTHOOD.**

WHEREAS, Reverend Robert J. Kash, currently the pastor of Saint Fabian Parish in Bridgeview, is celebrating the fortieth anniversary of his Ordination at a special Mass of Thanksgiving May 30, 1992; and

WHEREAS, Father Robert J. Kash was born on Chicago's great southwest side, September 16, 1925, and has spent his entire life in the Chicagoland area. He was educated at Saint Bruno Elementary School, Quigley Preparatory Seminary and Saint Mary of the Lake Seminary in Mundelein, where he was ordained May 1, 1952; and

WHEREAS, Throughout his four decades as a priest, Father Robert J. Kash has served thousands of people in Saint Joseph Parish in the "Back of the Yards" neighborhood, Saint Florian Parish in Hegewisch, Saint Wenceslaus Parish in Chicago, Saint Michael Parish and Saints Peter and

Paul Parishes in South Chicago, Saint Gabriel and Saint Pascal Parishes in Chicago and Saint Fabian Parish; and

WHEREAS, In addition to his pastorate, Father Robert J. Kash has been assigned to the Metropolitan Tribunal as Advocate-Judge, and administrator of Pre-Cana Conferences; and

WHEREAS, In the past forty years, Father Robert J. Kash has carried all his duties in a caring, professional and loving manner, making lasting friendships with parishioners all over Chicagoland. Also, he was instrumental in planning, fund raising, building and dedicating the new and beautiful Saint Fabian Church in Bridgeview; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby express our gratitude and our congratulations to Reverend Robert J. Kash as he celebrates forty dedicated and productive years in the priesthood, and extend to this fine spiritual leader our best wishes for all future success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Robert J. Kash.

**CONGRATULATIONS EXTENDED TO REVEREND
PAUL B. MARZALEK ON FORTIETH
ANNIVERSARY OF HIS
ORDINATION INTO
PRIESTHOOD.**

WHEREAS, Reverend Paul B. Marszalek, pastor of Saint Jane de Chantal Church on Chicago's great southwest side, is celebrating the fortieth anniversary of his ordination; and

WHEREAS, Father Paul B. Marszalek was born September 17, 1926, and raised on the southwest side, and has spent his entire life in the Chicagoland area. He was educated at Five Holy Martyrs School, Quigley Preparatory Seminary and Saint Mary of the Lake Seminary, where he was ordained May 1, 1952; and

WHEREAS, Throughout his four decades as a priest, Father Paul B. Marszalek has served thousands of people at Transfiguration Church, Assumption Church, Immaculate Conception Church in South Chicago, Saints Cyril and Methodius Church and, since July, 1978, at Saint Jane de

Chantal, where he succeeded parish founder, Reverend John A. Ward, as pastor; and

WHEREAS, A holder of a Master of Arts Degree in Classical Languages (University of Notre Dame, 1965) Father Paul B. Marszalek has also taught many years at Quigley South, his subjects being Latin, Greek, Polish and religion; and

WHEREAS, In the past forty years, Father Paul B. Marszalek has performed all his duties in a caring, professional and loving manner, making lasting friendships with his parishioners. In 1990, Father Marszalek was appointed for a third six-year term as pastor of Saint Jane de Chantal; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby extend our gratitude and our congratulations to Reverend Paul B. Marszalek as he celebrates forty dedicated and productive years in the priesthood, and express to this fine spiritual leader our best wishes for all future success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Paul B. Marszalek.

Presented By

ALDERMAN MEDRANO (25th Ward):

**JUNE 12 AND 13, 1992 DECLARED "JOSEPH T. RYERSON
& SON, INC., DAYS IN CHICAGO" IN HONOR OF ITS
ONE HUNDRED FIFTIETH ANNIVERSARY.**

WHEREAS, Joseph T. Ryerson & Son, Inc., the nation's largest industrial service center organization with plants in thirty United States cities, was founded on the banks of the Chicago River in 1842, at what is now Clark Street and Wacker Drive, and is thus one hundred fifty years old; and

WHEREAS, Joseph T. Ryerson & Son, Inc., is celebrating this unique and triumphant anniversary June 12 and 13, 1992; and

WHEREAS, Joseph T. Ryerson & Son, Inc., has a history concurrent with the City of Chicago's history. Like our great City, this towering company has survived the Great Fire of 1871, as well as war and depression. It has

also survived political upheaval and fierce competition to become one of Chicago's mightiest businesses; and

WHEREAS, The growth of Joseph T. Ryerson & Son, Inc., is a tribute to the foresight and spirit of its founder after whom it is named, and to the hard work and dedication of successive generations of Ryerson men and women. Its headquarters center at West 16th and South Rockwell Streets symbolizes strength and solidity; and

WHEREAS, From an iron store in 1942, Ryerson has become the nation's largest distributor of steel, aluminum, nickel alloys, copper, brass and industrial plastics. The company employs over four thousand people and serves some one hundred thousand customers. Chicago is indeed proud of Joseph T. Ryerson and his successors who have not only prospered here, but have provided service of a surpassing quality and who continue to contribute great stability to our City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby declare that June 12 and 13, 1992, be known as "Joseph T. Ryerson & Son, Inc., Days In Chicago" in honor of this most venerable company which celebrates its one hundred fiftieth anniversary at that time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joseph T. Ryerson & Son, Inc..

Presented By

**ALDERMAN MEDRANO (25th Ward)
And OTHERS:**

**GOVERNOR JAMES EDGAR AND ILLINOIS GENERAL ASSEMBLY
MEMORIALIZED TO FUND GENERAL ASSISTANCE AT
BENEFIT LEVEL EXISTING AS OF JUNE 30, 1991.**

A resolution, presented by Aldermen Medrano, Mazola, Preckwinkle, Bloom, Steele, Dixon, Shaw, Buchanan, Huels, Fary, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Giles, O'Connor, Eisendrath, Hansen, Shiller, Schulter, M. Smith and Moore, reading as follows:

WHEREAS, The General Assistance program has long been a major part of the social "safety net" that protects all of our citizens from personal financial disaster; and

WHEREAS, Until recently General Assistance has provided medical assistance and minimal financial support for approximately sixty thousand Chicagoans who had no other means of support; and

WHEREAS, As a result of legislation enacted by the State of Illinois in 1991, all individual recipients of General Assistance have been deprived of hospital coverage; and

WHEREAS, Pursuant to that same legislation, those recipients classified as "employable" have been limited to nine months assistance during the fiscal year that began on July 1, 1991, and will be limited to only six months' assistance during the fiscal year beginning July 1, 1992; and

WHEREAS, Because of the 1991 reductions in General Assistance, approximately sixty thousand Chicagoans will be deprived of all assistance for six months out of each year; and

WHEREAS, The Governor of the State of Illinois has proposed even more drastic reductions in General Assistance, so that, effective July 1, 1992, persons classified as "employable" would be completely and permanently deprived of benefits; and

WHEREAS, The classification as "employable" is meaningless, in that the unemployment rate in the State of Illinois exceeds the already high national average, and jobs that pay a living wage and provide medical coverage are not readily obtainable; and

WHEREAS, Experience in other states indicates that a government's withdrawal of General Assistance does not lead to an increase of stable employment for those affected by the withdrawal; and

WHEREAS, Prior to 1991, seventy-four percent of all General Assistance clients remained on the program for no more than two years before returning to productive employment, thus indicating the success of the program as an emergency measure to avert personal financial disaster; and

WHEREAS, Persons without incomes become financial burdens to their families, their friends and their communities, and may be driven to acts of desperation; and

WHEREAS, The financial costs of the withdrawal of General Assistance from sixty thousand people will include unpaid bills for medical service, hospitalization, psychiatric care and nursing home services, as well as excessive demand on the already overburdened resources of local public and

private social service agencies, food pantries, soup kitchens and emergency shelters, and additional expenses for police services, courts and prisons; and

WHEREAS, The human cost of withdrawing General Assistance includes increased illness without medical care, increased hunger without relief, increased homelessness without hope, and a likely increase in criminal activity, all of which will merely increase the financial cost far beyond any claimed savings from the withdrawal; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twentieth day of May, 1992, do hereby memorialize Governor Jim Edgar to withdraw his proposal to eliminate General Assistance for persons classified as "employable"; and

Be It Further Resolved, That we hereby memorialize the General Assembly to restore the General Assistance program to levels of benefits existing as of June 30, 1991, to be maintained on a full-year basis; and

Be It Further Resolved, That the City Clerk is hereby directed to transmit certified copies of this resolution to Governor Jim Edgar, the Clerk of the Illinois House of Representatives and the Clerk of the Illinois Senate.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

**JUNE 7 THROUGH 13, 1992 DECLARED "PUERTO RICAN
AIDS AWARENESS WEEK".**

WHEREAS, The highest number of AIDS 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 in Chicago annually celebrates a week of national pride in recognition of its cultural and ethnic heritage; and

WHEREAS, AIDS awareness and educational outreach efforts can be greatly aided by being presented at events such as the Annual Puerto Rican Day Parade and celebration; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, do hereby declare that June 7th through June 13th be known as "Puerto Rican AIDS Awareness Week".

Presented By

**ALDERMAN GUTIERREZ (26th Ward) And
ALDERMAN SUAREZ (31st Ward):**

**JUNE 20, 1992 DECLARED "PUERTO RICAN
CHILDREN'S FESTIVAL DAY".**

WHEREAS, The Puerto Rican American Children's Festival has helped to promote and develop the culture and traditions of Puerto Rico among the children of Chicago for over five years; and

WHEREAS, They have assisted talented children to receive counseling and tutoring in an effort to stimulate and obtain their maximum educational potential; and

WHEREAS, They have also assisted in giving aid to help solve the socio-economic problems of these children's families; and

WHEREAS, They have provided alternative programs to children to help curb dangerous drug, crime and gang formations; and

WHEREAS, They have the support of such organizations as: The Puerto Rican Parade Committee, Casa Central, The Puerto Rican Chamber of Commerce, Aspira of Illinois, the National Puerto Rican Forum and others; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in meeting this twentieth day of May, 1992, do hereby declare June 20, 1992 "Puerto Rican Children's Festival Day In Chicago".

Presented By

ALDERMAN HENDON (27th Ward):

**TRIBUTE TO LATE CHICAGO ALDERMAN
WILLIAM C. HENRY.**

WHEREAS, The almighty God in his infinite and profound wisdom has called to his eternal rest, our friend and associate, the late William "Bill" Henry; and

WHEREAS, "Bill", as he was commonly known, grew up on the west side of Chicago and at a very early age immersed himself in local politics and continued in that vein until his death; and

WHEREAS, William "Bill" Henry studied hard and become skillful in the art of politics, so much that many called him, in his own words, "A Master of the Game"; and

WHEREAS, William "Bill" Henry lived politics as he lived his life, that is, with vigor, vitality, fanfare, enthusiasm and gusto, squeezing out, or extracting from it, all that he felt it had to offer; and

WHEREAS, "Bill" Henry was quick-witted, articulate, glib, a skilled debater, quick on his feet, a rapid talker, flashy dresser, and filled with humor, all of which he used adroitly to achieve and accomplish his objectives; and

WHEREAS, William "Bill" Henry was talented, tough and tenacious, had a captivating style, never went any place where you did not know he was there; and

WHEREAS, William "Bill" Henry worked and weaved his way up the political ladder from office boy to assistant precinct captain, to precinct captain, to state representative, to ward committeeman, and finally to the coveted position of alderman, and an intimate of the Mayor, during the Honorable Eugene Sawyer's administration; and

WHEREAS, William "Bill" Henry loved life, loved politics, loved his people, and especially, the Lawndale community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twentieth day of May, 1992, do mourn the passing of our colleague William "Bill" Henry, take note of the impact he has had on his community and the lives of many people, offer our condolences to his loving mother, whom he often quoted, to Leslie, his children, and to other members of his family and we ask that the almighty God, the King of kings, ruler of the universe will have mercy on his soul.

Presented By

ALDERMAN BIALCZAK (30th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
WALTER BERNAL ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Walter Bernal, respected citizens of Chicago's great 30th Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, The former Adeline Wrobel and Walter Bernal were married June 6, 1942, at Saint John of God Church at 52nd and Throop Streets, and represent the strength and solidity of a happy union. They have three children: Mrs. Claudine (Fred) Magiera, Dennis (Jean) Bernal and Nancy Bernal; and two grandchildren, Mark Magiera and Michele Bernal. They all join together with relatives and friends to celebrate this great occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, do hereby congratulate Mr. and Mrs. Walter Bernal as they celebrate their golden wedding anniversary, and extend to these fine citizens and their family our very best wishes for continuing happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Walter Bernal.

Presented By

ALDERMAN AUSTIN (34th Ward):

**CONGRATULATIONS EXTENDED TO MR. DERRICK HAMPTON
FOR OUTSTANDING ACT OF BRAVERY.**

WHEREAS, On Saturday, May 16, 1992, at the intersection of West 111th Street and South Stewart Avenue, a three-car collision occurred which was, from all appearances, caused by recklessness on the part of one of the drivers; and

WHEREAS, When that driver attempted to flee the scene in his car, Mr. Derrick Hampton, who lives on South Eggleston Avenue in the great 34th Ward of the City of Chicago, chased the suspect in his own car. With no thought to his own safety and well-being, Derrick Hampton succeeded in curbing the suspect with his car and holding him for the period of time it took the police to arrive on the scene, and consequently the suspect was apprehended by the authorities; and

WHEREAS, This outstanding act of bravery by Derrick Hampton deserves commendation from the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby extend our gratitude and our congratulations to Mr. Derrick Hampton on his bravery, his swift thinking and his display of concern in aiding in the apprehension of a reckless driver, and we extend to this fine citizen our gratitude and our very best wishes; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Derrick Hampton.

**CONGRATULATIONS EXTENDED TO DR. RANDOLPH W. MOORE,
PASTOR OF INTERNATIONAL DELIVERANCE CENTER
CHURCH OF GOD IN CHRIST, FOR HIS MANY YEARS
AS OUTSTANDING SPIRITUAL LEADER.**

WHEREAS, Dr. Randolph W. Moore, Founder and Pastor of the International Deliverance Center Church of God in Christ, has extended great spiritual influence to many thousands of persons through his radio ministry and has achieved an excellent reputation as a caring and committed religious leader; and

WHEREAS, Dr. Randolph W. Moore, a native of Little Rock, Arkansas, came to Chicago with his family in 1946, attended William Penn Elementary and Parker High Schools, and first sought a career as an athlete. An injury to his leg cut his career short, but months of hospitalization gave him time for reflection, and he developed a solid spiritual foundation. He attended Moody Bible Institute and, later, Trinity College, where he received his doctorate; and

WHEREAS, In 1963, Dr. Randolph W. Moore became pastor of Tate Tabernacle Church on Chicago's great south side, and in a short time his congregation doubled and grew into what is now the International Deliverance Center Church of God in Christ. Known for his compassion and his intellect, Dr. Moore has summoned literally thousands to improve their spirits and to embrace a solid spiritual base. His lectures and sermons have not only been heard over several radio programs which circulate nationally, but also in his guest appearances in other churches and in Indiana as well as Illinois prisons; and

WHEREAS, The diligence and dedication of Dr. Randolph W. Moore are indicative of the highest standards of spiritual leadership; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby commend and congratulate Dr. Randolph W. Moore as one of our great City's towering spiritual leaders, and extend to this model citizen our very best wishes for continuing fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Randolph W. Moore.

Presented By

ALDERMAN WOJCIK (35th Ward):

**CONGRATULATIONS EXTENDED TO SISTER
NATALIE LAMOUREUX, O.P. FOR
OUTSTANDING SERVICE TO
STUDENTS AND PARENTS
OF OUR LADY OF
GRACE SCHOOL.**

WHEREAS, Sister Natalie Lamoureux, O.P. has been a member of the Dominican Sisters of Springfield, Illinois for the past twenty-four years; and

WHEREAS, Sister Natalie Lamoureux, O.P. has taught in elementary schools in Springfield, Aurora, Carrollton and Chicago; and

WHEREAS, Sister Natalie Lamoureux, O.P. has been principal of Our Lady of Grace School for the past eight years; and

WHEREAS, Sister Natalie Lamoureux, O.P. has been an inspiration to the many people of the community; and

WHEREAS, Sister Natalie Lamoureux, O.P. has, through her tireless leadership and determination to maintain high standards, encouraged constructive involvement with students, parents and all who come in contact with her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby express our gratitude to Sister Natalie Lamoureux, O.P. for the service she tendered to the community, the students and parents of Our Lady of Grace School and the City of Chicago and extend our best wishes in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Alderman Michael A. Wojcik for presentation to Sister Natalie Lamoureux, O. P.

Presented By

**ALDERMAN WOJCIK (35th Ward) And
ALDERMAN MURPHY (18th Ward):**

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
EDWARD NUNKER ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Edward and Helen Nunker were married fifty years ago in 1942; and

WHEREAS, Edward and Helen Nunker, through their love and dedication, have been an inspiration to their numerous friends and family members; and

WHEREAS, Edward and Helen Nunker have shown to all who know them the true meaning of their commitment to one another; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby extend to Edward and Helen Nunker our sincere congratulations on their fiftieth wedding anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Alderman Michael A. Wojcik for presentation to Mr. and Mrs. Edward Nunker.

Presented By

**ALDERMAN BANKS (36th Ward),
ALDERMAN CULLERTON (38th Ward) And
ALDERMAN LAURINO (39th Ward):**

**CONGRATULATIONS EXTENDED TO ILLINOIS CONGRESSMAN
FRANK ANNUNZIO ON HIS SELECTION AS "MAN OF
THE YEAR" BY JOINT CIVIC COMMITTEE OF
ITALIAN AMERICANS.**

WHEREAS, The Honorable Frank Annunzio, a Democrat and Member of the United States Congress from the 11th District of Illinois since 1964, is being declared "Man of the Year" by the Joint Civic Committee of Italian Americans at a special luncheon to be held June 13, 1992; and

WHEREAS, Congressman Frank Annunzio has had a distinguished and productive career representing part of our great City of Chicago in Washington and has been so respected for his tireless efforts on our behalf since his 1964 election that he has been successfully re-elected to Congress thirteen times; and

WHEREAS, A native of Chicago and a graduate of Crane Technical High School and DePaul University (B.S., 1940, M.A., 1942), Congressman Frank Annunzio was a teacher and educational director before entering the United States House of Representatives, and also from 1949 to 1952 he had served as Director of the Illinois Department of Labor; and

WHEREAS, The symbol of the strength and solidity of family life, Frank Annunzio and his lovely wife, Angeline, have been married since December 28, 1935; they have three daughters, seven grandchildren and two great-grandchildren; and

WHEREAS, Congressman Frank Annunzio's many successes and the esteem with which he is regarded by his fellows are indicated by innumerable awards and citations, of which "Man of the Year" by the Joint Civic Committee of Italian Americans is the latest; 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 twentieth day of May, 1992, do hereby extend our congratulations to the Honorable Frank Annunzio on having been deservedly selected as "Man of the Year" by the Joint Civic Committee of Italian Americans. We also express to this great citizen our gratitude and 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 Congressman Frank Annunzio.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MRS. ALTANAH BENZIGER CHULAY.

WHEREAS, God in his infinite wisdom has called to her eternal reward Altanah Benziger Chulay, wife of Mayor Frank Chulay of Lincolnwood; and

WHEREAS, Altanah Chulay was born in Chicago and spent a productive thirty-year career as an educator at Pulaski School, where she served as a teacher, an assistant principal and a guidance counselor. She was a graduate of Chicago Teachers College and received a graduate degree from Northeastern Illinois University; and

WHEREAS, A devoted wife, mother and grandmother, Altanah Benziger Chulay was married to Frank Chulay for some forty-eight years. Their union has yielded one son, Jeffrey; one daughter, Jill and two granddaughters, Kristi and Ami Dolgin. She will be sorely missed by her 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 twentieth day of May, 1992, A.D., do hereby express our sorrow on the death of Mrs. Altanah Benziger Chulay, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mayor Frank Chulay of Lincolnwood, Illinois.

Presented By

**ALDERMAN LAURINO (39th Ward),
ALDERMAN LEVAR (45th Ward) And
ALDERMAN CULLERTON (38th Ward):**

**MAY 16, 1992 DECLARED "POLICE LIEUTENANT
ROBERT MURRAY DAY IN CHICAGO".**

WHEREAS, Chicago Police Lieutenant Robert Murray, exemplifying "Chicago's Finest", has dedicated a long and productive career to the service of others; and

WHEREAS, A stalwart resident of Chicago's great northwest side, Lieutenant Robert Murray is now suffering a serious illness, and his many devoted friends and neighbors sponsored a benefit dance May 16, 1992, honoring this dynamic, selfless public servant; and

WHEREAS, Chicago Police Lieutenant Bob Murray has worked over a thirty-year period in the 13th, 14th, 16th and 24th Police Districts. Long active in the Youth Division, he also worked in the License Division, Intelligence Division and in the Area 3 and 6 Vice Divisions. In addition, for ten years he was coordinator for security at Soldier Field; and

WHEREAS, Bob Murray also served as Athletic Director at Saint Edward's Grammar School for thirty of the thirty-five years he worked there. During those years, he developed one of the most successful athletic programs in Chicago grammar schools, and introduced girls' softball and volleyball into Saint Edward's athletic program; and

WHEREAS, Chicago Police Lieutenant Robert Murray has been an active member of numerous societies and organizations, including the Catholic Youth Organization, the Illinois Police Association and many, many others. He serves on the Weber High School athletic board along with his three sons, who are graduates of this great school; and

WHEREAS, The leaders of this great City wish to join in the general commendation of Chicago Police Lieutenant Robert Murray; 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 twentieth day of May, 1992, do hereby declare that May 16, 1992 be known as "Police Lieutenant Robert Murray Day In Chicago" in tribute to a great citizen and outstanding public servant who has so selflessly dedicated his life to his fellow man; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Lieutenant Robert Murray.

Presented By

ALDERMAN DOHERTY (41st Ward):

TRIBUTE TO LATE JOHN JOSEPH NAUGHTON.

WHEREAS, God in his infinite wisdom has called to his eternal reward John Joseph Naughton, who would have graduated from Gordon Technical High School at the end of May, 1992; and

WHEREAS, John Joseph Naughton was born in Chicago, April 14, 1973, and lived here all of his short life. He graduated from Saint Juliana Elementary School in 1988; and

WHEREAS, At Gordon Tech, John Joseph Naughton was very popular among his classmates and was involved in the Co-op Program there and also managed the Rams Basketball Team in 1990; and

WHEREAS, It is especially sad when such a beloved and productive youth is taken away from us in his prime of life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby express our sorrow on the death of John Joseph Naughton, and extend our deepest sympathy to his parents, Mr. and Mrs. Thomas Naughton; his sister, Patricia; his brother, Thomas; his grandmother, Mrs. Bridget Lydon; his other relatives and many friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John Joseph Naughton.

**CONGRATULATIONS EXTENDED TO SIXTH GRADE STUDENTS
AT SAINT MARY OF THE WOODS SCHOOL FOR
PARTICIPATION IN AND COMPLETION OF
DRUG ABUSE RESISTANCE
EDUCATION PROGRAM.**

WHEREAS, Drug Abuse Resistance Education (D.A.R.E.) is a relatively new anti-drug program launched in selected elementary schools in February, 1988, and aimed toward young people who have reached the fifth grade; and

WHEREAS, D.A.R.E. is a cooperative effort among the Chicago Police Department, Chicago Board of Education, Illinois State Police, Illinois State Board of Education, Illinois Department of Alcoholism and Substance Abuse and other local law enforcement agencies and consists of a seventeen-week curriculum to give young people early skills to resist peer pressure and "DARE to say No" to drugs; and

WHEREAS, One of the unique features of D.A.R.E. is the use of police officers as instructors of these pre-teens. These instructors are specially trained in communication skills, education and psychology, and their aim is to teach pre-teenagers that being grown-up means not giving in to peer pressure and instead making their own decisions and avoiding all dangers of controlled substances; and

WHEREAS, One of the Chicago Schools involved in the D.A.R.E. program is on Chicago's great northwest side: Saint Mary of the Woods School. Sixth grade students from this school have successfully completed this fine program, and the leaders of this City wish to express our pride in these and other youngsters who will carry the D.A.R.E. principles through a successful and productive life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby congratulate the sixth graders at Saint Mary of the Woods School who have completed the D.A.R.E. program. We also call public attention to this outstanding effort on the part of local education and law enforcement groups in encouraging our youth to "Say No To Drugs".

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. CARMEN AMODEO.

WHEREAS, God in his infinite mercy and wisdom called Carmen Amodeo to his eternal reward on the eleventh day of May, nineteen hundred and ninety-two; and

WHEREAS, Mr. Amodeo was the owner of Papa Milano's Restaurant on the near north side of Chicago; and

WHEREAS, Mr. Amodeo has been associated with Papa Milano's Restaurant for almost sixty years; and

WHEREAS, Mr. Amodeo worked in all aspects of the restaurant, including as a chef; and

WHEREAS, Mr. Amodeo and his family are noted restaurateurs who helped to popularize lasagna in Chicago in the 1930s; and

WHEREAS, At one time, Mr. Amodeo and his family owned and operated fifteen restaurants under the Papa Milano name; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twentieth day of May, nineteen hundred and ninety-two, do hereby express our deepest sympathy at the passing of Mr. Carmen Amodeo, and do also extend to his beloved wife, Angelina; his daughter, Rosemarie; his brother, Ralph; his two sisters, Mary and Louise; his grandsons, Carmen and John; and his two great-grandchildren our deepest and most heartfelt condolences on the occasion of their profound loss. Mr. Carmen Amodeo will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Carmen Amodeo.

**CONGRATULATIONS EXTENDED TO MR. JESSE WHITE
FOR TIRELESS EFFORT ON BEHALF OF CHILDREN
AND TO TWELVE MEMBERS OF JESSE WHITE
TUMBLING TEAM ON BEING CHOSEN TO
JOIN RINGLING BROTHERS AND
BARNUM & BAILEY
CIRCUS.**

WHEREAS, Mr. Jesse White has worked unselfishly with young people as a public school teacher, a coach of wrestling, basketball, volleyball and track, and as a leader of a boy scout troop; and

WHEREAS, For over twenty years, Mr. Jesse White has also developed and instituted his own programs to fight the gangs at the Cabrini-Green Housing Projects; and

WHEREAS, Over one thousand young boys have participated in the Jesse White Tumbling Team over the last thirty-two years, and the Jesse White Drum Corps in the last twenty-five years; and

WHEREAS, Jesse White has taught these youngsters not to smoke, drink, swear, lie, skip school, or take drugs, as well as the value of hard work and pride in achievement so that they may strive for a better life; and

WHEREAS, Through the efforts of his Tumbling Team, Jesse White has helped to train legions of "Ambassadors of Cabrini-Green", reminding the world that Cabrini-Green is home to decent and talented human beings; and

WHEREAS, Twelve members of the Jesse White Tumbling Team: Chester Brewer, Gregory Bogan, Donald Sampson, Patrick Blanton, Jerille Young, Laundre Young, Austin White, Terrance Fluckes, Carlos Locke, Romeal Stephens, Michael Thigpen, and Floyd Young, have been chosen to join the Ringling Brothers and Barnum & Bailey Circus; and

WHEREAS, The tumblers will be performing as the "Chicago Boys", and will perform in ninety-two North American cities over the next two and one half years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twentieth day of May, nineteen hundred and ninety-two, do hereby honor and congratulate Chester Brewer, Gregory Bogan, Donald Sampson, Patrick Blanton, Jerille Young, Laundre Young, Austin White, Terrance Fluckes, Carlos Locke, Romeal Stephens, Michael Thigpen, and Floyd Young on the occasion of being chosen to join the world-renowned, Ringling Brothers and Barnum & Bailey Circus, and do also extend to Mr. Jesse White our deepest and most sincere gratitude for all his tireless and devoted work to better the lives of our greatest assets, our children; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chester Brewer, Gregory Bogan, Donald Sampson, Patrick Blanton, Jerille Young, Laundre Young, Austin White, Terrance Fluckes, Carlos Locke, Romeal Stephens, Michael Thigpen, Floyd Young, and the Jesse White Tumbling Team.

**CONGRATULATIONS EXTENDED TO U.S. EQUITIES ON
BEING NAMED "DEVELOPER OF THE YEAR"
BY CHICAGO SUN-TIMES.**

WHEREAS, U.S. Equities, a national full-service real estate company, was founded in 1978; and

WHEREAS, U.S. Equities' consultants have negotiated transactions in excess of twenty million square feet of office space; and

WHEREAS, U.S. Equities has undertaken a number of diverse projects, including the Harold Washington Library Center, the renovation of Union Station, and 840 North Michigan Avenue in Chicago; and

WHEREAS, U.S. Equities is also involved with the renovation of Navy Pier; and

WHEREAS, U.S. Equities has just been awarded the Developer of the Year Award by the Chicago Sun-Times; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twentieth day of May, nineteen hundred and ninety-two, do hereby honor and congratulate U.S. Equities on the occasion of being named the Developer of the Year by the Chicago Sun-Times, and do also extend to U.S. Equities our deepest and most sincere gratitude for all of their fine work on the Harold Washington Library, Union Station, and Navy Pier; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to U.S. Equities.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

***JUNE 6 AND 7, 1992 DESIGNATED "ANTIQUES WEEKEND"
IN CHICAGO AND COMMENDATIONS EXTENDED
TO PARK WEST COMMUNITY
ASSOCIATION.***

WHEREAS, Since 1962, members of the Park West Community Association have contributed their time and energy to improving the quality of life in Lincoln Park; and

WHEREAS, On June 6 and June 7, 1992, the Association will hold its thirtieth annual Antiques Fair; and

WHEREAS, Many exquisite and historic antiques will be available for viewing and purchase by all Chicagoans; and

WHEREAS, Antiques promote an appreciation of our past and beautify our homes; and

WHEREAS, Proceeds from the fair are used to help Park West fulfill its mission; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago do hereby commend the Park West Community Association for organizing the Antiques Fair; and

Be It Further Resolved, That the weekend of June 6 and 7 be hereby designated "Antiques Weekend"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Park West Association.

Presented By

ALDERMAN HANSEN (44th Ward):

**CONGRATULATIONS EXTENDED TO MRS. ALICE ATWELL
ON HER EIGHTIETH BIRTHDAY.**

WHEREAS, Alice Atwell has chosen Chicago as her abode for the last forty-two years; and

WHEREAS, Alice Atwell has lived a full and generous life as wife, mother, friend and neighbor during those years; and

WHEREAS, Alice Atwell has been a loyal and enthusiastic supporter of the Chicago Cubs, Bears and Bulls throughout that same period; and

WHEREAS, Alice Atwell will celebrate her eightieth birthday on May 20, 1992, in the company of her husband, Chester; daughter, Jerry; sister Florence; brother, Joseph, and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twentieth day of May, 1992, congratulate Alice Atwell on her eightieth birthday and wish her many more years of happy family life and enjoyment of her favorite local teams; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Alice Atwell at her eightieth birthday party.

**JUNE 19, 1992 DECLARED "FATHER FRANS CLAERHOUT
DAY" IN CHICAGO.**

WHEREAS, The City of Chicago, home of the Art Institute, DuSable Museum, Oriental Institute, Museum of Contemporary Art, and many other outstanding institutions, is world renowned as a center of art, culture, and learning; and

WHEREAS, Chicago has long prided itself as a city that fosters human understanding through artistic expression; and

WHEREAS, Father Frans Claerhout, missionary, humanitarian, and internationally known artist, will be visiting our City in the month of June, 1992; and

WHEREAS, Father Frans Claerhout has spent forty-five years helping the people of South Africa improve their living conditions through his dedication to education, health care and human relations; and

WHEREAS, Father Claerhout is a painter who captures the beauty of nature, the human spirit and everyday life in a South African village; and

WHEREAS, Father Claerhout, fulfilling his oath of poverty, sells his artistic works to supplement the limited funds available to support his humanitarian efforts; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twentieth day of May, 1992, do hereby proclaim June 19, 1992, to be "Father Frans Claerhout Day" in the City of Chicago in recognition of his visit to our City and his near half-century of humanitarian labors and artistic achievements on behalf of the people of South Africa; and

Be It Further Resolved, That a copy of this resolution be prepared for presentation to Father Claerhout.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO MS. YVONNE J. FRAZIER
ON EARNING HIGHEST AWARD IN SENIOR
GIRL SCOUTING.**

WHEREAS, Yvonne J. Frazier has been selected to receive the Gold Award, the highest award that may be earned by a Senior Girl Scout, at a special ceremony Saturday, May 30, 1992; and

WHEREAS, Yvonne J. Frazier, a member of Senior Girl Scout Troop Number 30, has endeavored diligently and with great inner-strength to typify and promote the principles and standards of scouting. She thus is an outstanding example of the youth of our great City, of whom its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby congratulate Yvonne J. Frazier on having achieved the Gold Award, the highest award in Senior Girl Scouting, and extend to this fine citizen our very best wishes for a bright, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Yvonne J. Frazier.

CONGRATULATIONS EXTENDED TO MS. SANDRA A. KIJAK
ON EARNING HIGHEST AWARD IN SENIOR
GIRL SCOUTING.

WHEREAS, Sandra A. Kijak has been selected to receive the Gold Award, the highest award that may be earned by a Senior Girl Scout, at a special ceremony Saturday, May 30, 1992; and

WHEREAS, Sandra A. Kijak, a member of Senior Girl Scout Troop Number 30, has endeavored diligently and with great inner-strength to typify and promote the principles and standards of scouting. She thus is an outstanding example of the youth of our great City, of whom its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby congratulate Sandra A. Kijak on having achieved the Gold Award, the highest award in Senior Girl Scouting, and extend to this fine citizen our very best wishes for a bright, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sandra A. Kijak.

CONGRATULATIONS EXTENDED TO MS. LAURA A. MICHAL
ON EARNING HIGHEST AWARD IN SENIOR
GIRL SCOUTING.

WHEREAS, Laura A. Michal has been selected to receive the Gold Award,

the highest award that may be earned by a Senior Girl Scout, at a special ceremony Saturday, May 30, 1992; and

WHEREAS, Laura A. Michal, a member of Senior Girl Scout Troop Number 30, has endeavored diligently and with great inner-strength to typify and promote the principles and standards of scouting. She thus is an outstanding example of the youth of our great City, of whom its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby congratulate Laura A. Michal on having achieved the Gold Award, the highest award in Senior Girl Scouting, and extend to this fine citizen our very best wishes for a bright, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Laura A. Michal.

**CONGRATULATIONS EXTENDED TO MS. KAREN F. MICHALIK
ON EARNING HIGHEST AWARD IN SENIOR
GIRL SCOUTING.**

WHEREAS, Karen F. Michalik has been selected to receive the Gold Award, the highest award that may be earned by a Senior Girl Scout, at a special ceremony Saturday, May 30, 1992; and

WHEREAS, Karen F. Michalik, a member of Senior Girl Scout Troop Number 30, has endeavored diligently and with great inner-strength to typify and promote the principles and standards of scouting. She thus is an outstanding example of the youth of our great City, of whom its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby congratulate Karen F. Michalik on having achieved the Gold Award, the highest award in Senior Girl Scouting, and extend to this fine citizen our very best wishes for a bright, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Karen F. Michalik.

Presented By

ALDERMAN SHILLER (46th Ward):

TRIBUTE TO LATE MS. MARGARETE RANDOLPH.

WHEREAS, Margarete Randolph, beloved mother, grandmother and great-grandmother, passed away on Sunday, May 3, 1992; and

WHEREAS, Ms. Randolph was born on April 21, 1908 in Dresden, Germany and permanently emigrated to the United States in 1956; and

WHEREAS, From 1963 until 1971, Ms. Randolph owned and operated a "mom & pop" grocery store located at 2159 West Berteau Avenue; and

WHEREAS, In 1977, Ms. Randolph moved to the Clark/Irving C.H.A. senior apartments. In 1981, at the age of 73, and until her death, she was an active member in the Clark/Irving Forum; and

WHEREAS, In 1984 she was in the forefront of founding the Clark/Irving "Advocates" and became its first president and held that position until her death; and

WHEREAS, Ms. Randolph was active in all aspects of community life at Clark/Irving: coordinating volunteers for special events and ongoing activities; overseeing ongoing fundraising activities; working with C.H.A. management to see that social problems were addressed; working with residents to treat each other, staff and the premises with respect; and

WHEREAS, She was awarded the C.H.A. Volunteer Service Award for 1983 through 1989; and

WHEREAS, Margarete Randolph was an inspiration to her children, her neighbors and her community; and

WHEREAS, She leaves to cherish her memories: her sons, Franklin and Gunther; her grandchildren; and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twentieth day of May, 1992, do hereby commemorate Margarete Randolph for her many years of service to her family and community, and do hereby extend our sincerest condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margarete Randolph.

Presented By

ALDERMAN SCHULTER (47th Ward):

**CONGRATULATIONS EXTENDED TO MS. VIRGINIA CASTILLO
FOR HER SCHOLASTIC EXCELLENCE.**

WHEREAS, Virginia Castillo is the graduating class valedictorian at Audubon Elementary School this year; and

WHEREAS, Virginia Castillo has the singular distinction of holding the highest grade point average in the eighth grade in the last four years; and

WHEREAS, Virginia Castillo is an outstanding representative of the youth of our great City, 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 twentieth day of May, 1992, A.D., do hereby offer our congratulations to Virginia Castillo for her excellent scholastic achievements, and extend to this fine young citizen our very best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Virginia Castillo.

**CONGRATULATIONS EXTENDED TO MR. DAVID HEIDLAF
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, David Heidlauf, outstanding young resident of Chicago's great 47th Ward, has just obtained the rank of Eagle Scout; and

WHEREAS, David Heidlauf, a member of Boy Scout Troop Number 865 at Saint Benedict's Parish, has worked diligently to learn and perform all the skills and requirements for this highest rank in scouting and thus exemplifies the type of youth in which this City justly places so much hope and pride; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby offer our very best wishes to David Heidlauf on having achieved the highest rank in scouting, Eagle Scout, and on typifying young manhood at its best; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David Heidlauf.

**CONGRATULATIONS EXTENDED TO MS. CAROLYN KIMSEL
FOR HER SCHOLASTIC EXCELLENCE.**

WHEREAS, Carolyn Kimsel is an outstanding eighth grade student at Audubon Elementary School and is graduating this year with honors; and

WHEREAS, Carolyn Kimsel has remained consistently on the honor roll despite interruptive illness. Although she has had to miss many classes, her scholastic achievements remain high; and

WHEREAS, Carolyn Kimsel is an outstanding representative of the youth of our great City, 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 twentieth day of May, 1992, A.D., do hereby offer our congratulations to Carolyn Kimsel for her excellent scholastic achievements, and extend to this fine young citizen our very best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Carolyn Kimsel.

**CONGRATULATIONS EXTENDED TO CHICAGO POLICE
SERGEANT GARY LAPIDUS ON HIS RETIREMENT
AFTER TWENTY-THREE YEARS OF
OUTSTANDING PUBLIC SERVICE.**

WHEREAS, Chicago Police Sergeant Gary Lapidus is retiring June 1, 1992, after over twenty years of outstanding public service; and

WHEREAS, Appointed to the Chicago Police Department April 18, 1969; Officer Gary Lapidus was first assigned to the 20th Police District as a patrol officer, then a member of the Tactical Unit and the Intelligence Unit. He was later a patrol officer in the 15th District and highly active in Neighborhood Relations in the 19th District. In addition, he worked

diligently in many preventive programs in all of Chicago's north side districts; and

WHEREAS, Gary Lapidus was promoted to Chicago Police Sergeant in 1988; and

WHEREAS, Sergeant Gary Lapidus's career has been widely praised: He has received sixty-two complimentary letters, forty-three honorable mentions and two Department Commendations, one for rescuing a disabled senior from a burning building with no thought to his own personal safety, and one for his many concentrated hours of surveillance resulting in the disruption of a notorious burglary ring; and

WHEREAS, The leaders of our great City are cognizant of the debt we owe our dedicated public servants; 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 twentieth day of May, 1992, do hereby express our gratitude and our congratulations to Chicago Police Sergeant Gary Lapidus as he retires from a fine career in public service, and extend to this fine citizen our 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 Sergeant Gary Lapidus.

**CONGRATULATIONS EXTENDED TO MS. ELEANOR RAPATA,
SECRETARY TO DEAN AND REGISTRAR OF SAINT
IGNATIUS COLLEGE PREPARATORY SCHOOL,
ON HER RETIREMENT AFTER
THIRTY-SIX YEARS OF
DEDICATED SERVICE.**

WHEREAS, Eleanore Rapata is retiring after a thirty-six year career as Secretary to the Dean and Registrar of Saint Ignatius College Preparatory School on Chicago's great north side; and

WHEREAS, Pious, caring and totally dedicated to the ideas and principles of Saint Ignatius, Eleanore Rapata has justifiably earned the respect and gratitude of students and faculty at this outstanding institution for almost four decades; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here in assembly this twentieth day of May, 1992, do hereby

express our gratitude and congratulations to Eleanore Rapata for her selfless dedication and the contributions of a thirty-six year commitment to Saint Ignatius College Preparatory School and extend to this outstanding citizen our very best wishes for a long, well-deserved, fulfilling retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Eleanore Rapata.

**CONGRATULATIONS EXTENDED TO MR. JESUS RENTERIA
FOR HIS SCHOLASTIC EXCELLENCE.**

WHEREAS, Jesus Renteria is an outstanding eighth grade student at Audubon Elementary School and is graduating this year with honors; and

WHEREAS, Jesus Renteria is an honor roll student and has been readily accepted at Lane Technical High School; and

WHEREAS, Jesus Renteria is an outstanding representative of the youth of our great City 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 twentieth day of May, 1992, A.D., do hereby offer our congratulations to Jesus Renteria for his excellent scholastic achievements, and extend to this fine young citizen our very best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jesus Renteria.

Presented By

ALDERMAN STONE (50th Ward):

**CONGRATULATIONS EXTENDED TO SAVE A LIFE CHAPTER
OF CITY OF HOPE ON ITS SIXTIETH ANNIVERSARY.**

WHEREAS, The Save a Life Chapter of the City of Hope will celebrate its sixtieth anniversary at their annual banquet to be held on June 28, 1992; and

WHEREAS, The City of Hope supports a pilot medical center and research institute serving all America and this unique hospital offers compassionate care to the sick from across the nation and around the world; and

WHEREAS, Physicians provide help for those afflicted with cancer and leukemia; heart, blood and lung diseases; diabetes and other metabolic and hereditary disorders; and

WHEREAS, Renowned scientists in the City of Hope's Beckman Research Institute probe the mysteries of the diseases treated at the medical center as well as biology, genetics, immunology (including AIDS) and the neurosciences; and

WHEREAS, The City of Hope is committed to excellence, leadership and love in its effort to influence science and medicine everywhere; and

WHEREAS, The Save a Life Chapter of the City of Hope is actively involved in the humanitarian work of the City of Hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twentieth day of May, 1992, do hereby extend our best wishes to the Save a Life Chapter of the City of Hope on the commemoration of their sixtieth anniversary and extend our best wishes for continued success in their noble endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Save a Life Chapter of the City of Hope.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

*Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>MAZOLA</i> (1st Ward)	North Garland Court, at 200 -- at all times -- daily; South Plymouth Court, at 731 -- at all times -- daily; West Randolph Street, at 832, 834 and 836 -- at all times -- daily; West Randolph Street, at 844 -- at all times -- daily;
<i>PRECKWINKLE</i> (4th Ward)	South Harper Avenue, at 5225 -- at all times -- no exceptions;
<i>BLOOM</i> (5th Ward)	South Ellis Avenue, at 5845 -- at all times -- no exceptions; East 57th Street (south side) at 1329, from west of property line to a point 25 feet thereof -- 8:00 A.M. to 11:30 A.M. and 1:30 P.M. to 4:30 P.M. -- Monday through Friday;

Alderman

Location, Distance And Time

HUELS (11th Ward)

West 47th Street, at 645 West, for a distance of 50 feet -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;

West 49th Place, at 840 West, for a distance of 25 feet -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

LASKI (23rd Ward)

West 63rd Street, at 6110 -- at all times -- no exceptions;

TROUTMAN for
GUTIERREZ (26th Ward)

West Augusta Boulevard, at 3059 -- for a distance of 15 feet east and west thereof -- at all times -- daily;

North California Avenue, at 1401, for a distance of 15 feet north and south thereof -- 8:30 A.M. to 3:30 P.M. -- Monday through Friday;

West North Avenue, at 2942, for a distance of 15 feet east and west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;

BURRELL (29th Ward)

North Austin Boulevard (east side) from a point 200 feet south of West Corcoran Place, to a point 35 feet south thereof -- at all times -- no exceptions;

BIALCZAK (30th Ward)

West Armitage Avenue, at 4250 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

SUAREZ (31st Ward)

West North Avenue, at 3617 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman

Location, Distance And Time

WOJCIK (35th Ward)West Irving Park Road, at 4023 --
8:00 A.M. to 7:00 P.M. -- Monday
through Saturday;*CULLERTON* (38th Ward)West Irving Park Road, at 5419 --
8:00 A.M. to 8:00 P.M. -- Monday
through Friday;*O'CONNOR* (40th Ward)North Clark Street, at 5260, West
Berwyn Avenue (south side) from
a point 20 feet west of North Clark
Street, to a point 25 feet west
thereof -- 8:00 A.M. to 8:00 P.M. --
Monday through Saturday -- 9:00
A.M. to 5:00 P.M. -- Sunday;*NATARUS* (42nd Ward)West Chicago Avenue, at 221 -- at
all times -- daily;West Huron Street, at 217 -- at all
times -- daily (valet services);North Kingsbury Street, at 1531 --
at all times -- daily (valet services);West North Avenue, at 425 -- at all
times -- daily;1129 North Wells Street, on West
Elm Street (southside, of the
building) -- at all times -- daily;*EISENDRATH* (43rd Ward)North Sedgwick Street, at 1655 --
8:00 A.M. to 6:00 P.M. -- Monday
through Saturday -- 6:00 P.M. to
12:00 Midnight -- Thursday
through Sunday;

Alderman	Location, Distance And Time
M. SMITH (48th Ward)	West Thorndale Avenue (south side) from North Winthrop Avenue to the Chicago Transit Authority elevated train;
MOORE (49th Ward)	North Ashland Avenue, at 6507 -- 7:00 A.M. to 7:00 P.M. -- no exceptions; West Devon Avenue, at 1541 -- 8:00 A.M. to 6:00 P.M. -- no exceptions; North Rogers Avenue, at 7383 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday.

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	Location And Distance
SHAW (9th Ward)	West Brayton Street, from South State Street to West 126th Place -- westerly;
JONES (15th Ward)	South Artesian Avenue, from West 69th Street to West 71st Street -- southerly;

Alderman

Location And Distance

South Artesian Avenue, from West 71st Street to West 74th Street -- northerly;

EVANS (21st Ward)

North/south alley bounded by South Green Street, South Halsted Street, West 98th Street and West 99th Street -- northerly;

Alley between South Green Street and South Halsted Street, from West 98th Street to West 99th Street -- northerly;

LEVAR (45th Ward)

North/south alley of the 5300 block on North Cicero Avenue, from West Foster Avenue to West Catalpa Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 7:00 P.M. -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF NORTH ALBANY AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 17, 1966 (Council Journal of the Proceedings, page 6886) which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "North Albany Avenue, from West Addison Street to West Irving Park Road -- northerly" and inserting in lieu thereof: "North Albany Avenue, from West Addison Street to the first alley south of West Irving Park Road", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF NORTH SPAULDING AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "North Spaulding Avenue, from West Belle Plaine Avenue to West Irving Park Road -- southerly" and inserting in lieu thereof: "North Spaulding Avenue, from West Belle Plaine Avenue to the first alley north of West Irving Park Road -- southerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF PARKING METERS ON PORTION
OF NORTH STATE STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of two parking meters in front of 941 North State Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER ON PORTION
OF NORTH GARLAND COURT.

Alderman Mazola (1st Ward) presented a proposed ordinance to cause the removal of Parking Meter No. 5646 at 200 North Garland Court, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS
ON PORTION OF WEST 79TH STREET.

Alderman Steele (6th Ward) presented a proposed ordinance to limit the parking of vehicles to fifteen minutes, at 345 East 79th Street, during the

hours of 8:00 A.M. to 6:00 P.M., Monday through Saturday, 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
MAZOLA (1st Ward)	West Erie Street, at 1408 (except for handicapped);
TILLMAN (3rd Ward)	South Sangamon Street, at 5242 (except for handicapped);
PRECKWINKLE (4th Ward)	East 52nd Street, at 810 at driveway between South Cottage Grove Avenue and South Drexel Avenue;
BLOOM (5th Ward)	South East End Avenue, at 7112 (except for handicapped);
STEELE (6th Ward)	South Calumet Avenue, at 9805 (except for handicapped); South Champlain Avenue, at 7530 (except for handicapped); South Dante Avenue, at 7616 (except for handicapped); East 89th Place, at 450 (except for handicapped);

Alderman

Location And Distance

East 91st Street, at 531 (except for handicapped);

BEAVERS (7th Ward)

South Kingston Avenue, at 9126 (except for handicapped);

South Manistee Avenue, at 8213 (except for handicapped);

South Phillips Avenue, at 7725 (except for handicapped);

Southwest and northwest corners of East 92nd Street and South Yates Avenue, for a distance of 25 feet (corner clearance);

DIXON (8th Ward)

South University Avenue, at 9749 (except for handicapped);

BUCHANAN (10th Ward)

South Baltimore Avenue, at 9216 (except for handicapped);

South Hoxie Avenue, at 10409 (except for handicapped);

South Muskegon Avenue, at 9737 (except for handicapped);

South Torrence Avenue, at 10418 (except for handicapped);

HUELS (11th Ward)

South Bell Street, at 3437 (except for handicapped);

South Claremont Street, at 3437 (except for handicapped);

South Emerald Avenue, at 3311 (except for handicapped);

Alderman

Location And Distance

South Hoyne Street, at 3542
(except for handicapped);

South Marshfield Avenue, at 3608
(except for handicapped);

South Paulina Street, at 3248
(except for handicapped);

South Winchester Street, at 3650
(except for handicapped);

West 32nd Place, at 1235 (except
for handicapped);

FARY (12th Ward)

South Honore Street, at 4337 and
4339 (except for handicapped);

South Sawyer Avenue, at 4510
(except for handicapped);

South Wolcott Avenue, at 3751
(except for handicapped);

MADRZYK (13th Ward)

South Hamlin Avenue, at 7222
(except for handicapped);

South Sawyer Avenue, at 5744
(except for handicapped);

West 69th Street (south side) from
South Pulaski Road to the first
alley east thereof;

COLEMAN (16th Ward)

South Elizabeth Street, at 5955
(except for handicapped);

South Throop Street, at 6840
(except for handicapped);

STREETER (17th Ward)

South Aberdeen Street, at 7729
(except for handicapped);

Alderman

Location And Distance

South LaSalle Street, at 8000
(except for handicapped);

South Marshfield Avenue, at 7709
(except for handicapped);

West 73rd Street, at 1241 (except
for handicapped);

TROUTMAN (20th Ward)

South Michigan Avenue, at 5729
(except for handicapped);

EVANS (21st Ward)

South May Street, at 10032 (except
for handicapped);

South Normal Avenue, at 9909
(except for handicapped);

South Wallace Street, at 9922
(except for handicapped);

West 94th Street, at 242 (except
for handicapped);

LASKI (23rd Ward)

South Lawler Avenue, at 4725
(except for handicapped);

MEDRANO (25th Ward)

West Cullerton Street, at 2323
(except for handicapped);

West 21st Place, at 1618 (except
for handicapped);

West 22nd Place, at 2737 (except
for handicapped);

TROUTMAN for
GUTIERREZ (26th Ward)

North Albany Avenue, at 1636
(except for handicapped);

Alderman

Location And Distance

North Humboldt Boulevard, at
1920 (driveway);

HENDON (27th Ward)

West Erie Street, at 1936 (except
for handicapped);

E. SMITH (28th Ward)

West Carroll Avenue, at 4150
(except for handicapped);

West Gladys Avenue, at 3841
(except for handicapped);

West Gladys Avenue, at 4141
(except for handicapped);

South Kilpatrick Avenue, at
southwest corner of South
Kilpatrick Avenue and West Van
Buren Street to a point 25 feet
thereof (corner clearance);

West Lexington Street, at 4331
(except for handicapped);

North Long Avenue, at 29 (except
for handicapped);

West Van Buren Street, at 4428
(except for handicapped);

West Walnut Street, at 3448
(except for handicapped);

BURRELL (29th Ward)

West Adams Street, at 5243
(except for handicapped);

West Harrison Street, at 5252
(except for handicapped);

South Monitor Avenue (west side)
from West Roosevelt Road to the
first alley thereof (tow zone);

Alderman

Location And Distance

BIALCZAK (30th Ward)

West Bloomingdale Avenue, at
4849 (except for handicapped);

North Karlov Avenue, at 1830
(except for handicapped);

North Mayfield Avenue, at 1616
(except for handicapped);

North Mayfield Avenue, at 1620
(except for handicapped);

West St. Paul Avenue, at 4830
(except for handicapped);

West Wellington Avenue, at 5155
(except for handicapped);

SUAREZ (31st Ward)

West Crystal Street, at 3232
(except for handicapped);

West Evergreen Avenue, at 3428
(except for handicapped);

West Evergreen Avenue, at 3452
(except for handicapped);

North Hamlin Avenue, at 1228
(except for handicapped);

North Harding Avenue, at 1630
(except for handicapped);

North Spaulding Avenue, at 2031
(except for handicapped);

GABINSKI (32nd Ward)

West Charleston Street, at 2312
(except for handicapped);

MELL (33rd Ward)

Alley in back of premises at 2704
West Roscoe Street (tow zone);

Alderman

Location And Distance

AUSTIN (34th Ward)South Eggleston Avenue, at 11131
(except for handicapped);West 108th Street, at 1327 (except
for handicapped);West 112th Place, at 1479 (except
for handicapped);*WOJCIK* (35th Ward)North Hamlin Avenue, at 2714
(except for handicapped);West Schubert Avenue (north side)
from North Avers Avenue to North
Springfield Avenue (tow zone);*BANKS* (36th Ward)North Pittsburgh Avenue, at 3742
(except for handicapped);*GILES* (37th Ward)West Race Avenue, at 5252
(except for handicapped);*CULLERTON* (38th Ward)West Cornelia Avenue, at 5458 (at
driveway alongside on North
Linder Avenue);West Grace Street, at 6141 (except
for handicapped);North Normandy Avenue, at 3347
(except for handicapped);North Rutherford Avenue, at 3558
(except for handicapped);West School Street, at 6113 (except
for handicapped);*LAURINO* (39th Ward)North Kilpatrick Avenue, at 4878
(except for handicapped);

Alderman	Location And Distance
	North Kilpatrick Avenue, at 4879 (except for handicapped);
	North Tripp Avenue, at 4836 (except for handicapped);
O'CONNOR (40th Ward)	West Berwyn Avenue, at 2900 (except for handicapped);
	North Washtenaw Avenue, at 6038 (except for handicapped);
NATARUS (42nd Ward) and EISENDRATH (43rd Ward)	North State Street, at 1325, for a distance of two spaces (except for handicapped) (tow zone);
SHILLER (46th Ward)	West Cuyler Avenue, at 1451 (except for handicapped);
SCHULTER (47th Ward)	North Claremont Avenue, at 4159 (alongside) (except for handicapped);
	North Bell Avenue, at 3446 (except for handicapped);
	North Claremont Avenue, at 3455 (except for handicapped);

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
ALL TIMES ON PORTION OF WEST
ARDMORE AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West

Ardmore Avenue, at 1525 (Handicapped Permit Number 1186)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
ALL TIMES ON PORTION OF NORTH
CLAREMONT AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Claremont Avenue, at 3455 (Handicapped Permit)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
ALL TIMES ON PORTION OF SOUTH
HARPER AVENUE.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Harper Avenue, at 5225", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
ALL TIMES ON PORTION OF NORTH
HUDSON AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North

Hudson Avenue, at 2139 (Handicapped Permit Number 3017)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION AT
ALL TIMES ON PORTION OF SOUTH
MILLARD AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Millard Avenue, at 5248 (Handicapped Permit Number 2188)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF NORTH SEELEY AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Seeley Avenue, at 4411 (Handicapped Permit)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF SOUTH TROY STREET.

Alderman Rugai (19th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Troy Street, at 11300 (Handicapped Permit)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF SOUTH TRUMBULL AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Trumbull Avenue, at 5210 (Handicapped Permit Number 5390)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF WEST 28TH STREET.

Alderman Garcia (22nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 15, 1979 (Council Journal of Proceedings, pages 1298 and 1299) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 28th Street (both sides) between South Pulaski Road and South Harding Avenue" and inserting in lieu thereof: "West 28th Street (south side) between South Pulaski Road and South Harding Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
SOUTH ELLIS AVENUE.

Alderman Bloom (5th Ward) presented a proposed ordinance to repeal a previously passed ordinance which prohibited parking at all times at 5845 South Ellis Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
SOUTH ELLIS AVENUE.

Alderman Bloom (5th Ward) presented a proposed ordinance to repeal a previously passed ordinance which prohibited parking at all times on South Ellis Avenue, from a point 170 feet north and south of East 58th Street, which was *Referred to the Committee on Traffic Control and Safety*.

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

PRECKWINKLE (4th Ward)

South Blackstone Avenue (east side) from East Hyde Park Boulevard to East 50th Street -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday (standing or stopping);

East Hyde Park Boulevard (north side) from South Lake Park Avenue west to South Blackstone Avenue -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday (standing or stopping);

South Lake Park Avenue (west side) from East 50th Street to East Hyde Park Boulevard -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman

Location, Distance And Time

BLOOM (5th Ward)

East 57th Street, at 1156 -- 8:00 A.M. to 6:00 P.M. -- Sunday through Friday (except for handicapped);

BEAVERS (7th Ward)

East 92nd Street (north side) between South Yates Avenue and South Crandon Avenue -- 7:00 A.M. to 3:30 P.M. (no exceptions);

JONES (15th Ward)

West 69th Street, at 2306, for a distance of 30 feet -- 5:00 P.M. to 9:00 P.M. -- Monday through Saturday -- 9:00 A.M. to 9:00 P.M. -- Sunday;

MILLER (24th Ward)

South St. Louis Avenue (west side) at 2128 -- 7:00 A.M. through 4:00 P.M. -- Monday through Friday;

HANSEN (44th Ward)

North Broadway, at 3124 -- 5:00 P.M. to 12:00 Midnight -- no exceptions (valet service).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF SOUTH MOBILE AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on designated streets during specified hours by striking the words: "South Mobile Avenue (both sides) from South Archer Avenue to the first alley north thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "South Mobile Avenue (both sides) from South Archer Avenue to the first alley north thereof -- 6:00 A.M. to 8:30 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
1821 NORTH KEELER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 4222 West Potomac Avenue to a new location at 1821 North Keeler Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
2842 WEST SUMMERDALE AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 5342 North California Avenue to a new location at 2842 West Summerdale Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Aldermen	Location, Distance And Time
<i>BURRELL</i> (29th Ward)	North Mason Avenue (both sides) from the first alley north of West Division Street to West Potomac Avenue -- at all times;
	West West End Avenue (both sides) in the 5900 block -- 4:00 P.M. to 8:00 A.M. -- daily;

Aldermen

Location, Distance And Time

BANKS (36th Ward)West School Street (north side)
from North Neva Avenue to the
first alley west thereof -- at all
times;*GILES* (37th Ward)North Lorel Avenue (both sides) in
the 1500 block -- at all times;*CULLERTON* (38th Ward)West Hutchinson Street (both
sides) in the 5500 block -- at all
times;North Christiana Avenue, in the
4900 block;*DOHERTY* (41st Ward)West Peterson Avenue (both sides)
in the 6100 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH BURLEY AVENUE.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Burley Avenue (both sides) between East 135th Street and East 136th Street -- at all times -- Zone 46", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH NEVA AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Neva Avenue (both sides) in the 3900 block -- 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 EAST 136TH STREET.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "East 136th Street (both sides) between South Brainard Avenue and South Buffalo Avenue -- at all times -- Zone 46", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH KASSON AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a residential permit parking zone in the 4600 block of North Kasson Avenue, 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)	West 26th Street (south side) from 3001 to 3025;
LEVAR (45th Ward)	North Leclaire Avenue (west side) from West Irving Park Road to the first alley north thereof.

Referred -- ESTABLISHMENT OF SPEED LIMITATION
ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Speed Limitation
BUCHANAN (10th Ward)	South Commercial Avenue, from East 102nd to East 103rd Streets -- 20 miles per hour;
MILLER (24th Ward)	West Douglas Boulevard, from South Homan Avenue to South Independence Boulevard -- 20 miles per hour.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
MAZOLA (1st Ward)	South Archer Avenue, between South State Street and South Clark Street; West 13th Street, in the 1600, 1700 and 1800 blocks;
STEELE (6th Ward)	South Calumet Avenue, from East 85th Street to East 87th Street.

Referred -- AUTHORIZATION TO CAUSE STUDY FOR
INSTALLATION OF "LEFT TURN" SIGNALS ON
PORTION OF WEST PETERSON AVENUE.

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Transportation to cause a study for the installation of a "Left Turn" signal for westbound traffic on West Peterson Avenue, turning left onto North Rodgers Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF TRAFFIC CONTROL
SIGNAL AT EAST 99TH STREET AND SOUTH
DR. MARTIN LUTHER KING, JR. DRIVE.

Alderman Steele (6th Ward) presented a proposed order to amend the existing traffic control signals by adding an arrow for turning traffic at the

intersection of East 99th Street and South Dr. Martin Luther King, Jr. Drive, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION
OF TRAFFIC SIGNS AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>BLOOM</i> (5th Ward)	South Kenwood Avenue, at East 58th Street -- "Stop"; East 57th Street, at South Kenwood Avenue -- "Stop";
<i>STEELE</i> (6th Ward)	East 81st Street, and South Eberhart Avenue -- "Four-Way Stop"; East 102nd Street, at South Rhodes Avenue -- "Stop";
<i>DIXON</i> (8th Ward)	South Avalon Avenue, at East 85th Street -- "Stop"; South Oglesby Avenue, at East 81st Street -- "Stop"; East 99th Street, at South University Avenue -- "Stop";
<i>HUELS</i> (11th Ward)	South Normal Avenue, at West 32nd Street -- "Stop";

Alderman	Location And Type Of Sign
<i>BURKE</i> (14th Ward)	South Honore Street, at West 54th Street -- "Stop"; West 48th Street, at South Hermitage Avenue -- "Stop"; West 48th Street, at South Paulina Street -- "Stop";
<i>RUGAI</i> (19th Ward)	West 107th Street, at South Sawyer Avenue -- "Stop";
<i>EVANS</i> (21st Ward)	South Lafayette Avenue, at West 101st Street -- "Stop"; South Lafayette Avenue, at East 101st Street -- "Two-Way Stop"; South Lafayette Avenue, at West 102nd Street -- "Stop"; South Lafayette Avenue, at East 102nd Street -- "Two-Way Stop"; South Lowe Avenue and West 90th Street -- "Stop"; West 102nd Street and South Morgan Street -- "Four-Way Stop";
<i>GARCIA</i> (22nd Ward)	South Whipple Street, at West 23rd Street -- "Stop";
<i>MILLER</i> (24th Ward)	West 13th Street, at South Lawndale Avenue -- "Stop";
<i>HENDON</i> (27th Ward)	West Maypole Avenue and North Oakley Boulevard -- "Three-Way Stop";

Alderman	Location And Type Of Sign
<i>BURRELL</i> (29th Ward)	West Hirsch Street and North Parkside Avenue -- "Stop"; West Le Moyne Street and North Parkside Avenue -- "Stop"; West Le Moyne Street and North Waller Avenue -- "Stop"; West Walton Street and North Mayfield Avenue -- "Three-Way Stop";
<i>BIALCZAK</i> (30th Ward)	West Belden Avenue and North Major Avenue -- "Three-Way Stop"; West Wolfram Street (easterly), at North Lamon Avenue -- "Stop"; West Wolfram Street (westerly), at North Lamon Avenue -- "Stop";
<i>SUAREZ</i> (31st Ward)	North Pulaski Road and West Cortland Street -- "Four-Way Stop";
<i>GABINSKI</i> (32nd Ward)	West Bloomingdale Avenue and North Wood Street -- "Four-Way Stop";
<i>AUSTIN</i> (34th Ward)	West 112th Street, at South Perry Avenue -- "Stop";
<i>WOJCIK</i> (35th Ward)	West Palmer Street and North Monticello Avenue -- "Three-Way Stop";

Alderman	Location And Type Of Sign
<i>CULLERTON</i> (38th Ward)	West Grace Street and North Odell Avenue -- "Three-Way Stop"; West Roscoe Street, at North Marmora Avenue -- "Stop";
<i>NATARUS</i> (42nd Ward)	West Weed Street, at North Freemont Street -- "Two-Way Stop".

Referred -- CONSIDERATION FOR INSTALLATION OF TRAFFIC
SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to 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
<i>TROUTMAN</i> for <i>RUSH</i> (2nd Ward)	South Calumet Avenue, at 4235 -- 4239 -- "No Parking At Any Time";
<i>RUGAI</i> (19th Ward)	South Millard Avenue, at 10628 -- "Handicapped Parking Only";
<i>LAURINO</i> (39th Ward)	West Foster Avenue, at North Bernard Street -- "No Left Turn -- 3:00 P.M. To 7:00 P.M.";

Alderman

Location

SCHULTER (47th Ward)

West Lawrence Avenue and North
Western Avenue -- "No Turn On
Red".

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 TROUTMAN for ALDERMAN RUSH (2nd Ward):

To classify as an R5 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 10-E bounded by:

East 42nd Street; the alley next east of and parallel to South Wabash Avenue; a line 190.6 feet south of and parallel to East 42nd Street; and South Wabash Avenue.

BY ALDERMAN LASKI (23rd Ward):

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

a line 76.46 feet north of and parallel to West 54th Street; a line 100 feet east of and parallel to South Lockwood Avenue; West 54th Street; and South Lockwood Avenue.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 12-N bounded by:

a line 332 feet north of and parallel to West 54th Street; South Nagle Avenue; a line 281 feet north of and parallel to West 54th Street; and the alley next west of South Nagle Avenue.

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 14-J bounded by:

West 55th Street, South Hamlin Avenue; the alley next south of and parallel to West 55th Street; and a line 25 feet west of and parallel to South Hamlin Avenue.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 14-N bounded by:

a line 60 feet south of and parallel to West 56th Street; South Natoma Avenue; a line 118.10 feet south of and parallel to West 56th Street; and a line 133.5 feet west of and parallel to South Natoma Avenue.

BY ALDERMAN HENDON (27th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 1-I bounded by:

the alley next north of and parallel to West Huron Street; a line 74 feet west of North Campbell Avenue; West Huron Street; and a line 146 feet west of North Campbell Avenue.

BY ALDERMAN M. SMITH (48th Ward):

To classify as an R4 General Residence District instead of a B2-4 Restricted Retail District the area shown on Map No. 13-G bounded by:

West Winona Street; North Sheridan Road; a line 100 feet south of West Winona Street; and the alley next west of and parallel to North Sheridan Road.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eighty-four 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
<i>MAZOLA</i> (1st Ward)	The Appleville Owners Association; Townhomes of Vernon Park;
<i>PRECKWINKLE</i> (4th Ward)	Hyde Park Place Condominium Association (2); 4900 Drexel Boulevard Co-op Corporation;
<i>BLOOM</i> (5th Ward)	Chappel Court Condominium Association; Mews on Dorchester Condominium Association; Vista Homes Building Corporation (2); 7355 South Shore Drive Condominium Association;
<i>STEELE</i> (6th Ward)	Ms. Theresa Jenkins;

Alderman

Claimant

DIXON (8th Ward)Association of Owners 8210 -- 8216
South Jeffery Condominium;Grove Venture Condominium
Association;

Mr. Bernard Johnson;

MADRZYK (13th Ward)Kings Court Condominium
Association-Phase I;

Kings Court Condo Phase II;

South Haman Condominium
Association;*LASKI* (23rd Ward)

Mr. Allen Jerry Ludwin;

Ms. Eileen Margaret Persfull;

6612 West 64th Place Corporation;

GABINSKI (32nd Ward)1147 West Ohio Condominium
Association;*MELL* (33rd Ward)

Mr. John Gotshall;

WOJCIK (35th Ward)Belle Plaine Condominium
Association;

East of Edens Condominium;

Roydon Manor Condominium;

BANKS (36th Ward)

Ms. Gina M. Barbara;

Harlem Manor Condominium;

2151 North Harlem Building
Association;

Alderman

Claimant

CULLERTON (38th Ward)Jefferson House Condominium;
Roscoe Woods Condominium;*LAURINO* (39th Ward)Lincolnwood Terrace
Condominiums;

Ms. Dolores C. Schroeder;

O'CONNOR (40th Ward)2601 West Foster Avenue
Condominium Association (2);
4235 North Mozart Condo
Association;*DOHERTY* (41st Ward)Glenmont Court Condo Association;
Innisbrook Condominium No. 1;
Northwest Point Condominium
Association -- North;
Norwood Manor Condominium
Association;*NATARUS* (42nd Ward)Mr. David Joyce;
LaSalle Terrace Condominium
Association;
Richard J. Troy -- Law Offices;*EISENDRATH* (43rd Ward)Clybourn Lofts Condominium
Association;
Mastercraft Condominium
Association;
Orchard Gardens Condominium
Association;

Alderman

Claimant

Park Rowe Townhomes;

The Pierre Condominium
Association;

St. James Place;

327 -- 335 Belden Condominium
Association;

555 West Arlington Condominium
Association;

644 Arlington Condominium
Association;

1041 -- 1047 Belden Condo
Association;

1540 North State Parkway
Condominium Association;

1865 -- 1867 North Halsted Condo
Association;

1920 North Maud Condominium
Association;

2336 West Commonwealth
Condominium Association;

2225 North Halsted Condominium
Association;

2230 North Orchard Condominium
Association;

2335 North Commonwealth
Condominium Association;

2400 Lakeview Condominium
Association;

Alderman

Claimant

LEVAR (45th Ward)Jeffersonian Condominium
Association;Keystone Gardens Condominium
No. 2;*SHILLER* (46th Ward)

Mr. John Miklaszewski;

706 -- 708 Cornelia Avenue Condo
Association;*SCHULTER* (47th Ward)

Ms. Sonia McCarthy;

M. SMITH (48th Ward)Edgewater Court Condominium
Association;Maranatha Condominium
Association;6121 North Sheridan Road
Condominium Association (2);*MOORE* (49th Ward)Birchwood on the Lake
Condominium Association;Casa Bonita Condominium
Association;Colonial Courts Homeowners
Association;

Granville Syndicate;

Lunt Avenue Condominium
Association;Lunt Court Condominium
Association;

Alderman

Claimant

Ridge Crest Condominium
Association;

Seeley North Condominium
Association;

Sheridan Road Condo Association;

West Sherwin Avenue Condominium
Association;

6334 North Sheridan Condominium
Association;

6619 North Sheridan Condo
Association;

6970 -- 6972 North Ashland
Condominium Association;

STONE (50th Ward)

Granville Court Condominium East
Association;

Stone Terrace 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):

DRAFTING OF ORDINANCE FOR VACATION, DEDICATION
AND WIDENING OF SPECIFIED PUBLIC WAYS IN
VICINITY OF SOUTH FINANCIAL PLACE,
SOUTH LASALLE STREET, WEST
POLK STREET AND WEST
STOWELL STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of South Financial Place and South LaSalle Street between West Polk Street and West Taylor Street; also West Taylor Street between South Wells Street and South Financial Place; also West Taylor Street between South LaSalle Street and South Clark Street; also all the remaining part of West Stowell Street west of South Clark Street; also the south 303 feet (more or less) of the north/south 10-foot public alley in the block bounded by West Polk Street, West Taylor Street, South Wells Street and South Financial Place; also providing for the dedication of South Wells Street between West Taylor Street and West Roosevelt Road; also the widening of an area 5 feet by 303 feet on the east side of South Wells Street north of the north line of West Taylor Street; and also the dedication of a 20-foot east/west public alley running east from South Wells Street and located 303 feet north of West Taylor Street, for Walsh, Higgins and Company and CSX Realty (File No. 16-1-91-1638); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 10, CHAPTER 28,
SECTION 670 OF MUNICIPAL CODE OF
CHICAGO TO DESIGNATE SPECIFIED
AREAS OF FIRST WARD AS
ADVERTISING BENCH
"RESTRICTED
ZONES".

Also, a proposed ordinance to amend Title 10, Chapter 28, Section 670, paragraph (11) of the Municipal Code of Chicago which would designate specified areas along portions of South Ashland Avenue, the Eisenhower Expressway, the Dan Ryan Expressway, South Damen Avenue, West Jackson Boulevard and South Michigan Avenue as advertising bench "restricted zones", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO HAYMAN REALSOURCE
COMPANY TO MAINTAIN AND USE PORTION OF
PUBLIC WAY ADJACENT TO 208 SOUTH
LA SALLE STREET FOR LIVE
ENTERTAINMENT AND
VIEWING AREA.

Also, a proposed ordinance to grant permission and authority to Hayman Realsource Company to maintain and use a portion of the public way adjacent to 208 South LaSalle Street for the purpose of providing live entertainment and a viewing area for said entertainment, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.

Also, nine 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:

Burger King Corporation, doing business as Burger King -- 24 -- 26 South Michigan Avenue;

Electric Beer Pump, Inc., doing business as Alcock's "We Rock" -- 411 South Wells Street;

Gourmet Kitchen's, Inc., doing business as Mariam's Cafe -- 1235 West Grand Avenue;

Meta-Mobile, Inc., doing business as Green Street Cafe -- 333 South Green Street;

Ms. Angela Mitchell, doing business as Artist's Restaurant -- 412 South Michigan Avenue;

Muses Food and Liquor, Inc., doing business as Nine (9) Muses Bar and Grill -- 315 South Halsted Street;

Pago Pago IV, Inc., doing business as Pago Pago Cantonese Restaurant -- 600 South Dearborn Street;

520 South Michigan Avenue Associates, Ltd., doing business as Sweet 'N' Simple -- 520 South Michigan Avenue; and

733 South Dearborn Corporation, doing business as Moonraker -- 733 South Dearborn Street.

Referred -- AUTHORIZATION TO CONFER HONORARY
DESIGNATIONS ON PORTIONS OF
SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to confer honorary designations on specified portions of the

public way, as noted, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West Grand Avenue, between North Ashland Avenue and North Halsted Street -- as "Daniel D. 'Moose' Brindisi Avenue"; and

East 8th Street (the south side border of the Chicago Hilton Hotel, 720 South Michigan Avenue) -- as "Sam Cascio Drive".

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON
PORTIONS OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to Ms. Kathy Osterman, Executive Director, Mayor's Office of Special Events, to close to traffic those portions of East Jackson Boulevard, between South Lake Shore Drive and South Michigan Avenue, and the east side of South Columbus Drive, between East Monroe Street and East Congress Parkway, for the period extending June 3 through June 15, 1992, for the conduct of the Chicago Gospel Festival and the Chicago Blues Festival, respectively, which were *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
224 SOUTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Vivienne Brown to hold a sidewalk sale in front of 224 South Michigan Avenue during the periods of June 5 through June 7 and June 13 and 14, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF NORTH MARSHFIELD AVENUE
FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Esperanza School to close to traffic the 500 block of North Marshfield Avenue to accommodate the loading and unloading of buses, during the periods of 9:00 A.M. to 9:30 A.M. and 2:15 P.M. to 2:45 P.M., on all school days, for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO MAINTAIN EXISTING CANOPY AT
818 -- 828 SOUTH WABASH AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Burnham Park Plaza Associates to maintain and use two canopies attached to the building or structure at 818 -- 828 South Wabash Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MAZOLA (1st Ward) And
ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64,
SECTIONS 180(a) AND (b) OF MUNICIPAL CODE
OF CHICAGO TO REVISE BOUNDARIES
OF LOOP PARKING BAN.

A proposed ordinance to amend Title 9, Chapter 64, Sections 180 (a) and (b) of the Municipal Code of Chicago which would revise the boundaries of the Loop parking ban to the area bounded by Canal Street, the Chicago River, Michigan Avenue and Congress Parkway; and further, would only allow the parking of commercial vehicles in designated loading zones in said area, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

**ALDERMAN MAZOLA (1st Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 2, CHAPTER 74 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 170
TO PROHIBIT DISCLOSURE OF IDENTITY OF
MUNICIPAL EMPLOYEES PURSUING
INVESTIGATION OF ALLEGED
MISMANAGEMENT.

A proposed ordinance, presented by Aldermen Mazola, Buchanan, Fary, Murphy, Laski, Bialczak, Mell, Doherty and Schulter, to amend Title 2, Chapter 74 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 170, which would establish regulations prohibiting the disclosure of the identity of any city employee, who has reasonably made allegations of regulatory violations and/or departmental mismanagement, without the consent of said employee, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- PERSONS WITH CITY CONTRACTS IN EXCESS
OF \$50,000 URGED TO ENSURE AT LEAST FIFTY
PERCENT OF TOTAL CONTRACT HOURS
ARE PERFORMED BY
CITY RESIDENTS.

Also, a proposed resolution presented by Aldermen Mazola, Buchanan, Fary, Murphy, Laski, Bialczak, Mell, Doherty and Schulter, urging that all persons with city contracts in excess of \$50,000 to take the action necessary to ensure that at least fifty percent of the total contract worker hours are performed by residents of the City of Chicago, which was *Referred to the Committee on the Budget and Government Operations.*

Presented For

ALDERMAN RUSH (2nd Ward):

TRIBUTE TO LATE MRS. MATTIE ALLEN.

A proposed resolution, presented by Alderman Troutman, reading as follows:

WHEREAS, Mrs. Mattie Allen, born November 15, 1915 in Tallassee, Alabama, came to Chicago with her late husband, the Reverend William Allen in 1950; and

WHEREAS, Mrs. Allen and her husband became the first African-American envoys of the Chicago Salvation Army in 1956; and

WHEREAS, Mrs. Allen's work with the Salvation Army enabled her to establish recreational activities and bible study programs on the south side of Chicago, and gained her wide recognition for her "El Train" ministry; and

WHEREAS, Mrs. Allen and her husband were recipients of the 1977 Gutenberg Award from the American and Chicago Bible Societies for her significant contribution "to the distribution of the word of God and furthering His Kingdom"; and

WHEREAS, Former Mayor Michael Bilandic declared April 28, 1977, "Reverend and Mrs. William Allen Day" in the City of Chicago; and

WHEREAS, Mrs. Mattie Allen departed this life on February 14, 1992; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby recognizes the outstanding achievements and contributions of Mrs. Mattie Allen and salutes her life and legacy that inspired and comforted those who crossed her path; and

Be It Further Resolved, That suitable copies of this resolution be made available for the family of Mrs. Mattie Allen.

Alderman Troutman 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 Troutman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Presented By

**ALDERMAN RUSH (2nd Ward),
ALDERMAN MAZOLA (1st Ward),
ALDERMAN TILLMAN (3rd Ward) And
ALDERMAN TROUTMAN (20th Ward):**

Referred -- HONORARY DESIGNATION OF PORTION OF SOUTH INDIANA AVENUE AS "ROBERT SENGSTACKE ABBOTT BOULEVARD".

A proposed ordinance to designate that part of South Indiana Avenue, between East 14th Street and East 63rd Street, as "Robert Sengstacke Abbott Boulevard", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH KIMBARK AVENUE AS "FATHER THOMAS J. FITZGERALD AVENUE".

A proposed ordinance authorizing the Commissioner of Transportation to

confer the honorary designation of "Father Thomas J. Fitzgerald Avenue" on that part of South Kimbark Avenue, between East 54th and East 55th Streets, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- AMENDMENT OF VARIOUS SECTIONS OF TITLES 3, 4, 10, 15 AND 17 (CHICAGO ZONING ORDINANCE), REPEAL OF VARIOUS SECTIONS OF TITLES 4, 10, 11 AND 13, AND ADDITION OF NEW TITLE 3, CHAPTER 6, SECTION 010 OF MUNICIPAL CODE OF CHICAGO TO ABOLISH EXEMPTION OF CHARITABLE AND NON-PROFIT ORGANIZATIONS FROM PAYMENT OF VARIOUS CITY FEES.

A proposed ordinance to amend various sections of Titles 3, 4, 10, 15 and 17 (the Chicago Zoning Ordinance) and to repeal specified sections of Titles 4, 10, 11 and 13 of the Municipal Code of Chicago which would, collectively, and particularly with the addition of Title 3, Chapter 6, Section 010, abolish and prohibit the exemption of charitable and non-profit organizations from the payment of various city fees pursuant to either status, which was *Referred to the Committee on Finance.*

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY HYDE PARK HOSPITAL.

Also, a proposed ordinance requiring Hyde Park Hospital to pay a Ten Dollar license fee for each of the special police employed at 5800 South Stony Island Avenue, pursuant to the provisions of Title 4, Chapter 280, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO EDWARD TUNNEY
ENTERPRISES (DOING BUSINESS AS ANN SATHER
RESTAURANT OF HYDE PARK) FOR
SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Edward Tunney Enterprises, doing business as Ann Sather Restaurant of Hyde Park, to maintain and use a portion of the public way adjacent to 1329 East 57th Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN STEELE (6th Ward):

EXPRESSION OF OPPOSITION TO CURRENT CHECK CASHING
FEES IMPOSED ON GOVERNMENT CHECKS BY
CURRENCY EXCHANGES AND SUPPORT
FOR RECENT EFFORTS TO
REGULATE SUCH COSTS.

A proposed resolution reading as follows:

WHEREAS, There are close to 700 currency exchanges in Illinois, including over 450 within the City of Chicago; and

WHEREAS, In many communities, currency exchanges outnumber banks by a 10-1 margin; and

WHEREAS, The State of Illinois and federal government distribute many different types of public benefit checks, including unemployment, social security, general assistance, A.F.D.C., and veteran's disability; and

WHEREAS, Many people who receive government checks do not have access to any other financial institution besides a currency exchange; and

WHEREAS, Currently, recipients pay 90 cents plus 1.2% of the face value of the public benefit check at currency exchanges; and

WHEREAS, A mother of two cashing a \$367 public aid check would pay \$5.30 each month, plus additional fees for money orders or utility bill payments; and

WHEREAS, Many senior citizens and other people on fixed incomes spend 2% or more of their limited income at currency exchanges; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, express our opposition to the current cost of check cashing at currency exchanges for governmental checks and support efforts to regulate the cost of cashing public support checks at currency exchanges.

Alderman Steele 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 Steele, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 16 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 022 AND 024 TO ALLOW DETENTION OF MINORS IN VIOLATION OF CURFEW REGULATIONS AND TO ESTABLISH FINE SCHEDULE FOR GUARDIANS ALLOWING SUCH VIOLATIONS TO OCCUR.

A proposed ordinance to amend Title 8, Chapter 16 of the Municipal Code of

Chicago by adding thereto two new sections, to be known as Sections 022 and 024, which would allow police officers to detain minors found in violation of curfew regulations and which would establish a fine schedule applicable to guardians of said minors who knowingly allow such violations to occur, respectively, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN BUCHANAN (10th Ward)
And OTHERS:

Referred -- DEPARTMENTS OF PERSONNEL AND POLICE URGED TO
RE-EXAMINE POLICE APPLICANTS FOUND UNQUALIFIED
PURSUANT TO PSYCHOLOGICAL TESTING
PROGRAM AS ADMINISTERED BY
FORMER TESTING COMPANY.

A proposed resolution, presented by Aldermen Buchanan, Fary, Murphy, Laski, Mell and Schulter, urging the Departments of Personnel and Police to re-examine those police applicants that were found unqualified pursuant to the psychological testing program as administered by the city's former testing company, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- EXEMPTION OF MS. JUSTINE THOMAS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITY AT 3451 SOUTH
WALLACE STREET.

A proposed ordinance to exempt Ms. Justine Thomas from the physical barrier requirement pertaining to alley accessibility for the parking facility located at 3451 South Wallace Street, pursuant to Title 10, Chapter 20, Section

210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF 1992 ITINERANT
WHOLESALE FOOD VENDORS LICENSE FEE FOR
GREATER CHICAGO FOOD DEPOSITORY.

A proposed order directing the Department of Revenue to waive the 1992 Itinerant Wholesale Food Vendors License fee for the Greater Chicago Food Depository, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO MAINTAIN EXISTING CANOPIES AT
SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue 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:

Raul Martinez, doing business as Exclusive Cuts -- for one canopy at 4624 South Western Avenue; and

The Zemsky Corporation, doing business as Zemsky Department Store -- for one canopy at 4181 -- 4193 South Archer Avenue.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020(e)
OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE
OF NEW PACKAGE GOODS LICENSES ALONG
PORTIONS OF WEST 55TH AND WEST
59TH STREETS.

A proposed ordinance to amend Title 4, Chapter 172, Section 020(e) of the Municipal Code of Chicago which would disallow the issuance of new package goods licenses for any premises on both sides of West 55th Street, from South Western Avenue to South St. Louis Avenue; and on both sides of West 59th Street, from South Kedzie Avenue to South Central Park Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
SPECIFIED PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Greater Southwest Development Corporation to hold a sidewalk sale on both sides of West 63rd Street, between South Bell Avenue and South Central Park Avenue; South Kedzie Avenue, between West 62nd and West 64th Streets; and South Western Avenue, between West 60th and West 64th Streets, for the period extending June 18 through June 20, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN JONES (15th Ward):

COMMENDATIONS EXTENDED TO REVEREND A. R. LEAK, SR.,
FOR OUTSTANDING LEADERSHIP AND CITIZENSHIP.

A proposed resolution reading as follows:

WHEREAS, Reverend A. R. Leak, Sr., is founder and pastor of Saint Andrews Temple of Faith, Truth and Love, a solid religious institution extremely important to Chicago's south side community at 1743 West Marquette Road; and

WHEREAS, One of our city's most caring and compassionate citizens, Reverend A. R. Leak, Sr., a towering figure in the funeral business, has devoted over half a century to the burial of the dead and the comfort of the bereaved; and

WHEREAS, In addition to his duties as pastor and funeral director, Reverend A. R. Leak, Sr., is the founder and guiding force of the Civic Liberty League of Illinois, which provides much needed assistance to the underprivileged and aids in community endeavors. A figure of national as well as local prominence, Reverend Leak marched with Dr. Martin Luther King, Jr., and throughout his life has participated in campaigns for human dignity and equality; and

WHEREAS, In honor of this outstanding citizen and religious leader, the segment of West Marquette Road lying between South State Street and South California Avenue is being given the honorary street name of "Reverend A. R. Leak, Sr., Drive"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twentieth day of May, 1992, A.D., do hereby commend Reverend A. R. Leak, Sr., for his inspiring example as citizen and as religious leader, and extend to him our gratitude and best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend A. R. Leak, Sr..

Alderman Jones 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 Jones, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTIONS
020(d) AND (e) OF MUNICIPAL CODE OF CHICAGO TO
DISALLOW ISSUANCE OF NEW LIQUOR AND
PACKAGE GOODS LICENSES ALONG
PORTION OF SOUTH DAMEN
AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 172, Sections 020(d) and (e) of the Municipal Code of Chicago which would disallow the issuance of new liquor and package goods licenses along that part of South Damen Avenue, between West 55th and West 75th Streets, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF WEST 69TH STREET FOR CONDUCT
OF LITHUANIAN DANCE FESTIVAL.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Marquette Park Lithuanian Homeowners Association to close to traffic that part of West 69th Street, between South Washtenaw and South Western Avenues, on Sunday, July 5, 1992, for the conduct of the Lithuanian Dance Festival, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- PERMISSION FOR INSTALLATION OF
ILLUMINATED WALL SIGNS AT 6250 SOUTH
HALSTED STREET.

A proposed ordinance to grant permission to Acme-Wiley Corporation to install two illuminated wall signs at 6250 South Halsted Street, for Walgreen's, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN STREETER (17th Ward):

COMMENDATIONS EXTENDED TO REVEREND CARLIE EARL
BARNES, JR., FOR COMMUNITY CONTRIBUTIONS.

A proposed resolution reading as follows:

WHEREAS, Carlisle Earl Barnes, Jr. was the first of twelve children born to the late Carlisle Earl and Earline Barnes January 8, 1937 in Prentiss, Mississippi; and

WHEREAS, Carlisle married Mary Yvonne Ray, August 23, 1964. He is the proud father of three; and

WHEREAS, Carlisle received his formal education from several institutions. He was a graduate of Dunbar Vocational High School, attended Central Y.M.C.A. College, Prentiss Institute, Moody Bible School and is an alumni of Chicago Baptist Institute; and

WHEREAS, Reverend Barnes was divinely called to the ministry. He preached his first sermon and was licensed on the third Sunday in January, 1969 at the Saint Paul Baptist Church. He was called to the Antioch Missionary Baptist Church in December, 1969 and was then ordained by the late Reverend J. J. Taylor, Pastor of the Saint Paul Baptist Church; and

WHEREAS, Pastor Barnes has chaired and co-chaired the Simultaneous Revival of the Baptist Pastor's Conference. He was Third and First Vice-Moderator of the Salem Baptist District Association; Program Chairman of the Baptist Pastor's Conference and a member of various local, district, state and national committees; and

WHEREAS, Reverend Barnes is presently Moderator of the Salem Baptist District Association; Chairman of the Advisory Board of Metro Ministries; Chairman of the Home Mission Drive of Baptist General State Convention of Illinois, Incorporated of the National Baptist Convention and Commissioner of Finance; and

WHEREAS, The membership of Antioch Missionary Baptist Church is taking this time to honor our Pastor, Reverend C. E. Barnes, Jr. for guidance and his many accomplishments for the past twenty-three years. Many projects and auxiliaries have been accomplished and organized under his leadership; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twentieth day of May, 1992, A.D., do hereby honor Reverend Carsie Earl Barnes, Jr. for his contributions to his community, Chicago and the nation; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend C. E. Barnes, Jr. and his church family.

Alderman Tillman 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 Tillman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY TRUE TEMPLE
OF SOLOMON.

Also, a proposed ordinance requiring True Temple of Solomon to pay a Ten Dollar license fee for each of the special police employed at 7138 South Halsted Street, pursuant to the provisions of Title 4, Chapter 280, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- EXEMPTION OF BRASS FOUNDATION FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITY ADJACENT TO 8000 SOUTH
RACINE AVENUE.

A proposed ordinance to exempt the Brass Foundation from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 8000 South Racine Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF SOUTH ST. LOUIS AVENUE FOR
FAMILY FESTIVAL.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Saint Denis Church to close to traffic that part of South St. Louis Avenue, between West 83rd Street and West 83rd Place, for the period extending June 9 through June 14, 1992, for the conduct of a family festival

and carnival, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN RUGAI (19th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC
ALLEY IN BLOCK BOUNDED BY WEST 95TH STREET,
WEST 96TH STREET, SOUTH LONGWOOD DRIVE
AND SOUTH WOOD STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all of the east/west public alley running east from South Longwood Drive and 86 feet south of West 95th Street as widened in the block bounded by West 95th Street, West 96th Street, South Longwood Drive and South Wood Street, for the Department of Transportation (File No. 7-19-92-1681); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Rugai 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 Rugai, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO SAINT XAVIER UNIVERSITY
TO INSTALL PVC INTERNAL TELEPHONE COMMUNICATION
CABLE CONDUITS UNDER PORTION OF
WEST 103RD STREET.

Also, a proposed ordinance to grant permission and authority to Saint Xavier University to install, maintain and use PVC internal telephone communication cable conduits under and across a portion of West 103rd Street, connecting the building at 3700 West 103rd Street with the building at 3825 West 103rd Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CITY COUNCIL COMMITTEE ON POLICE AND FIRE
URGED TO HOLD HEARINGS ON PROMOTIONAL
PROCEDURES, REQUIREMENTS AND
EXAMINATIONS OF CHICAGO
FIRE DEPARTMENT.

Also, a proposed resolution urging the City Council Committee on Police and Fire to hold hearings on the promotional procedures utilized by the Chicago Fire Department and the feasibility of making public the requirements and examination score levels needed to achieve promotions within said department, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES
AT 910 -- 918 EAST 63RD STREET.

Two proposed orders directing the Commissioner of Transportation to grant

permission to Value Now, Inc., to hold sidewalk sales at 910 -- 918 East 63rd Street on each Friday and Saturday for the periods extending May 22 through May 30 and June 5 through June 27, 1992, respectively, which were *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH JUSTINE STREET AS
"REVEREND RONALD WEBB STREET".

A proposed order directing the Commissioner of Transportation to designate that part of South Justine Street, between West 92nd and West 93rd Streets, as "Reverend Ronald Webb Street", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN GARCIA (22nd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF FREE
GENERAL BUSINESS LICENSE TO NATIONAL
ASSOCIATION OF LATINO ELECTED
OFFICIALS UNDER NOT-FOR-PROFIT
STATUS.

A proposed ordinance authorizing the Director of Revenue to issue a general business license to the National Association of Latino Elected Officials, free of charge, under its not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO HOLD SIDEWALK SALES
ON PORTION OF WEST 26TH STREET.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the Little Village Chamber of Commerce to hold sidewalk sales on both sides of West 26th Street, between South Sacramento Avenue and South Kostner Avenue, for the periods of June 18 through June 21 and August 20 through August 23, 1992, respectively, which were *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR TRAFFIC CLOSURE ON
PORTION OF SOUTH BOULEVARD WAY FOR
PUBLIC BENEFIT.

Also, a proposed order directing the Commissioner of Transportation to close to traffic that part of South Boulevard Way, from the dead end to the first alley south thereof, for public benefit, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN GARCIA (22nd Ward)
And OTHERS:

Referred -- MR. RONALD GIDWITZ, PRESIDENT OF BOARD
OF TRUSTEES OF CITY COLLEGES OF CHICAGO,
URGED TO APPEAR BEFORE CITY COUNCIL
COMMITTEE ON EDUCATION TO ADDRESS
PLANS TO IMPROVE EDUCATIONAL
SERVICES TO LATINO
COMMUNITY.

A proposed resolution, presented by Aldermen Garcia, Medrano, Suarez, Mell, Wojcik and Shiller, urging Mr. Ronald Gidwitz, President of the Board of Trustees for the City Colleges of Chicago, to appear before the City Council

Committee on Education to address the City Colleges' plans to improve educational services to the citizenry of the City of Chicago, particularly the Latino community, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4, SECTION 52(b)
OF MUNICIPAL CODE OF CHICAGO TO EXPAND AND
EXTEND ANTI-LOITERING PROGRAM IN
TWENTY-THIRD WARD.

A proposed ordinance to amend Title 8, Chapter 4, Section 52(b) of the Municipal Code of Chicago which would expand the anti-loitering program of the 23rd Ward to include the property adjacent to West 63rd Street, between South Harlem Avenue and South Austin Avenue, and to extend said program to the year 1995, which was *Referred to the Committee on Police and Fire*.

Referred -- APPROVAL OF PLAT OF CASIMIR FUNK
RESUBDIVISION ON PORTION OF SOUTH
NATOMA AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Casimir Funk Resubdivision on that part of South Natoma Avenue, south of West 56th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPIES AT 5109 AND 5151
SOUTH PULASKI ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit

to Pulaski Joint Venture, c/o Armour Management Co., to maintain and use two canopies attached to the buildings or structures at 5109 and 5151 South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HENDON (27th Ward):

Referred -- CITY URGED TO MAKE IMMEDIATE APPLICATION
FOR FEDERAL REDEVELOPMENT FUNDING UNDER
URBAN AGENDA PROGRAM.

A proposed resolution urging the immediate application for federal funds under the recently announced "Urban Agenda" program, whereby federal funds are to be made available for redevelopment of blighted areas affected by urban rioting and civil unrest, said funds to be primarily directed to the redevelopment to that part of West Madison Street, between Racine and Kedzie Avenues, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION
071 TO PROHIBIT MECHANICAL
REPAIRS ON OPEN LOTS.

A proposed ordinance to amend Title 7, Chapter 28 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 071, which would prohibit mechanical repairs performed on open lots, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 2500
NORTH CICERO AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Ms. Susan Alvarez, doing business as Funeral Directors, P.C., to maintain and use two canopies attached to the building or structure at 2500 North Cicero Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
MAINTAIN EXISTING CANOPIES AT SPECIFIED
LOCATIONS.

Three proposed orders authorizing the Director of Revenue 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:

Baptist General Conference -- for two canopies at 3301 West Fullerton Avenue (for permit period beginning May 23, 1988);

Baptist General Conference -- for two canopies at 3301 West Fullerton Avenue (for permit period beginning May 23, 1991); and

Mr. Julius W. Bishop, doing business as Caribe Funeral Home -- for one canopy at 3314 West Armitage Avenue.

Presented By

ALDERMAN GABINSKI (32nd Ward):

*Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTION
OF NORTH SANGAMON STREET FOR CONDUCT
OF FUNDRAISING EVENT.*

A proposed order directing the Commissioner of Transportation to grant permission to The Lake Shore Foundation for Animals to close to traffic that part of North Sangamon Street, between West Fry Street and West Chicago Avenue, on Friday, June 5, 1992, for the conduct of a fundraising event, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MELL (33rd Ward):

*Referred -- GRANT OF PRIVILEGE TO AMERICAN INDUSTRIAL TO
MAINTAIN AND USE EIGHT-INCH PIPE UNDER AND
ACROSS PORTION OF PUBLIC ALLEY
ADJACENT TO 2221 WEST
OAKDALE AVENUE.*

A proposed ordinance to grant permission and authority to American Industrial, Division of Steiner Corporation to maintain and use an eight-inch pipe under and along the first north/south public alley west of North Leavitt Street, adjacent to 2221 West Oakdale Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF WEST LOGAN BOULEVARD FOR
SAINT JOHN BERCHMANS CHURCH
CARNIVAL.*

Also, a proposed order authorizing the Commissioner of Transportation to

grant permission to Saint John Berchmans Church, 2517 West Logan Boulevard, to close to traffic that portion of the south drive and parkway in the 2500 block of West Logan Boulevard, for the conduct of a carnival, for the period extending June 1 through June 9, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF DEPARTMENT FEES
FOR PARTICIPANTS IN SAINT JOHN BERCHMANS
CHURCH CARNIVAL.

Also, a proposed order authorizing the Director of Revenue to waive all department fees to participants in the Saint John Berchmans Church carnival to be conducted in the south drive and parkway of West Logan Boulevard, between North Campbell Avenue and North Rockwell Street, for the period extending June 1 through June 9, 1992, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO HOLD SIDEWALK
SALE ON PORTION OF WEST DIVERSEY
AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Woolworth, Inc., c/o Mr. Tom Cassidy to conduct a sidewalk sale on that portion of West Diversey Avenue, from 3401 through 3411, for the period extending May 22 through May 23, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- COMMITTEE ON THE BUDGET AND GOVERNMENT
OPERATIONS URGED TO HOLD MEETINGS ON POTENTIAL
IMPACT OF RECENT U. S. CIVIL RIGHTS ACT
AMENDMENTS ON AFFIRMATIVE ACTION
GOALS FOR CHICAGO FIRE
DEPARTMENT.

A proposed resolution urging the City Council Committee on the Budget and Government Operations to conduct meetings to ascertain the impact of recent amendments to the U. S. Civil Rights Act of 1964 on the affirmative action goals of the Chicago Fire Department, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN WOJCIK (35th Ward),
ALDERMAN BANKS (36th Ward) And
ALDERMAN O'CONNOR (40th Ward):

Referred -- PRESIDENT OF BOARD OF EDUCATION AND
SUPERINTENDENT OF SCHOOLS INVITED TO APPEAR
BEFORE COMMITTEE ON EDUCATION TO DISCUSS
PROGRAMS OFFERING ALTERNATIVES TO
GANG INVOLVEMENT.

A proposed resolution presented by Aldermen Wojcik, Banks, O'Connor, Mazola, Shaw, Buchanan, Fary, Coleman, Murphy, Rugai, Troutman, Garcia, Laski, Medrano, Hendon, Burrell, Bialczak, Suarez, Austin, Giles, Doherty, Natarus, Eisendrath and Levar, inviting the President of the Board of Education and the Superintendent of Schools to appear before the Committee on Education to discuss curriculum offerings and counseling programs that offer alternatives to gang involvement and recruitment and further, to update the committee on the status of safety and security measures employed throughout the district, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN GILES (37th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION
170 OF MUNICIPAL CODE OF CHICAGO TO ALLOW
PARKING OF PICKUP TRUCKS AND/OR VANS
ON RESIDENTIAL STREETS WITHIN
THIRTY-SEVENTH WARD.

A proposed ordinance to amend Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago which would exempt the 37th Ward from regulations which prohibit the parking of pickup trucks and/or vans less than 4,500 lbs. on residential streets, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR'S
LICENSE FEES FOR PARTICIPANTS IN WEST
ANDERSONVILLE FLEA MARKET
AND STREET FAIR.

A proposed order authorizing the Director of Revenue to waive the Food Vendor's License fee for all participants in the West Andersonville Flea Market and Street Fair to be held on that portion of North Paulina Street, between West Foster Avenue and West Balmoral Avenue; and those portions of West Berwyn Avenue and West Summerdale Avenue, between the east/west alleys of North Paulina Street during the period of August 28, and August 29, 1992, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPIES AT 4601
NORTH KEDZIE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. James L. Prange, doing business as Renaissance Properties, to maintain and use three canopies attached to the building or structure at 4601 North Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO HOOTERS OF
WELLS STREET, INC.

A proposed ordinance to amend an ordinance passed by the City Council on October 2, 1991 (Council Journal of Proceedings, page 6396), which authorized a grant of privilege to Hooters of Wells Street, Inc., by striking from paragraph 1 the dimensions "110 feet in length", and inserting in lieu thereof "165 feet in length", and in paragraph 2 by striking the compensation sum of "One Hundred Thirty-five and no/100 Dollars (\$135.00)" and inserting in lieu thereof "One Hundred Ninety and no/100 Dollars (\$190.00)", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 200
OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH
CERTAIN ON-STREET PARKING METER
RATES FOR SPECIFIED AREA IN
FORTY-SECOND WARD.

Also, a proposed ordinance to amend Title 9, Chapter 64, Section 200 of the

Municipal Code of Chicago, by the addition of a new paragraph to be known as paragraph (c) which would establish a 25 cents per 30-minute on-street parking meter rate, with a two-hour limit, for a specified area of the 42nd Ward, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION TO CONFER HONORARY
DESIGNATIONS ON PORTIONS OF DIVISION
STREET BRIDGE.

Also, two proposed ordinances authorizing the Commissioner of Transportation to confer honorary designations on portions of the Division Street Bridge, as noted, which were *Referred to the Committee on Transportation and Public Way*, as follows:

North Branch Canal of the Chicago River -- as "Studs Terkel Bridge"; and

North Branch of the Chicago River -- as "Chas. Levy Bridge".

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.

Also, sixteen 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:

Bar-Louie, Inc., doing business as Bar Louie -- 226 West Chicago Avenue;

Creama Dolce, Ltd., doing business as Creama Dolce Ristorante -- 2 West Elm Street;

Delizioso, Inc., doing business as Panino's Restaurant -- 7 West Kinzie Street;

Gino's East Corporation, doing business as Gino's East -- 160 -- 164 East Superior Street;

Grand and Wells Tap, Inc., doing business as Grand and Wells Tap -- 531 North Wells Street;

Kinzie Restaurant Limited Partnership, doing business as Harry Caray's Restaurant -- 33 West Kinzie Street;

Moose Head Bar and Grill of Chicago, Inc., doing business as The Moosehead Bar and Grill -- 240 East Ontario Street;

Pizzeria Uno, Inc., doing business as Pizzeria Uno -- 29 East Ohio Street;

RAREE Restaurant Co., doing business as Parrinello's -- 535 North Wells Street;

Rose-Rush, Inc., doing business as Bocciola -- 55 East Superior Street;

Rose-Wells, Inc., doing business as Centro Restaurant -- 710 North Wells Street;

The Shamrock Club, Inc., doing business as The Shamrock Club -- 210 West Kinzie Street;

Surpi, Inc., doing business as Windy City Restaurant -- 431 North Wells Street;

Trocadero, Inc., doing business as Kinzie Street Bistro -- 400 North Wells Street;

Wexford Organics, Inc., doing business as The Organic Tomato -- 22 West Maple Street; and

508 North Enterprises, Inc., doing business as Bravissimo Restaurant -- 508 North Clark Street.

Referred -- PERMISSION TO CONDUCT BASTILLE
DAY FESTIVAL ADJACENT TO
676 NORTH LASALLE STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to The Blue Frog, for the conduct of a Bastille Day Festival in the parking lot adjacent to 676 North LaSalle Street, for the period extending

July 16 through July 18, 1992, and further, for the erection of a tent in conjunction with said event, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF WEST HUBBARD STREET FOR
CONDUCT OF "GREEK HERITAGE NIGHT".

Also, a proposed order authorizing the Commissioner of Transportation to grant permission to Mr. Paul E. Chronis/McDermott, Will & Emery, for the Hellenic Museum and Cultural Center, to close to traffic that portion of West Hubbard Street, between North Franklin Street and North Orleans Street, on Friday, May 15, 1992, for the conduct of Greek Heritage Night, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO SENECA APARTMENTS LIMITED PARTNERSHIP
FOR LANDSCAPING AND STREETSCAPING
PRIVILEGES ADJACENT TO
200 EAST CHESTNUT
STREET.

Also, a proposed order directing the Commissioner of the Department of Transportation to issue the necessary permits to Seneca Apartments Limited Partnership to install trees, tree pits, grating, decorative iron work, brick pavers, planters and a decorative sidewalk and driveway adjacent to 200 East Chestnut Street, without compensation and pursuant to certain conditions rendering the adjacent property owner fully responsible for the maintenance thereof, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO RUSH-OAK LIMITED PARTNERSHIP FOR
LANDSCAPING AND STREETSCAPING
PRIVILEGES ADJACENT TO
25 EAST OAK STREET.

Also, a proposed order directing the Commissioner of the Department of

Transportation to issue the necessary permits to Rush-Oak Limited Partnership, an Illinois limited partnership, to install trees, tree pits, grating, planter boxes, decorative street lights, brick pavers and a decorative sidewalk adjacent to 25 East Oak Street, without compensation and pursuant to certain conditions rendering the adjacent property owner fully responsible for the maintenance thereof, 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, two proposed orders authorizing the Director of Revenue 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:

Chicago Place by Brookfield Retail Centers, Inc. -- for eight canopies at 700 North Michigan Avenue; and

Ranalli's Off Rush -- for one canopy at 24 West Elm Street.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 8 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SECTION 301 WHICH WOULD REGULATE
USE OF "ADVERTISING VEHICLES".

A proposed ordinance to amend Title 10, Chapter 8 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 301, which would define and regulate the use of advertising vehicles within the City of Chicago and establish a fine structure for violation of said prohibition, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.

Also, four 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:

Gastronomical Pleasures, Inc., doing business as Picolo Mondo Cafe --
2460 North Clark Street;

John B. Incorporated, doing business as John Barleycorn Restaurant --
658 West Belden Avenue;

Michael's of Lincoln Park, Inc., doing business as Michael's Chicago Style
Red Hots -- 1946 North Clark Street; and

Starbuck's Coffee -- 1001 West Armitage Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
BELDEN STRATFORD APARTMENTS LIMITED
PARTNERSHIP FOR LANDSCAPING AND
STREETSCAPING PRIVILEGES
ADJACENT TO 2300 NORTH
LINCOLN PARK WEST.

Also, a proposed order directing the Commissioner of the Department of Transportation to issue the necessary permits to Belden Stratford Apartments Limited Partnership to install trees, tree grates, brick pavers, bicycle racks and decorative sidewalks adjacent to 2300 North Lincoln Park West, without compensation and pursuant to certain conditions rendering the adjacent property owner fully responsible for the maintenance thereof, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF TITLE 17, ARTICLE 11, SECTION 11.11-1
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) BY ALLOWING DEVELOPMENT OF
LAND AS ACCESSORY OR NON-ACCESSORY
PARKING FACILITY WHEN PROCESSED
AS PLANNED DEVELOPMENT.

Also, a proposed ordinance to amend Title 17, Article 11, Section 11.11-1 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) by adding a new paragraph, to be known as paragraph (t), which would allow for the development of land as an accessory or non-accessory parking facility only when processed as a planned development, which was *Referred to the Committee on Zoning*.

Referred -- AMENDMENT OF TITLE 17, ARTICLE 7.3-4(13)
(CHICAGO ZONING ORDINANCE) AND TITLE 4,
CHAPTER 208, SECTIONS 170 AND 190
OF MUNICIPAL CODE OF CHICAGO
DEFINING AND REGULATING
OPERATION OF CLASS IV
PUBLIC GARAGES.

Also, a proposed ordinance to amend Title 17, Article 7.3-4(13) (the Chicago Zoning Ordinance) and Title 4, Chapter 208, Sections 170 and 191, respectively, of the Municipal Code of Chicago which would define Class IV public garages, regulate the location and operation thereof, and designate such as a permitted use in R4 General Residence Districts, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172,
SECTIONS 020(d) AND (e) OF MUNICIPAL CODE OF
CHICAGO TO DISALLOW ISSUANCE OF NEW
LIQUOR AND PACKAGE GOODS LICENSES
WITHIN SPECIFIED AREA OF
FORTY-FOURTH WARD.

A proposed ordinance to amend Title 4, Chapter 172, Sections 020(d) and (e)

of the Municipal Code of Chicago which would prohibit the issuance of new liquor and package goods licenses on North Southport Avenue (both sides), between West Diversey Parkway and West Belmont Avenue, for a period of one year from the effective date of this paragraph; and on North Southport Avenue (both sides), between West Belmont Avenue and West Addison Street, for a period of six months from the effective date of this paragraph, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 14, SECTION 420
OF MUNICIPAL CODE OF CHICAGO ALLOWING OPERATION
OF BILLIARD ROOMS DURING HOURS ESTABLISHED
BY LIQUOR LICENSE.

Also, a proposed ordinance to amend Title 4, Chapter 14, Section 420 of the Municipal Code of Chicago which would allow for the operation of billiard rooms in establishments licensed to serve liquor during the hours specified in the liquor license restriction, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, four 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:

The Bread Shop, Inc., doing business as The Bread Shop -- 3400 North Halsted Street;

Hamm Family Enterprises, Inc., doing business as Zigmund's at the Park -- 3700 North Clark Street;

Leona's Pizzeria, Inc., doing business as Leona's -- 3215 North Sheffield Avenue; and

Melrose Corporation, doing business as Melrose Restaurant -- 3233 North Broadway.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF NORTH KINZUA AVENUE AND
WEST DEVON AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Ms. Gina Woods/Edgebrook-Sauganash Chamber of Commerce for a sidewalk sale to be held on North Kinzua Avenue, from 6413 through 6513; and on both sides of West Devon Avenue, between North Minnehaha Avenue and North Kinzua Avenue, during the period of July 31 and August 1, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR'S
LICENSE FEE FOR PARTICIPANTS IN EDGEBROOK-
SAUGANASH CHAMBER OF COMMERCE
SIDEWALK SALE.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor's License fee for the participants in the Edgebrook-Sauganash Chamber of Commerce sidewalk sale to be held on North Kinzua Avenue, from 6413 through 6513; and on both sides of West Devon Avenue, between North Minnehaha Avenue and North Kinzua Avenue, during the period of July 31 and August 1, 1992, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- GRANT OF PRIVILEGE TO UNCOMMON GROUND,
INC. (DOING BUSINESS AS THE UNCOMMON GROUND)
FOR OPERATION OF SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Uncommon

Ground, Inc., doing business as The Uncommon Ground, to maintain and use a portion of the public way adjacent to 1214 West Grace Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO UZDAWINIS AND
KOBAYASHI, INC. (DOING BUSINESS AS CAFE
SELMARIE) FOR OPERATION OF
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Uzdawinis and Kobayashi, Inc., doing business as Cafe Selmarie, to maintain and use a portion of the public way adjacent to 2327 West Giddings Place for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO NORTH CENTER CHAMBER OF COMMERCE FOR
STREETSCAPING ON PORTIONS OF NORTH
LINCOLN AVENUE AND WEST
IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of Transportation to issue the necessary permits to the North Center Chamber of Commerce to place trash receptacles and decorative planters on both sides of North Lincoln Avenue, between West Grace Street and West Montrose Avenue; and on both sides of West Irving Park Road, between North Ravenswood Avenue and North Campbell Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO MAINTAIN EXISTING CANOPIES AT
4821 NORTH DAMEN AVENUE.

Also, two proposed orders authorizing the Director of Revenue to issue permits to Mr. Julius W. Bishop, doing business as Caribe Funeral Home to maintain and use one canopy attached to the building or structure at 4821 North Damen Avenue, which were *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SCHULTER (47th Ward) And
ALDERMAN SHILLER (46th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTIONS
010 AND 130(b) OF MUNICIPAL CODE OF CHICAGO BY
REGULATING ISSUANCE AND USE OF INCIDENTAL
ACTIVITY LICENSES.

A proposed ordinance to amend Title 4, Chapter 172, Sections 010 and 130(b) of the Municipal Code of Chicago by further defining the provisions regulating the issuance and use of incidental activity licenses in the City of Chicago, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN SCHULTER (47th Ward) And
ALDERMAN M. SMITH (48th Ward):

Referred -- AMENDMENT OF TITLE 14, CHAPTER 40, SECTION
120 OF MUNICIPAL CODE OF CHICAGO BY EXPANDING
SIGN APPLICATIONS REQUIRING ALDERMANIC
RECOMMENDATION.

A proposed ordinance amending Title 14, Chapter 40, Section 120 of the

Municipal Code of Chicago by expanding the requirement for aldermanic recommendation to all signs or signboards permitted by Chapter 40, which was *Referred to a Joint Committee to be composed of members of the Committee on License and Consumer Protection and members of the Committee on Zoning.*

Referred -- AMENDMENT OF TITLE 14, CHAPTER 40, SECTION
180 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT
ERECTION OF SIGNS AND SIGNBOARDS IN
R1 THROUGH R8 GENERAL RESIDENCE
DISTRICTS.

Also, a proposed ordinance to amend Title 14, Chapter 40, Section 180 of the Municipal Code of Chicago by adding thereto a new subparagraph to be known as subparagraph (k), which would disallow the erection of signs and signboards within one hundred fifty feet of R1 through R8 General Residence Districts, which was *Referred to a Joint Committee to be composed of members of the Committee on License and Consumer Protection and members of the Committee on Zoning.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE
FEES FOR PARTICIPANTS IN SAINT ANDREW'S
1992 GREEK ORTHODOX FESTIVAL.

Two proposed orders authorizing the Director of Revenue to waive the Special Event Food Vendor's License and General Retail License fees for all vendors participating in the Saint Andrew's 1992 Greek Orthodox Festival to be held adjacent to 5649 North Sheridan Road on Sunday, July 12, 1992, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- GRANT OF PRIVILEGE TO LEONA'S PIZZERIA
(DOING BUSINESS AS LEONA'S PIZZERIA)
FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Leona's Pizzeria, doing business as Leona's Pizzeria, to maintain and use a portion of the public way adjacent to 6935 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 PERMITS
TO MAINTAIN EXISTING CANOPIES AT
SPECIFIED LOCATIONS.

Also, four proposed orders authorizing the Director of Revenue 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:

Affy Tapple, Inc. -- for one canopy at 7110 North Clark Street;

Devon-Morseview Drugs, Inc. -- for one canopy at 1358 West Devon Avenue (permit coverage period beginning 1988);

Devon-Morseview Drugs, Inc. -- for one canopy at 1358 West Devon Avenue (permit coverage period beginning 1991); and

Ms. Jeanette J. Galea, doing business as Apartments! Apartments!
Apartments! -- for one canopy at 1604 West Morse Avenue.

Presented For

ALDERMAN STONE (50th Ward):

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF WEST PRATT BOULEVARD AS
"CITY OF HOPE DRIVE".

A proposed ordinance, presented by Alderman Madrzyk, authorizing the Commissioner of Transportation to confer the honorary designation of "City of Hope Drive" on that part of West Pratt Boulevard, from North Western Avenue to the first alley west thereof, 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 MAZOLA (1st Ward):

DePaul University -- for the rehabilitation of the DePaul Center Facility (formerly known as the Goldblatt Building) on the premises known as 333 South State Street.

BY ALDERMAN EVANS (21st Ward):

The Salvation Army -- for the construction of a garage on the premises known as 1501 West 87th Street.

BY ALDERMAN MEDRANO (25th Ward):

El Valor Corporation -- for the construction of a children's center on the premises known as 1931 West 19th Street.

BY ALDERMAN GABINSKI (32nd Ward):

Midtown Educational Foundation -- for the rehabilitation of existing structure (including some demolition) on the premises known as 1825 North Wood Street.

BY ALDERMAN DOHERTY (41st Ward):

Catholic Archdiocese/Our Lady Mother of the Church parish -- for the erection of a canopy with steeple at the front of the church building on the premises known as 8747 West Lawrence Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Oak Street Council -- for the erection of two sculptures on the public right-of-way at 115 East Oak Street and the northeast corner of North Rush Street and East Oak Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN TROUTMAN for ALDERMAN RUSH (2nd Ward):

Edison L. Hoard Early Childhood Learning Center, 3948 South State Street.

Horizon House Head Start Program, 3542 -- 3544 South State Street.

Ida B. Wells Day Care Center, 3641 South Rhodes Avenue.

Robert Taylor Head Start Program, 4331 South State Street.

State Way Gardens Day Care Center, 3500 South State Street.

BY ALDERMAN BLOOM (5th Ward):

Lakeview Living Center, 7270 South South Shore Drive.

BY ALDERMAN STEELE (6th Ward):

Topsy Turby Nursery and Kindergarten, 725 East 75th Street.

BY ALDERMAN TROUTMAN (20th Ward):

Chicago Seventh-day Adventists Academy, 8517 South State Street.

Church of the Good Shepherd Day Care Center, 5700 South Prairie Avenue.

The Woodlawn Organization Day Care Center, 950 East 61st Street.

BY ALDERMAN MEDRANO (25th Ward):

Mount Sinai Hospital and Medical Center, South California Avenue at West 15th Street.

BY ALDERMAN SUAREZ (31st Ward):

The Salvation Army Incarnation Lutheran Church Head Start, 1345 North Karlov Avenue.

BY ALDERMAN MELL (33rd Ward):

Grace Convalescent Home, 2800 West Grace Street (2).

Saint Paul's House, 3831 North Mozart Street (2).

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Bethesda Home, doing business as Bethesda Home and Retirement Center, 2833 North Nordica Avenue.

BY ALDERMAN GILES (37th Ward):

Northwest Institute for Contemporary Learning Center, 4040 West Division Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center, 6501 South South Shore Drive -- annual fuel burning equipment inspection fees.

BY ALDERMAN FARY (12th Ward):

Misericordia Home South, 2916 West 47th Street -- annual fuel burning equipment inspection fees and semi-annual elevator inspection fees (2).

BY ALDERMAN TROUTMAN (20th Ward):

Lake Region Conference, 7008 South Michigan Avenue -- annual public place of assembly inspection fee.

BY ALDERMAN MEDRANO (25th Ward):

Schwab Rehabilitation Center, 1417 South California Avenue -- annual fuel burning equipment inspection fees.

BY ALDERMAN SUAREZ (31st Ward):

Incarnation Lutheran Church, 1345 North Karlov Avenue -- annual fuel burning equipment inspection fees.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 2815 West Byron Street -- annual building inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital/The Streeterville Corporation, 215 East Chicago Avenue -- annual building inspection fee.

REFUND OF FEES:

BY ALDERMAN EISENDRATH (43rd Ward):

Steppenwolf Theatre Company, 1650 North Halsted Street -- refunds in the amounts of \$522.91, \$179.13 and \$227.08.

CANCELLATION OF WATER RATES:

BY ALDERMAN GILES (37th Ward):

Mid-Austin Community Organization, 816 North Laramie Avenue.

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva-Chicago, 6100 North Drake Avenue.

BY ALDERMAN MADRZYK for ALDERMAN STONE (50th Ward):

Congregation Ezras, 2746 -- 2756 West Lunt Avenue.

Friends of Refugees of Eastern Europe, 6604 North Sacramento Avenue.

Northwest Home for the Aged, 6300 North California Avenue.

SENIOR CITIZENS SEWER REFUNDS:
(\$50.00)

BY ALDERMAN MAZOLA (1st Ward):

Alekno, Helen E.

Block, Helen F.

Borsos, Bela

Everett, Jack M.

Kramer, Ferdinand

Lundh, Frances

Miller, Judd L.

Talbot, Donald L.

Williams, George W.

BY ALDERMAN TROUTMAN for ALDERMAN RUSH (2nd Ward):

Brewton, Lois M.

Lyle, Natalie F.

Brock, Arthur

Shelley, Mary E.

Chadwick, Muriel L.

Sneed, Edward J.

Curry, Mary S.

Stephens, Josephine

Hackney, Jeannette B.

Vincent, Geraldine

Hopkins, Myrtle O.

BY ALDERMAN PRECKWINKLE (4th Ward):

Adler, Robert L.	Daniels, Jack and Beverly
Anderson, Frank	Dillard, Dorothy W.
Askew, James Roy	Duncan, Gwendolyn W.
Astro, Sylvia	Feldman, Hilde
Austin, Adelaide M.	Findel, Lillian
Beal, Rufus O.	Frank, Anne
Bernstein, Everett M.	Frankenburger, Margot
Berstein, Ruth W.	Friedrich, Lore
Black, Letha T.	Frye, Wynonia T.
Boehm, Bernice	Fuelner, Margaret J.
Bradford, Lillian	Gaines, Ruben
Brown, Albert B.	Garland, Vivian
Brown, Edward J.	Geeter, Joseph H.
Bruce, Minnie L.	Goldberg, Louise B.
Burnette, Clyde D.	Goodloe, Freda and Dorothy E. Blowin
Bynum, Gloria	Gowland, Robert R.
Chase, Mae	Green, Anne
Clark, Clifford L.	Grinbarg, Thelma
Clark, Helen B.	Gustafson, Helen L.
Clarke, Minnie	Hamner, Eunice K.
Coleman, Albert	Hardiman, Katherine L.
Cook, Georgia	Harris, John H.
Currin, Gwendolyn A.	Harvey, Lessie

Hill, Ralph T.	Moore, Jr., Austin G.
Hirsch, Syrola R.	Moskow, Harry
Howard, Florence E.	Nelson, Dorothy A.
Hughes, Elizabeth	Orman, Ann
Hymen, Lorna M.	Pace, Frances M.
Jackson, Hannah L.	Paris, James A.
Johnson, Edward and Carolyn	Penazola, Esther A.
Johnson, Larney L.	Platt, Sylvia M.
Jones, Ruth	Podolner, Gilbert D.
Kamp, Adele E.	Price, Charlotte S.
Kline, Sid R.	Price, Maurice R.
Kupper, Helen	Punzaian, Aurora E.
Laffitte, Felicia C.	Rand, Sylvia G.
Lansky, Ira L.	Randolph, Marvin O.
Lehrer, Marcus	Ray, Hobert L.
Lowenstein, Harold and Phyllis	Robertson, John M.
Madison, Mercedes	Robinson, Louise M.
Mayberry, Ernestine	Rooth, Eli
McCarron, Antoinette M.	Rosen, Arnold G.
McNeal, Frankye B.	Schultz, Benjamin
Medley, Harriette K.	Schuster, Majorie L.
Mickle, Annie S.	Segal, Ernistine D.
Miller, Dorothy H.	Shapiro, Jean F.
Moman, Jesse L.	Sidney, Nontharee E.

Simmons, Helen
Somerville, Dora B.
Summers, Georgia M.
Takaki, Nobuku
Tickner, Ruth W.
Tyler, JoAnne E.
Washington, Charles
Washington, Gloria H.
Waymen, Ann
Weidemann, Margaret T.

Weinstein, Seymour B.
White, Naomi
Wiggins, Roy
Williams, Zullar
Williamson, Augusta
Winston, Alfred A.
Wollenberger, Ruth
Wood, William S.
Yancy, Eloise
Young, William M.

BY ALDERMAN BLOOM (5th Ward):

Anderson, Linnea O.
Baylous, Robert E.
Brown, Willie B.
Carpenter, Louis E.
Caruthers, Juanita B.
Chertkow, Sara
Cogan, Zitz S.
Davis, Juanita J.
Deutsch, Rozanne O.
Goldiamond, Israel
Grayson, Elizabeth S.
Greenberg, Herbert

Gross, Edward
Hatch, Lillian D.
Hay, Donald A.
Hayashi, James A.
Howe, Helen S.
Johnson, Alma L.
Katz, Sidney
Lach, Donald and Alma
Lawrence, Charles H.
Levieux, Charlette A.
Luecke, Richard H.
Marks, Ira G.

Martin, David S.	Rosen, Albert
Mayer, Frank J.	Rosenbaum, Jurt
McClellan, Edward J.	Rosenstock, Charlotte
McDonald, Herman	Rossin, Rochelle S.
Meyer, Peter	Sack, Lillian
Minnerly, Lucia V.	Schechter, Leonore L.
Mirsky, Marvin	Schwartz, David A.
Mollace, Paul A.	Shapiro, Herman
Nelson, Estes L.	Shefner, Alan M.
Orden, Alex	Sidman, Evelyn P.
Pillet, Roger A.	Sorkin, Aviva D.
Porter, Andrew	Stronks, James B.
Rhinestine, Samuel J.	Williams, Rachel
Roizman, Ludmila L.	Woods, Jessie A.

BY ALDERMAN PRECKWINKLE for ALDERMAN BLOOM (5th Ward):

Badal, David	Chandler, Lucy J.
Baum, Donald C.	Couch, John M.
Bradshaw, Edwynne G.	Davidson, Sidney
Brody, Babette S.	Davis, Meyer
Brownlee, Brady	Ellis, Letty G.
Bruce, Paul G.	Epstein, Laura
Burdeen, Ruth Christine	Estes, Nelson L.
Cammack, Inez L.	Ford, Virginia

Fried, Josef	Maclaire, Florence G.
Ginther, Kathryn J.	Markel, Bernard
Goetz, Ruth	Martin, William E.
Goldberg, Marvin	McCleary, Nan S.
Harris, Adrienne S.	McGrath, Mildred G.
Harris, Juanita	Miles, Cecilia M.
Heydemann, Julius	Miles, Rosalie C.
Hofman, Ludwig	Miller, Rose
Iwagami, Myra	Moss, Joseph J.
Jackson, Ernest and Ruby	Pitel, Martha
Jacobson, Elizabeth R.	Pusstelnik, Fay
Jaffe, Geraldine G.	Randall, Hilda M.
Johnson, Helen P.	Ries, Mildred A.
Jones, Fannie M.	Rosenthal, Ira M.
Judas, Ilse	Rusnak, Maurice
Kay, Birdie R.	Sachs, Robert G.
Kennedy, Leo	Schneider, Betty J.
LaBelle, Bea	Spargo, Benjamin H.
Laevin, Ben	Strawn, Aimee S.
Levin, Louise	Webb, Kenneth L.
Lewy, Robert B.	Westheimer, Gertrude C.
Lowinsky, Gretel J.	

BY ALDERMAN STEELE (6th Ward):

Gholston, Violet M.

Green, Edward N.

Henson, Johns C.

Hunt, James E., Jr.

Jones, West T.

Wilson, Mildred

BY ALDERMAN MADRZYK (13th Ward):

Dziatkiewicz, Matthew

Kopf, Andrew

BY ALDERMAN STREETER (17th Ward):

Allen, Daisy

Marcano, Ernestine

Bentley, James L.

McCondichie, Texanne

Billingsley, Estella

McCoy, Rosie

Bowman, Helen M.

Miskel, Milton

Bryant, Lillie M.

Parks, Burdetta

Buchanan, Joe

Patterson, John

Caddekk, Martha

Powell, Eldora

Chavous, Nettie

Smith, William

Duncan, Beatrice S.

Thompson, Alberta F.

Frazier, Pinkie

Thompson, Irene P.

Lee, Leona

BY ALDERMAN TROUTMAN (20th Ward):

Arnold, Rosie	Jefferson, Jammie
Brewer, Elizabeth	Johnson, Willie, Jr.
Campbell, Charles B.	Jones, Dorothy H.
Carter, Charles W.	Lee, Claude E.
Clay, Esther M.	Leithton, Frederick J.
Clemmons, Charles	Lewis, Beulay M.
Colby, Ruth M.	Lowry, Charles W.
Davis, Lula	McDade, Ella May
Douglas, Edna	Sain, Estelle
Emery, Helen	Walker, John H.
Gordon, Edward	Washington, Henry
Griffin, Lucy	Wilbon, Johnnie
Hicks, Shirley J.	Williams, Lannie B.
Jackson, Eddie H.	

BY ALDERMAN LASKI (23rd Ward):

Feyerherd, Christa

BY ALDERMAN AUSTIN (34th Ward):

Washington, Arthemise L.

BY ALDERMAN BANKS (36th Ward):

Calvello, Michael J.	Neri, Raymond
Campbell, James P.	Orlando, Rose
Campbell, Lorraine V.	Pross, Florence A.
Carlson, Lillian	Saporito, Alphonse
Cicinelli, Guy and Anna	Splitgerber, Eleanor
Cortesi, Marie	Sullivan, Ann
De Salvo, John	Thoss, Virrell C.
Greczek, Helen	Van Hecke, Alice
Harkness, Emily	Wilson, Ann J.
La Gioia, Frank	Zara, Frank J.
Milice, Mary A.	Zawada, Edward
Mleczko, Bernice T.	

BY ALDERMAN CULLERTON (38th Ward):

Benson, Ruth A.	Lombardo, Andrew
Bionda, Charles	Messer, Anna
Copello, Catherine M.	Meyer, Lucille M.
Drechny, John J.	Popp, Frances
Fiduccia, Samuel	Schiller, Frances E.
Frangello, Lucille, M.	Slupik, Mitchell J.
Haag, Emily M.	Volz, Louise
Kaisto, Lilly M.	Zurales, Mary C.
Lempicki, Helen V.	

BY ALDERMAN LAURINO (39th Ward):

Barr, Lawrence J.

Kushino, Betty T.

BY ALDERMAN O'CONNOR (40th Ward):

Becker, Yetta

Berg, Leonore

Cohn, Velma

Globus, Jean L.

Goldbarth, Fannie

Goldstein, Lilyan

Springer, Eleanor

Wicht, Ida

BY ALDERMAN DOHERTY (41st Ward):

Barranco, Angela

Barry, Margaret

Bavido, Anna

Bradley, Catherine

Bruns, Agnes C.

Caldwell, Anne

Capola, Amaday C.

Christensen, Gertrude

Cressell, Dorothy E.

Cutrona, Frances

Debaise, Elizabeth

Detiaff, Marion

Engle, Eugenia W.

Fortunato, Nancee

Freitag, Howard C.

Galvin, Lucy D.

Gattorna, Louis	Olen, George R.
Greco, Russell T.	Olsen, Bernice
Grieco, Alex R.	Orsatti, Adam
Hayes, Peter F.	O'Toole, John
Hopkins, Julia	Palm, Herbert W.
Ilice, Geneva	Parenti, Esther
Keller, Reinhold L.	Pitra, Vern
Levand, Stanley A.	Post, Ann
Lucas, Edward	Pyles, Bernice
Maggiore, Antonia	Ratarac, Duke
Mahoney, Mary	Ries, Anita
Manzie, Dominick	Serb, Frances K.
Marino, Loretta	Shrum, Marian
Matyskiela, Lillian R.	Stingley, Keith
McCann, Albert L.	Sypura, Ethel
Melton, Erma K.	Tripp, Helen M.
Michaluk, Irene S.	Utter, Josephine L.
Montalbano, Phillip	Van Eycke, Margaret
Moskel, Evelyn	Wiwat, Alma
O'Brien, Winifred	Zartler, Bernice
O'Donnell, Winifred A.	

BY ALDERMAN NATARUS (42nd Ward):

Asher, Harry H.	Asher, Norman

Bartell, Jean A.	Dawson, Robert T.
Becker, Alice L.	Dedeian, Miriam I.
Benesch, Beatrice B.	Ehrlich, Reed N.
Bergman, Nora D.	Eisenberg, Karl S.
Berthoud, Paul	Engel, Erna S.
Berz, Marvin S.	Ernst, Ruth M.
Bioff, Frances	Feuerstein, Seymour
Birndorf, Beryl A.	Folta, Eleanor D.
Blumenthal, Doris O.	Frederico, Vincent
Blumenthal, Frima H.	Friedman, M. J.
Bomash, Helen	Gair, Sondra
Brady, Hazel E.	Gardner, Mary D.
Brandy, Florence M.	Gentile, Irene Ann
Branson, Sam	Giuntoli, Marguerite A.
Breslin, Nettie S.	Glenn, Cleta M.
Broch, Henry	Glick, Marjorie S.
Brody, Rose Ann	Goldenberg, Henrietta S.
Camras, Allen R.	Goldstein, Lillan N.
Carleton, Joan L.	Gordon, Sally R.
Chapman, Bernard	Gould, Louis
Coen, Thomas J.	Grinker, Roy R., Jr.
Coleman, Frances T.	Guthman, Leo S.
Conway, James L.	Guttman, Sally M.
Cotsirilos, George J.	Hance, Harriette J.
Davis, DeFrost P.	Harrison, Stanley

Much, Joseph	Nemirow, Betty L.
Hartnett, James P.	Neuberg, Leroy
Herbert, Antonia R.	Norton, Doris C.
Hess, Sidney J., Jr.	Notheisen, Margaret A.
Horwich, Franklin E.	Ohnemus, Faye
Jones, Louise P.	O'Keefe, William F.
Kamin, Mollie	Pearl, Erwin M.
Karesh, Jacqueline W.	Pollack, Sally R.
Karlin, Alvin M.	Poulos, Nick
Kotula, Alice M.	Rabin, Pearl
Kurcz, Leonora B.	Ratner, Gerald
Lea, Millicent B.	Rial, William Y.
Lerner, Louis L.	Robin, Albert A.
Levine, Shirley N.	Rodgers, Elizabeth S.
Levy, Herbert	Rosenblum, Beatrice
Lewis, Helen B.	Sabol, Kenneth L.
Logan, Reva	Salk, Mildred J.
Lutz, James	Sanchez, Jose R.
Masters, Joan	Santinello, Nello
McInnes, Elizabeth S.	Schaffner, Lillian L.
McLaughlin, Ruth L.	Schoenstadt, Ben F.
Melin, Sally H.	Schwartz, Theodore W.
Mendelsohn, Howard	Sheldon, Carol M.
Miller, Lloyd O.	Sher, Mae
Miller, Sara S.	Shughrou, Patricia

Sincere, Lois R.

Soodik, Dorothy J.

Sostrin, Morris

Stein, Louis

Thomison, Leo D.

Traub, Myra R.

Trottman, William A.

Warshawsky, Roy I.

Webster, Elizabeth A.

Weiner, Morris D.

Weiss, Bertha O.

Weiss, Hans R.

Weiss, Leo

BY ALDERMAN EISENDRATH (43rd Ward):

Alcock, Gudrun

Alford, Marie

Arbetman, Sylvia

Ballis, Harriett J.

Barborka, William

Berkson, Ruth

Bloomfield, Irwin M.

Bogert, George T.

Brodkin, Martin

Buller, June

Cooperman, Seymour A.

Crowell, Patricia K.

Dangler, David W.

Dawson, Hanley

Dow, Virginia

Egan, Evelyn

Erde, Frank

Erdevig, Eleanor H.

Falk, Sylvia

Falstein, Charlotte

Felber, Milton J.

Field, William

Frank, Mildred

Goldfinger, David

Gordon, Jeanette

Gordon, Selma

Graham, Miriam

Holinger, Julia D.

Hunt, Grace K.

James, Ruth G.

Kemper, Gertrude

Kleper, Jeanne P.

Krasnow, Helene

Krohn, Ruth

Kromer, Alvin

Leavitt, Esther

Levin, Harry

Levine, Eve

Levine, William

Levinson, Muriel

Lipnick, Clarence

Matross, Bobbe

Mogill, Herman

Mooney, Mary M.

Mosser, Donald

Olson, Mary

Pentoney, Maria

Perlman, Lawrence

Peterkin, Dorothy S.

Phillips, John G.

Plotkin, Manuel

Plovan, Florence

Potter, Charles

Price, Ralph

Redinger, Robert M.

Ries, Ilse

Rubinelli, Joseph O.

Ruffner, Shirley

Rummel, Zoe

Russinof, Patricia A.

Rust, Fern

Sallas, Anna

Schlitt, George

Schwartz, Vera

Shames, David

Shapkus, Evelyn

Shopiro, Henrietta

Silverman, Esther

Sorkin, Leonard

Steinfeld, Manfred

Swee, Maurice C.

Unfanger, William

Watkins, Jean

Weinstein, Leonard

Westerman, Maxwell P.

Witkowsky, Jack

Wollack, Arthur S.

Zralek, Rosemarie D.

BY ALDERMAN HANSEN (44th Ward):

Aaronson, Abe	Connelly, Veronica
Adelman, Beatrice	Cross, Davina
Avrutine, Arthur	Curda, Donald
Baer, Hans	Donath, Ingrid
Baim, Genevieve	Dooman, Daisy
Ballis, Bernice	Dosmar, Tamara
Barenbaum, Florence	Drebin, Bernard
Barnett, Betty	Driskell, Evelyn
Barth, Ruth	Dubbs, John
Bauer, Charlotte	Due, Verna
Becker, Esther	Eastline, Richard
Bernstein, Marvin	Egan, Madonna
Bernstein, Sadie	Einhorn, Ethel
Bliss, Sarah	Eisenthal, Laura
Block, Norma	Engel, Frida
Boshes, Louis	Estrin, Leonard
Brandt, Martha	Feldman, Hyman
Brouwer, Patricia	Fingerhut, Frances
Buffens, Delle	Fink, Mary
Burns, Robert	Fisher, Libbie
Cohen, Goldie	Fishman, Abraham
Cohen, Henry	Flaherty, Gertrude
Cohen, Norman	Flood, Shirley

Frank, Katherine	Heuerman, Donald
Fritz, Wilma	Hillman, Ellen
Gadiel, Renee	Hirsch, Santa
Galler, Bernice	Hirsch, Walter
Gardzie, John	Hodanovac, Gloria
Garmisa, June	Hoffman, Dolores
Gershon, Beatrice	Hofman, Ann
Gerson, Betty	Holman, Jean
Gerstal, Diane	Holtzman, Max
Gersten, Deborah	Holtzman, Oscar
Ginsberg, Alberta	Horberg, Florence
Globis, Walter	Hyman, Erwin
Gold, Lily	Jaffe, Lillian
Goldberg, Anne	Janousek, Marion
Golub, Hazel	Kanter, Jack
Greilsheim, Henry	Kaplan, Sam
Griffith, John	Kaufman, Lawrence
Gross, Charles	Kenis, Seymore
Groupe, Irwin	Klitzky, Mark
Haas, Shirley	Knapp, Arthur
Haber, Rita	Koplin, Sylvia
Hachmeister, Jean	Kopstein, Esther
Hartman, Melville	Kordupleski, Mary
Heckmyer, Evelyn	Krneta, Joro
Hene, Harriette	Lasky, Sadie

Leavitt, Jerome

Lennon, Maxine

Levey, Birdie

Leviton, S.

Levitt, Melvin

Lew, Anna

Lewis, Evelyn

Lichterman, Doris

Lippman, Beverly

Lippman, Claire

Lirtzman, Lawrence

Majano, Vincent Lopez

Manolis, Stephen

Mazurek, Louise

McIntyre, Robert

Meisel, Joseph

Meister, Sarah

Mendes, Charlotte

Meyers, Ben

Mintz, Harry

Mirsky, Dorothy

Mishel, Jack

Molly, David

Moore, Florence

Morreale, Sallvador

Morris, George

Morrow, Donald

Mosberg, Jacob

Newfield, Edith

Ogden, Seymour

Okmin, Manny

Olshansky, Lester

Olson, Loretto

Ostorman, Marvin

Pagogne, Mimi

Parnell, Ellen

Patton, Eloise

Pearlstein, Gene

Perlman, Samuel

Perry, Mary

Poil, Ida

Polikoff, Bernard

Ponitch, Max

Porte, Ned

Priola, Ann

Purdy, Donald

Raban, Frances

Randall, Charles

Rascusin, Clara

Reinsissel, Alex

Rimland, Lillian	Sher, William
Robinson, Irwin	Sherman, Adeline
Roche, Francis	Sherman, Florence
Rose, Beatrice	Siegan, Jerome
Rosenbloom, Mary	Siegel, Sarah
Rosenthal, Maurice	Silverstein, Morris
Rovner, Sara	Slaton, Pearl
Rozycki, Sophie	Soble, Milton
Rubin, Lois	Sola, Melvin
Rubin, Maurice	Stein, Karl
Sagalovitch, Hadassah	Stenn, Phyllis
Saks, Anna	Stewart, Ruth
Samburg, Marion	Stone, Joseph
Sandler, Joseph	Teborek, August
Savich, Borisava	Tessler, Edyth
Schain, Harold	Tobor, Samuel
Schechtman, Hyman	Treffman, Joyce
Schechtman, Julius	Tudor, Jean
Schlegman, Seymour	Tulsky, Alex
Schneider, Sidney	Ungar, Irving
Schoen, William	Urbanek, Frank
Seaman, Ruth	Urkov, Ida
Seltz, Evelyn	Vick, Annette
Shapiro, Georgia	Voliner, Gertrude
Sher, Maurice	Watson, Jessie

Weisberg, Paul

Weiss, Ella

Woldenberg, Vera

Wolkov, Ann

Woloshin, Lenore

Wyatt, Anne

Yoskowski, John

Zenner, Jeanette

Zuckerberg, Fannie

BY ALDERMAN LEVAR (45th Ward):

Albano, Mae R.

Arredondo, Grace H.

Banach, Anne M.

Boeck, Kathleen

Briggs, Lorraine L.

Cavazos, Hilda

Courtney, Nora B.

Dering, Lillian M.

Gelb, Richard J.

Gromer, Ruth I.

Hausler, Dorothy

Henning, Dorothy S.

Jaszczor, Joseph R.

Johnson, Marie

Knees, William F.

Mansour, Kamal

Markley, Erwin

Matranza, Gloria

Meger, Jean M.

Mielcarek, Edward M.

Quirk, Frances

Schmidt, John

Sedore, Claire

Skiba, Edward

Spear, Robert M.

Szymczak, Mary T.

Thorson, Phyllis M.

BY ALDERMAN SHILLER (46th Ward):

Alper, Jennie

Arnove, Dora

Aron, Madolyn C.

Bell, Betty

Bozin, John L.

Burakoff, Meyer

Cooper, Robert L.

Ershler, Harry

Falstein, Lawrence I.

Fischel, Molly R.

Fishbein, Jack

Fishman, Ethel

Friedman, Etta B.

Friedson, Solomon H.

Gallagher, Phyllis

Gellman, William

Glick, Sophie

Gomberg, David

Good, Sylvia

Gradert, Mary C.

Greenberger, Alice

Groell, Blanche

Guccion, Adele

Harrill, Armelda

Herman, Ann

Holleb, Leonard

Hozak, Daniel

Jacobs, Hilda

Jacobs, Robert F.

Jacobson, Ann

Johnson, Thora

Kallo, Michael

Kanter, Ethel F.

Karper, Donald J.

Klein, Edward

Klein, Lillian M.

Kramer, Lester

Kramer, Milton

Levinson, Shifra

Levy, Esther S.

Levy, Natalie

Marks, Arthur M.

Masor, Bertha

McGrath, Ann M.

McMullen, Helen F.

Moll, Lillian

Morris, Lolita B

Nedell, Zorka

Neuman, Mary A.

Olar, Richard

Perlman, Lenora

Perlson, Seymour L.

Pierce, Harold A.

Plouff, Donald

Posar, Pompeo

Quimby, Joyce S.

Rose, Hilda B.

Sander, Ida

Schaefer, Richard

Schellenberger, Ethel C.

Schiffman, Alfred A.

Schlenvogt, Melvin

Schwartz, Gertrude

Semel, Betty

Shapiro, Meta S.

Shure, Sidney N.

Shutters, Della M.

Sider, Norman L.

Singer, Sydney

Smith, Lillian B.

Sorkin, Bernice

Spear, Hans N.

Stamm, Eileen E.

Star, Leon P.

Stashinski, Walter C.

Stern, Frances

Suda, Itsuo R.

Swarts, Jerome M.

Steinmetz, Dorothy

Swesnik, Sidney

Tenniswood, Mary R.

Toben, Gertrude

Turnbo, Milo R.

Urban, Vonda

Wachtel, Mildred

Weber, Fannie

Weinberg, Sylvia

Weisman, Sol

Wetmore, Herbert and Irma

Whitlinger, Benne B.

Wippman, Sylvia

Wolf, Carl M.

Wolfe, Sirella R.

Wolfson, Florence R.

Wuka, Florence M.

BY ALDERMAN SCHULTER (47th Ward):

Miller, Nellie M.

BY ALDERMAN M. SMITH (48th Ward):

Abraham, Robert

Anderson, Edith

Astrin, Yvette

Atkins, Allen

Beatty, Eloise

Bell, George

Bergbom, Grace S.

Bettag, Alyce M.

Bezazian, Florence B.

Bilhorn, Robert

Bloom, Rae

Blott, Dorothy M.

Blumberg, Charlotte

Brail, Mabel B.

Brociner, Haskal

Brosamer, Theresa J.

Brown, Arthur

Brown Florence K.

Browne Gertrude

Burke, Edith C.

Burkhardt, Ellwood W.

Butler, Emily J.

Cadkin, Emanuel A.

Carlyle, Mark

Carmel, Sally B.

Cherin, Eva

Chiero, Mary

Cohn, Ilse

Collins, Patricia F.

Condon, Virginia M.

Contos, Geneva W.

Conwisher, Louise

Courtney, Mary A.

Crane, Florence

Crane, Mary M.

Darr, Earl E.

Davis, Doris

Dick, Mary K.

DiMiceli, Vincent J.

Donovan, Margaret D.

Dorman, Lara M.
Dreikurs, Sadie E.
Eisenstein, Seymour and Jean
Epstein, Harry D.
Fine, Fred M.
Fink, Marcella H.
Fitzgerald, George J.
Fox, Jeanette
Freeland, Herman
French, Eleanor
Geishecker, Dorothy K.
Georges, Sari
Gilbert, Betty L.
Glassner, Adele M.
Goff, Lennie S.
Goldberg, Rose E.
Goldsmith, Hannah
Goldstein, William
Golsen, Dorothy P.
Gordon, Gilbert
Gorman, William D.
Gottselig, Mae M.
Graff, Mollie
Grant, Mary Alice
Gray Maryjane A.

Gregor, Blanche R.
Gregori, Henry and Eunice
Gustafson, Irene
Hass, Lucie M.
Herdeg, Regina M.
Hilkin, Carole W.
Johnson, Julius E.
Kahn, Lucille
Kahn, Milton
Katz, Lillian
Kaufman, Joseph
Kelemen, Rudolph
Kelly, Harry E.
Kelton, Harriet E.
Kerwin, James and Janet
Keys, Frances M.
Khedroo, Frances C.
Kite, Jack
Kornecki, Edward A.
Krepps, Robert J.
Laugal, Leona
Lazar, Sam
Levchin, Genevieve
Levita, Mildred H.
Lewis, Melvin B.

Lifchez, Bernard
Lindahl, Helen and Grace
Lipschutz, Dorothy B.
Lych, Sidney
Magruder, Paul L.
Maurer, Elmer
Meyers, Irving and Thelma
Milford, Ann F.
Morgan, William J.
Mozinski, Ruth
Myerson, Ann
Nelson, June M.
Novick, Betty
Parsegian, James
Pearlman, Irving
Peundstein, Mary Fahey
Phelan, Amber L.
Piesens, Yvonne E.
Podesta, John F.
Posner, Theresa T.
Reinholtzen, Edwin A.
Reisman, Barney
Richman, Jack
Rimland, Harry
Riordan, Loretto F.

Rose, Lily S.
Rosenblatt, Ida
Roth, Irving
Rotman, Morris J.
Santelli, Ramona R.
Sarandrea, Maria T.
Sayer, Helen M.
Schiff, S. Leder
Schrager, Frieda
Schuchat, Edna
Schultz, Alice
Selig, Gertrude J.
Sheridan, Eileen
Silverzweig, David F.
Simon, Bernice R.
Slutzky, Mary
Solomon, Alice
Sorkin, Dorothy
Spilky, Ruth Betty
Stanton, Catherine M.
Stein, Nathan P.
Sternberg, Bernard
Stetson, Everett C.
Stuart, Barbara
Suleyman, Safa

Szygowski, Julius

Wachman, Aaron

Thomas, Inez L.

Warner, Wilbur D

Trabish, Belle

Wicky, Claire

Urquhart, Alice

Willoughby, William D.

Van de Mark, Jean S.

Wonders, Florence V.

Vanderwerth, Antoinette

Ziegler, Jerome A.

Vargas, Gloria G.

BY ALDERMAN MOORE (49th Ward):

Blair, Dan H.

Klegerman, Irving

Braverman, Fannie

Lester, Esther

Cebulski, Helen

Lutz, Fannie

D'Arpa, Evelyn

Manaster, Irving

Evans, Thomas N.

Moiss, Harvey J.

Fort, Ruth Jo

Nutter, Harvey Paul

Ganellin, Beatrice

Rohrs, Mary

Gitlitz, Helen R.

Sirinsky, Koby

Greco, Dorothy M.

Tuteur, Charles A.

Heilbrunn, Sylvia

Ulrey, Elizabeth

Hermer, James L.

BY ALDERMAN MADRZYK for ALDERMAN STONE (50th Ward):

Becker, Garry

Berkovitz, Jean

Berlowitz, Ida	Marcus, Esther S.
Deitch, Betty	Perry, William M.
Engel, May C.	Rago, Conrad H.
Fialkow, Esther and Abo	Rapport, Ella S.
Fox, Louis R.	Richter, Elwyn C.
Gergans, Minnie	Rosen, Arthur
Herskovitz, Moritz	Roter, Chaskel
Ishida, George T.	Savitsky, Ruth M.
Johns, Bruce S.	Schneider, Julia Healy
Josephson, Stanley A.	Shapiro, Marcia L.
Kaplan, Max	Shapiro, Rose
Kelner, Sally	Stein, Sam
Kite, Edith	Tarampi, Venancio C.
Lieberman, Jessie	Toback, Kerrold A.
Loeb, Sam	Venturella, Sam
Mahoney, Eileen F.	

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (April 29, 1992).

The City Clerk submitted the printed Official Journal of the Proceedings of the reconvened meeting held on April 29, 1992, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal as follows:

Page 15215 -- by deleting in its entirety the vote applicable to the authorization for payment of hospital, medical and nursing services rendered certain injured members of the police and fire departments and inserting in lieu thereof the following:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Giles, Cullerton, Laurino, Doherty, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Alderman Natarus was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal, as corrected, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AMENDMENT OF TITLE 17, ARTICLE 5 OF MUNICIPAL CODE
OF CHICAGO (CHICAGO ZONING ORDINANCE) BY
ADDITION OF NEW SECTION 5.13 ENTITLED
"BURLING STREET SETBACK".

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 29, 1992, pages 15640 through 15642 recommending that the City Council pass a proposed ordinance amending Title 17, Article 5 of the Municipal Code of Chicago (Chicago Zoning Ordinance), by adding thereto a new Section 5.13 entitled "Burling Street Setback".

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, North Burling Street between West Fullerton Avenue and West Wrightwood Avenue was established in 1882 by the J. W. Davis Subdivision; and

WHEREAS, All of the homes built on North Burling Street between West Fullerton Avenue and West Wrightwood Avenue prior to 1900 were built with front yard setbacks not less than thirty (30) feet in depth; and

WHEREAS, Many of the properties on North Burling Street have deed restrictions imposing a thirty (30) foot setback; and

WHEREAS, The residents of North Burling Street desire to preserve the established front yard setback in order to maintain the historical and aesthetic character of the streetscape; now, therefore,

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the 1970 Constitution of the State of Illinois, and the home rule powers granted thereunder, the City of Chicago hereby amends Article 5 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, by adding the following new Section 5.13:

5.13 Burling Street Setback.

All properties on North Burling Street between the alley next north of and parallel to West Fullerton Avenue and the alley next south of and parallel to West Wrightwood Avenue shall provide a front yard along every front lot line which shall be not less than thirty (30) feet in depth.

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

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 29, 1992, pages 15653 through 15675, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

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

Reclassification Of Area Shown On Map Number 2-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 R5 General Residence District symbols and indications as shown on Map No. 2-H in the area bounded by:

West Monroe Street; a line 100.1 feet east of South Wood Street; a line 147.5 feet south of West Monroe Street; South Wood Street; a line 100 feet south of West Monroe Street; and a line 20.14 feet east of South Wood Street,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 Residential Planned Development No. 333 District symbols and indications as shown on Map No. 4-H in the area bounded by:

West 19th Street; a line 285.03 feet east of South Damen Avenue; a line 133.01 feet south of West 19th Street; and South Damen Avenue,

to those of a Residential-Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential -- Institutional Planned Development**Plan Of Development Statements.*

1. The area delineated herein as a Residential -- Institutional Planned Development (the "Planned Development") consists of approximately 37,905 square feet (.87 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned and controlled by the Applicant, El Valor Corporation.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners or controlling parties of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner or any ground lessors of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, 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 or the rights therein, except any assignment or transfer or rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property

so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of Thirteen (13) Statements; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; and a Site Plan which includes any proposed landscaping prepared by Andrian Lozano & Associates, Architects, P.C., dated February 14, 1992 (the "Site Plan") and elevations of the proposed new building prepared by Andrian Lozano & Associates, Architects, P.C., dated February 14, 1992 (the "Elevations"). Reduced copies of the Site Plan and the Elevations are attached hereto and full sized copies of these items are on file with the Department of Planning. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 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 are permitted in the Planned Development subject to the restrictions in Statement 12 and in the Table of Use and Bulk Regulations:

Residences for twelve disabled persons, educational facilities, accessory parking and accessory uses.
6. Business and business 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 also shall be permitted subject to the review and approval of the Department of Planning.
7. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.
8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Public Works and the approval of the Department of Planning. A minimum of two percent of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

9. Any service drive or other ingress or egress shall 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 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. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also 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.
11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.
12. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site Plan and the Elevations. In addition, the improvements on the Property shall be subject to the parkway trees depicted on the Site Plan being installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

The requirements of this Statement 12 may be modified, administratively, by the Commissioner of the Department of Planning upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning that such modification is appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning shall be deemed

to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten years following adoption of this Planned Development, and unless completion thereof is 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 provision of this section, then the zoning of the Property shall automatically revert to an R4 General Residence District.

[Existing Zoning Map, Boundary and Property Line Map,
Generalized Land Use Map and Existing Land Use
Map attached to this Plan of Development
printed on pages 16994 through
16997 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Plan Of Development

Use And Bulk Regulations And Data.

General Description Of Land Use:

See Statement No. 5.

Maximum Permitted F.A.R.: 1.4

Gross Site Area = Net Site Area + Area remaining in public right-of-way:

51,705.27 square feet = 37,905 square feet + 13,800.27 square feet.

Setbacks From Property Line:

In general conformance with the Site Plan.

Maximum Percentage Of Site Coverage:

In general conformance with the Site Plan.

Minimum Number Of Off-Street Parking:

13 spaces.

Minimum Number Of Off-Street Loading Berths:

1 berth.

Reclassification Of Area Shown On Map Number 5-H.

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

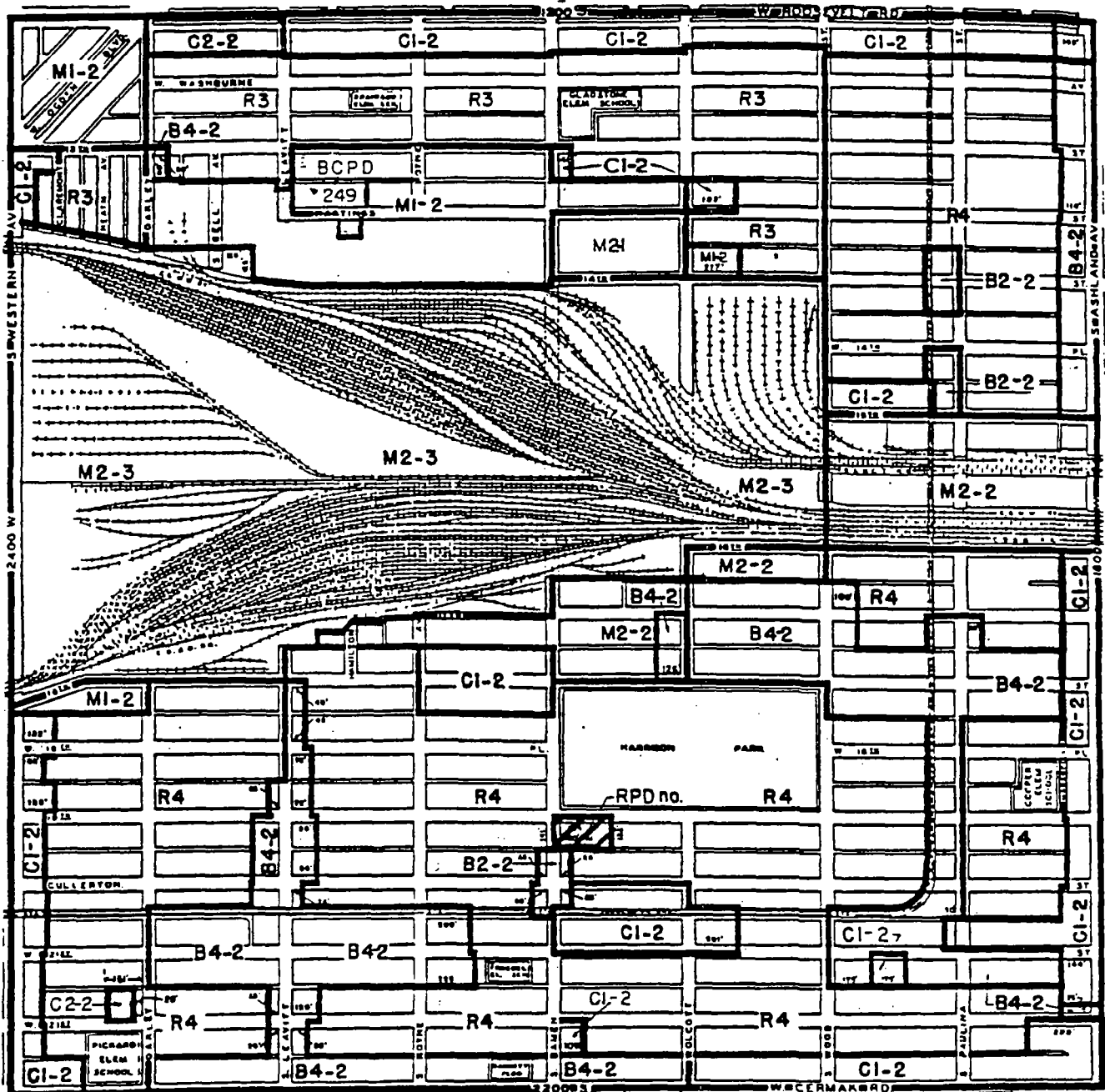
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

a line 237 feet north of and parallel to West Wabansia Avenue; the alley next east of North Honore Street; a line 141 feet north of and parallel to West Wabansia Avenue; and North Honore 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.

EXISTING ZONING MAP



LEGEND



PLANNED DEVELOPMENT



ZONING BOUNDARIES

Applicant:
Address:
Date:

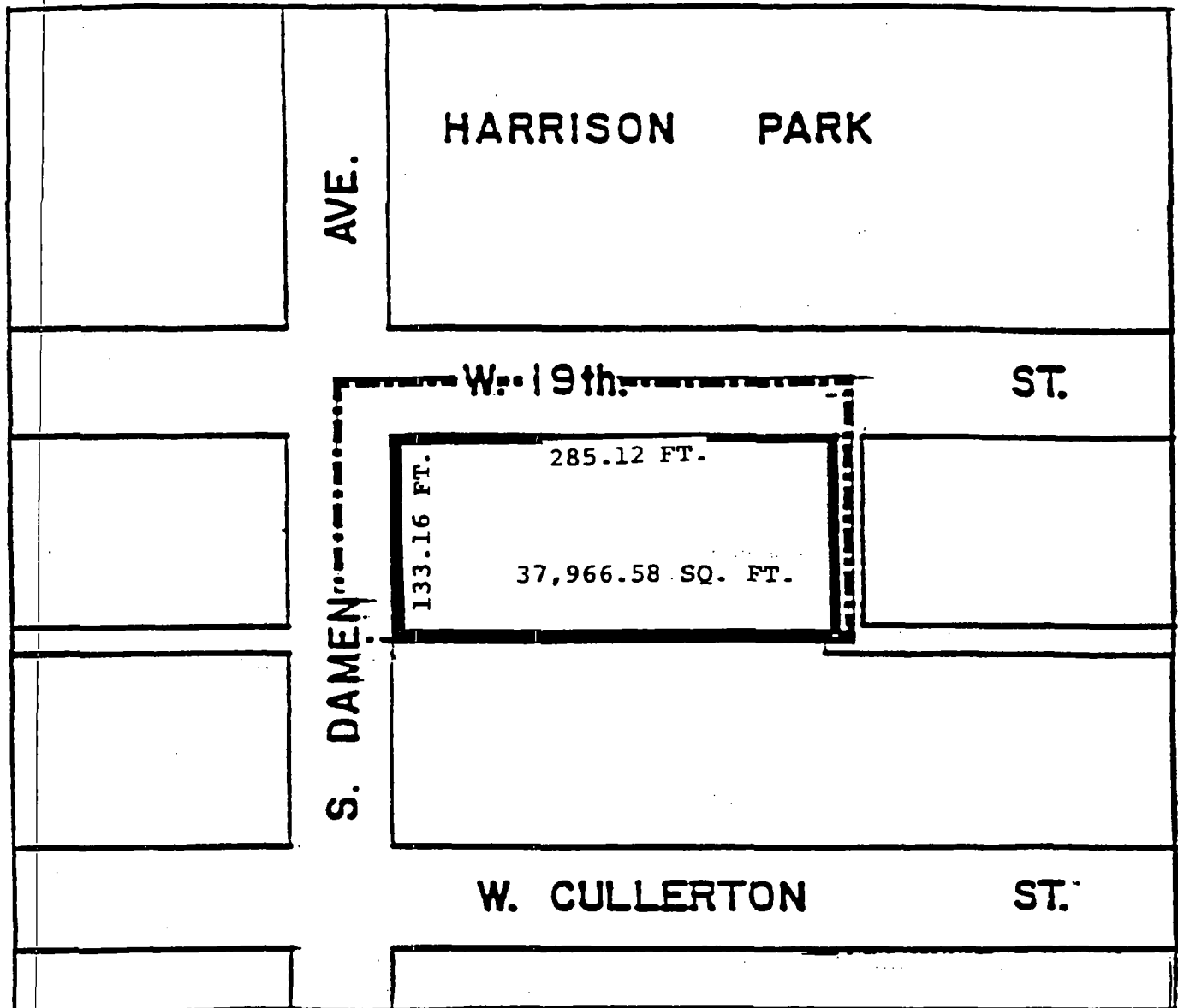
El Valor Corporation
1850 W., 21st St., Chicago Il.
February 25, 1992

5/20/92

UNFINISHED BUSINESS

16995

BOUNDARY AND PROPERTY LINE MAP



LEGEND



PROPERTY LINE

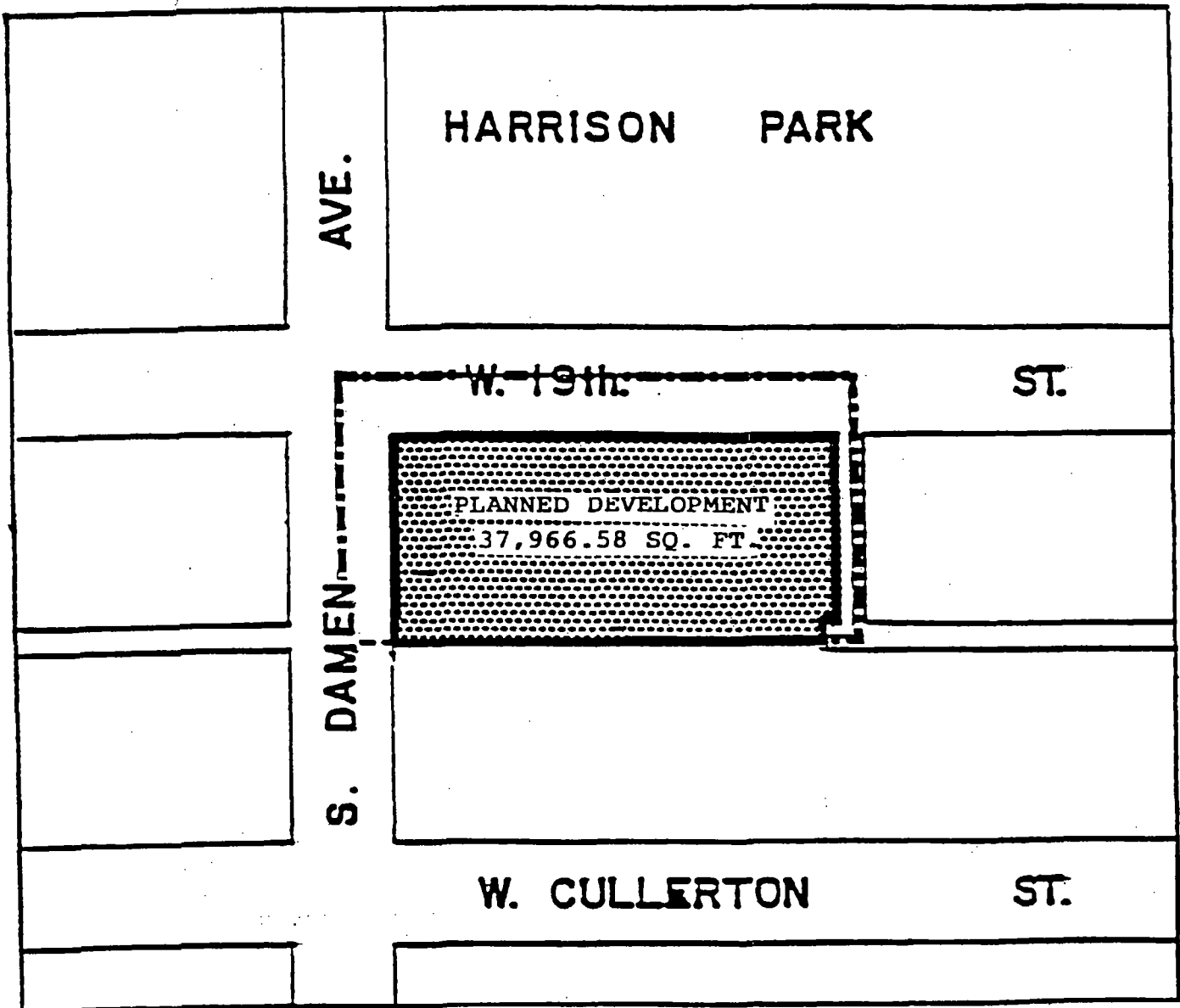


PLANNED DEVELOPMENT BOUNDARY

Applicant:
Address:
Date:

El Valor Corporation
1850 W. 21st St., Chicago Il.
February 25, 1992

GENERALIZED LAND USE PLAN

LEGEND

PROPERTY LINE



PLANNED DEVELOPMENT BOUNDARY



SEE STATEMENT #5

Applicant:
Address:
Date:

El Valor Corporation
1850 W. 21st St., Chicago Il.
February 25, 1992

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:

West Belden Avenue; a line 874.53 feet east of North Sacramento Avenue (the C.T.A. right-of-way or the Metropolitan West Side Elevated Railroad Co. right-of-way); a line 922.53 feet east of and parallel to North Sacramento Avenue; the alley next south of and parallel to West Belden Avenue; and a line 789.21 feet east of and parallel to North Sacramento Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 5-N.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 5-N in the area bounded by:

West Grand Avenue; North Neva Avenue; the alley next south of West Grand Avenue; a line from a point 102 feet west of North Neva Avenue as measured from the northerly right-of-way line of the alley next south of West Grand Avenue, to a point 50 feet west of North Neva Avenue, as measured at the southerly right-of-way line of West Grand 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 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-F in the area bounded by:

West 26th Street; the alley next east of and parallel to South Halsted Street; a line 24.05 feet south of West 26th Street; and South Halsted Street,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 7-J in the area bounded by:

North Emmett Street; North Kedzie Avenue; the alley next southwesterly of and parallel to North Emmett Street; and a line 30 feet northwesterly of North Kedzie Avenue, as measured from the southerly right-of-way of North Emmett Street and perpendicular to North Emmett 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 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 Diversey Avenue; a line 175 feet west of and parallel to North Lamon Avenue; the alley next south of and parallel to West Diversey Avenue; and a line 300 feet west of and parallel to North Lamon 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 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by:

a line 70.68 feet north of West 38th Street; South Lowe Avenue; a line 46.68 feet north of West 38th Street; and the alley next west of and parallel to South Lowe Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-G in the area bounded by:

a line 75 feet north of West School Street; North Kenmore Avenue; West School Street; and a line 65 feet west of North Kenmore 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 full force and effect from and after its due passage and due publication.

Reclassification Of Area Shown On Map Number 9-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. 9-N in the area bounded by:

West Addison Street; the alley next east of and parallel to North Neenah Avenue; a line 61 feet south of West Addison Street; and North Neenah 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 10-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. 10-I in the area bounded by:

West 42nd Street; the alley next east of and parallel to South Kedzie Avenue; a line 77 feet south of and parallel to West 42nd Street; and South Kedzie 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 10-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 10-I in the area bounded by:

a line 103.5 feet north of West 43rd Street; the alley next east of and parallel to South Kedzie Avenue; West 43rd Street; and South Kedzie 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 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 R4 General Residence District symbols and indications as shown on Map No. 11-G in the area bounded by:

a line 92.03 feet south of and parallel to West Wilson Avenue; North Magnolia Avenue; a line 142.05 feet south of and parallel to West Wilson Avenue; and the alley next west of and parallel to North Magnolia Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in 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 R4 General Residence District symbols and indications as shown on Map No. 11-G in the area bounded by:

a line 152.55 feet long starting at a point 50.55 feet north of and almost parallel to West Wilson Avenue (as measured along the alley next west of and parallel to North Magnolia Avenue); to a point 54.7 feet north of

and almost parallel to West Wilson Avenue (as measured along North Magnolia Avenue); North Magnolia Avenue; West Wilson Avenue; and the alley next west of and parallel to North Magnolia Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-J in the area bounded by:

a line 75 feet north of the alley next north of and parallel to West 51st Street; the alley next east of and parallel to South Christiana Avenue; the alley next north of and parallel to West 51st Street; and South Christiana 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 12-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 C1-1 Restricted Commercial District symbols and indications as shown on Map No. 12-J in the area bounded by:

West 51st Street; a line 34.1 feet east of South St. Louis Avenue; the alley next south of and parallel to West 51st Street; and South St. Louis 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 14-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 14-H in area bounded by:

the alley next north of and parallel to West 63rd Street; a line 51.6 feet east of South Western Avenue; West 63rd Street; and South Western Avenue,

to those of a B5-2 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-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

a line 141 feet south of West (55th Street) Archer Avenue; South Oak Park Avenue; a line 175.08 feet south of West Archer Avenue (55th Street); and the alley next west of and parallel to South Oak Park 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 16-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-1 General Commercial District symbols and indications as shown on Map No. 16-K in the area bounded by:

West 64th Street; the alley next east of and parallel to South Cicero Avenue; a line 336 feet south of West 64th Street; and South Cicero Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-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 C2-1 General Commercial District symbols and indications as shown on Map No. 16-K in the area bounded by:

West 65th Street; the alley next east of and parallel to South Cicero Avenue; a line 511 feet south of West 65th Street; and South Cicero 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 20-E.
(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 B5-2 General Service District symbols and indications as shown on Map No. 20-E in the area bounded by:

East 85th Street or the line thereof if extended where no street exits; a line 495 feet east of South St. Lawrence Avenue; a line 1,173 feet north of East 87th Street; a line 824 feet east of South St. Lawrence Avenue; a line 123 feet north of East 87th Street; a line 315 feet east of South Champlain Avenue; a line 293 feet north of East 87th Street; a line 85 feet east of South Champlain Avenue; East 86th Street or the line thereof if extended where no street exits; and the alley next east of and parallel to South St. Lawrence 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.

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 29, 1992, pages 15642 through 15651, recommending that the City Council pass various 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Bialczak, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 40.

Nays -- None.

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

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

Reclassification Of Area Shown On Map Number 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-5 General Commercial District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Ohio Street; North Orleans Street; West Grand Avenue; a line 214.55 feet west of and parallel to North Orleans Street; the alley next north of and parallel to West Grand Avenue (or a line 118 feet north of and parallel to West Grand Avenue); and a line 243.28 feet west of and parallel to North Orleans Street,

to those of an M1-5 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-G in the area bounded by:

West 19th Street; South May Street; a line 25 feet south of and parallel to West 19th Street; and the alley next west of and parallel to South May Street,

to those of a B1-1 Local Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 5-H in the area bounded by:

a line 24 feet north of and parallel to West Belden Avenue; North Leavitt Street; West Belden Avenue; and the alley northwest of and parallel to North Leavitt 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 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 R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

West Wabansia Avenue; North Honore Street; the alley next south of West Wabansia Avenue; and a line 24.2 feet west of North Honore 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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 6-E in the area bounded by:

a line 321.3 feet south of East 29th Street; South Michigan Avenue; a line 365.3 feet south of East 29th Street; and the alley next west of and parallel to South Michigan 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 6-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 B5-2 General Service and R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

West 26th Street; a line 58.86 feet east of and parallel to South Ridgeway Avenue; a line 49.60 feet south of and parallel to West 26th Street; the alley next east of and parallel to South Ridgeway Avenue; a line 121.60 feet south of and parallel to West 26th Street; and South Ridgeway Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-K in the area bounded by:

West 28th Street; South Tripp Avenue; a line 52 feet south of and parallel to West 28th Street; and the alley next west of and parallel to South Tripp Avenue,

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 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 the area bounded by:

a line 56 feet north of West 32nd Street; South Shields Avenue; West 32nd Street; and South Stewart Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-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 R3 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by:

West Grace Street; North Marshfield Avenue; the alley next south of and parallel to West Grace Street; and a line 50 feet west of and parallel to North Marshfield 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-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. 11-I in the area bounded by:

West Lawrence Avenue; a line 50 feet west of and parallel to North Virginia Avenue; the alley next south of and parallel to West Lawrence Avenue; and a line 150 feet west of and parallel to North Virginia 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 12-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 R4 General Residence District symbols and indications as shown on Map No. 12-J in the area bounded by:

West 47th Street; a line 75 feet west of South Avers Avenue; the alley next south of and parallel to West 47th Street; and a line 100 feet west of South Avers 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 12-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-J in the area bounded by:

a line 275 feet north of the alley next north of and parallel to West 51st Street; the alley next east of and parallel to South Christiana Avenue; a line 100 feet north of the alley next north of and parallel to West 51st Street; and South Christiana 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 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-K in the area bounded by:

West 53rd Street; the alley next east of and parallel to South Kilbourn Avenue; a line 60 feet south of West 53rd Street; and South Kilbourn 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 28-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 28-I in the area bounded by:

a line 333.30 feet north of West 112th Street; the alley next east of and parallel to South Kedzie Avenue; a line 208.30 feet north of West 112th Street; and South Kedzie 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 28-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 28-J in the area bounded by:

a line 123 feet north of West 114th Street; a line 60 feet west of South Spaulding Avenue; West 114th Street; and a line 120 feet west of South Spaulding 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.

Re-Referred -- RECLASSIFICATION OF ZONING AREAS
SHOWN ON MAP NUMBER 10-K.

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 29, 1992, pages 15653 through 15675, recommending that the City Council pass various proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

Alderman Fary moved to re-refer to the Committee on Zoning the proposed ordinances, Application Numbers A 2729 and 10764, printed on pages 15669 and 15670, reclassifying the areas shown on Map No. 10-K. The motion *Prevailed* and the said proposed ordinances were *Re-Referred to the Committee on Zoning*.

MISCELLANEOUS BUSINESS.

Committee Discharged -- AMENDMENT OF VARIOUS CHAPTERS
OF MUNICIPAL CODE OF CHICAGO TO BAN SALE OF
SPRAY PAINT AND WIDE-TIP MARKERS
WITHIN CITY BOUNDARIES
AND TO RESTRICT USE
BY MINORS.

Alderman Mell moved to *Discharge* the Committee on Committees, Rules and Ethics from consideration of a proposed substitute ordinance, amending the Municipal Code of the City of Chicago in various sections and chapters, by the addition and deletion of particular language to ban the sale of spray paint and wide-tip markers within City boundaries, prohibit the possession of such items by minors, define exceptions under which minors may possess such items, and to define penalties for violations of the foregoing provisions. The motion *Prevailed* by a viva voce vote.

Alderman Burke moved to amend the proposed substitute ordinance by deleting from Section 4-132-150, the following language:

"under the age of 18 years".

The motion to amend *Prevailed* by a viva voce vote.

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

Yeas -- Aldermen Mazola, Preckwinkle, Bloom, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Schulter, Moore -- 38.

Nays -- Alderman Tillman -- 1.

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

The following is said ordinance as passed:

WHEREAS, There has been a significant increase in the use of spray paints to deface buildings throughout the City; and

WHEREAS, The defacing of buildings can result in declining property values, and may serve to encourage other illegal behavior; and

WHEREAS, It is desirable that the City of Chicago take steps to inhibit the practice of defacing buildings; and

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; now, therefore,

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

SECTION 1. Section 4-132-150 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-132-150. It shall be unlawful for any person holding a retail business license to sell paint in spray cans to any person *or to sell any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch or greater to any person.*

[Any person holding a retail business license to sell paint in spray cans shall have posted in a conspicuous place, a sign which clearly states that "It is unlawful to sell spray paint to any person under the age of 18 years."]

SECTION 2. Chapter 4-132 of the Municipal Code of Chicago is hereby amended by deleting Section 4-132-160.

SECTION 3. Section 4-132-170 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-132-170. Any person found in violation of Section[s] 4-132-150 [and 45-132-160] shall be fined not less nor more than \$100.00 *and/or required to perform reasonable public service* for each separate offense.

SECTION 4. Section 8-4-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

8-4-130. [Absent express permission to the contrary by the owner or other person having control thereof, it] (a) *It shall be unlawful for any person to possess a spray paint container, liquid paint or any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of [one-half] three-eighths of an inch or greater, on the property of another or in any public building or upon any public [facility or private property with intent to use the same to deface the said building, facility or property.] facility. It shall be a defense to an action for violation of this subsection that the owner, manager or other person having control of the property, building or facility consented to the presence of the paint or marker.*

(b) *It shall be unlawful for any person to possess a spray paint container, liquid paint or any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch or greater, on the public way with intent to use the same to deface any building, structure or property.*

SECTION 5. Chapter 8-16 of the Municipal Code of Chicago is hereby amended by adding new Sections 8-16-095 and 8-16-096, as follows:

8-16-095. *No person under the age of 18 shall possess within the city any paint in a spray can or any marker containing a fluid which is not water*

soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch or greater. This prohibition shall not apply to:

(a) a child using paint or a marker while under the immediate supervision of his or her parent or legal guardian;

(b) a student using paint or a marker while under the immediate supervision of his or her teacher;

(c) an employee using paint or a marker at the direction and under the supervision of his or her employer.

8-16-096. No person shall aid, assist or abet a person under the age of 18 in obtaining possession of paint in a spray can or any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch or greater. This prohibition shall not apply to:

(a) a parent or legal guardian assisting and supervising his or her own child or ward in the use of paint or a marker;

(b) a teacher assisting and supervising his or her student in the use of paint or a marker;

(c) an employer assisting and supervising his or her employee in the use of paint or a marker.

SECTION 6. This ordinance shall take effect sixty (60) days after its passage.

Tabled -- CREATION OF COMMITTEE ON AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE.

Alderman Hendon moved to discharge the Committee on Committees, Rules and Ethics from consideration of a proposed resolution which would create a new City Council committee, the Committee on Affirmative Action and Contract Compliance, whose duties would be to ensure compliance with all affirmative action orders, requirements and directives within the City of Chicago.

Alderman Austin moved to *Lay on the Table* the motion to discharge. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Beavers, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Laski, Medrano, Bialczak, Suarez, Gabinski, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Schulter, M. Smith -- 27.

Nays -- Aldermen Tillman, Preckwinkle, Bloom, Steele, Jones, Coleman, Troutman, Evans, Miller, Hendon, E. Smith, Giles, Shiller, Moore -- 14.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Mr. Joseph Shabalala, Mr. Albert Mazibuko and Mr. Inos Phungula, members of Ladysmith Black Mambazo;

Eighth grade students from Edward W. Beasley Elementary School, accompanied by their teacher, Ms. Tami McDougal;

Fifth through eighth grade student council members from Grover Cleveland Elementary School, accompanied by their coordinator, Mr. Bill Hartnett;

Fourth through sixth grade students from Grant Elementary School, accompanied by their teacher, Ms. Barbara Gallaway;

Eighth grade and high school students from The Harvard School, accompanied by their teacher, Mr. Harry Preckwinkle;

Fifth grade students from Oliver Wendell Holmes Elementary School, accompanied by their teacher, Mr. Robert Kizior and school principal, Mr. Richard Bradley;

Sixth grade students from Francis W. Parker School, accompanied by their teacher, Mr. Mark Aymar;

Sixth through eighth grade students from William Penn Elementary School, accompanied by their teachers, Mr. Martin Monegain and Mr. William G. Smith along with P.T.A. president Ms. Loretta Weber;

Eighth grade students from Irma Ruiz Elementary School, accompanied by their teacher, Ms. Helen Batson;

Business Law students from Edward Tilden High School, accompanied by their teacher, Mr. Samuel Payton;

Eighth grade students from Mark Twain Elementary School, accompanied by their teacher, Ms. Mary Ellen Naliwajko; and

Seventh and eighth grade students from Oliver Westcott Elementary School, accompanied by their teachers, Ms. Elaine Lewis and Ms. Eula Morgan.

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 twentieth (20th) day of May, 1992, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the seventeenth (17th) day of June, 1992, 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

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 17, 1992 at 10:00 A.M., in the Council Chambers in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.