

COPY



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

Regular Meeting--Saturday, April 15, 1995

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

ERNEST R. WISH
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Bloom, Allen, Laurino, Levar.

Call To Order.

On Saturday, April 15, 1995 at 10:30 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Quorum present.

Invocation.

Reverend Carl Smith, Associate Minister of Greater Metropolitan Missionary Baptist Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Rules Suspended* -- EXECUTION OF INTERSTATE COMPACT WITH
CITY OF GARY, INDIANA FOR CREATION OF
CHICAGO -- GARY REGIONAL
AIRPORT AUTHORITY.**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

April 15, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the establishment of a Compact between the City of Chicago and the City of Gary, Indiana, to create the Chicago -- Gary Regional Airport Authority for the purpose of jointly overseeing and supporting existing airports within those two cities, jointly evaluating the region's need for additional airport capacity, jointly coordinating and planning the continued development, enhancement and operation of those existing airports and the development of any new regional airport serving the area, and to assure the continued autonomous management and operation by the City of Chicago and the City of Gary of existing airports within their respective cities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- Alderman Watson -- 1.

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

Alderman Burke then requested that the record reflect that the said passed ordinance was transmitted to the Mayor, who affixed his signature to said document at 12:40 P.M..

At this point in the proceedings, Alderman Burke moved that the City Clerk publish said ordinance in a Special Pamphlet to be made available for public inspection and distribution. The motion *Prevailed*.

The following is said ordinance as passed.

WHEREAS, The City of Chicago (the "City") is a home rule unit of local government under Section 6 of Article VII 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, Pursuant to (i) the provisions of the Interstate Airport Authorities Act, 70 ILCS 10/0.01 et seq., as amended, (ii) the City's home rule powers under the Illinois Constitution of 1970, (iii) Article 7, Section 10 of the Illinois Constitution of 1970, (iv) the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., as amended, and (v) 49 USCS §44502(e), as amended, the City has the power and authority to enter into an interstate

compact (the "Compact") with the City of Gary as further described herein; and

WHEREAS, The City owns and operates airports commonly known as Chicago O'Hare International Airport and Chicago Midway Airport and the City operates Merrill C. Meigs Field (collectively, the "Chicago Airports"); and

WHEREAS, The purpose of the Compact is to create the Chicago -- Gary Regional Airport Authority (the "Authority") as an interstate body politic and corporate under the Compact with the powers set forth in the Compact to jointly oversee and support the Chicago Airports and Gary Regional Airport and to jointly evaluate the need of the Bi-State Region (as defined in the Compact) for additional airport capacity, including any new airport serving the Chicago Bi-State Region; and

WHEREAS, It is necessary, essential and in the best interest of the inhabitants of the City that the City enter into the Compact with the City of Gary in order to assure the continued management and operation of the Chicago Airports by the City of Chicago and to achieve the other purposes set forth therein; and

WHEREAS, The City and the City of Gary desire to enter into the Compact; now, therefore,

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

SECTION 1. Findings. The City Council adopts as legislative findings the recitals contained in the preambles to this ordinance and the findings contained in Section 5-10 of the Compact included as Exhibit A to this ordinance and incorporates them into this ordinance by this reference.

SECTION 2. Approval and Execution of Compact. The Compact, in the form included as Exhibit A to this ordinance, is hereby approved and enacted and made a part of this ordinance and the Mayor is hereby authorized to enter into and execute the Compact in substantially the form included as Exhibit A hereto.

SECTION 3. Financial Support. The City shall pay the sums described in Sections 25-5(a) and 25-10(a) of the Compact to be allocated by the Budget Director of the City from any legally available funds appropriated by the City Council, including but not limited to the City of Chicago's allocable share of legally available Net Revenues of the Land Support Area (as defined in the Chicago O'Hare International Airport Amended and Restated Use Agreement and Terminal Facilities Lease dated as of January 1, 1985), for purposes described in such sections of the Compact.

SECTION 4. Authorized Officers. This ordinance is adopted in accordance with the powers of the City enumerated in the preambles to this ordinance. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Compact. In particular, the Commissioner of Aviation and all other City officials, employees and agents are authorized to take such steps as may be necessary or desirable to fulfill the City's obligations under the Compact, including the actions described in Section 25-10 of the Compact with respect to the Federal Aviation Administration (the "F.A.A."); and to prepare and execute, subject to the approval of the Comptroller and the Corporation Counsel as to form and legality, such instruments, reports, assurances and other documents as may be required by the F.A.A. or needed to implement the objectives stated herein or in the Compact.

SECTION 5. Supremacy; Severability. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part of it, is in conflict with the provisions of this ordinance, the provisions of this ordinance and the Compact shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. Effectiveness. This ordinance shall be in full force and effect immediately upon its passage and approval. The Compact shall take effect as provided therein.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

*Compact
Between The
City Of Chicago
And The
City Of Gary.*

Article 1.

Title And Definitions.

Section 1-1 Short Title.

This Compact may be cited as the Chicago -- Gary Regional Airport Compact.

Section 1-5 Definitions.

As used in this Compact, the following terms have the following meanings:

"Airport" means a facility for passenger, general aviation, cargo or military air service, including, without limitation, landing fields, taxiways, aprons, runways, runway clear areas, hangars, aircraft service facilities, approaches, terminals, inspectional facilities, parking, internal transit facilities, fueling facilities, cargo facilities, concessions, rail, rapid transit and roadway access, land and interests in land, public waters, submerged land under public waters and reclaimed land located on previously submerged land under public waters, and all other property and appurtenances necessary or useful for development, ownership and operation of any such facilities. It further includes commercial or industrial facilities located on the site of the airport.

"Authority" means the Chicago -- Gary Regional Airport Authority established by this Compact.

"Bi-State Region" has the meaning set forth in Section 5-10(a).

"Board" means the Board of Directors of the Authority.

"Bonds" means any obligations of the Authority with respect to borrowed money, including, without limitation, bonds, notes, certificates of participation, leases, and installment or conditional purchase agreements.

"Capital Plan" means the five (5) year capital plan of the Authority then in effect with respect to each Existing Airport adopted from time to time by the Board as described in Section 25-5(e), including the Initial Capital Plan.

"Capital Project" means a capital improvement undertaken by a Signatory at or related to an Existing Airport or the acquisition of land beyond the then-current boundaries of an Existing Airport for use as part of such Existing Airport, including but not limited to planning, design,

development, construction, implementation, financing, equipping, consulting, legal and insurance costs related thereto.

"Chicago Airports" means Chicago O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field, including as they may be developed, improved, expanded or modified.

"Compact" means this interstate compact authorized by the City of Chicago and the City of Gary.

"Effective Date" means the date this Compact takes effect, as set forth in Section 45-5.

"Existing Airports" means the Chicago Airports and Gary Regional Airport.

"Existing Airport Agreements" means the Existing Chicago Airport Agreements and the Existing Gary Regional Airport Agreements.

"Existing Chicago Airport Agreements" means the City of Chicago's contractual obligations relating to the Chicago Airports existing as of the Effective Date, including but not limited to airline use agreements, special facility use agreements, bond ordinances and trust indentures, collective bargaining agreements, leases, pension obligations, grant agreements, approved passenger facility charge programs, including assurances thereunder, and approvals, licenses, concessions and architectural, engineering, construction, consulting, management and procurement contracts, and any other agreements, in each case as amended or supplemented after the Effective Date.

"Existing Gary Regional Airport Agreements" means the Gary Regional Airport Authority's contractual obligations relating to the Gary Regional Airport existing as of the Effective Date, including but not limited to airline use agreements, special facility use agreements, bond ordinances and trust indentures, collective bargaining agreements, leases, pension obligations, grant agreements, approved passenger facility charge programs, including assurances thereunder, and approvals, licenses, concessions and architectural, engineering, construction, consulting, management and procurement contracts, and any other agreements, in each case, as amended or supplemented after the Effective Date.

"F.A.A." means the Federal Aviation Administration, or any successor agency.

"Gary Regional Airport" means Gary Regional Airport, including as it may be developed, improved, expanded or modified.

"Governmental Entity" means any political subdivision, school district, municipal corporation or unit of local government of the State of Illinois or the State of Indiana, but does not include any Signatory.

"Illinois Act" means the Interstate Airport Authorities Act, 70 ILCS 10/0.01 et seq., as amended, as in effect on the Effective Date.

"Indiana Act" means IC 8-22-4-1 et seq., as amended, as in effect on the Effective Date.

"Initial Capital Plan" means the Initial Capital Plan of the Authority included as (Sub)Exhibit A to this Compact.

"Midway Use Agreement" means, collectively, the Chicago Midway Airport Use Agreement and Facilities Leases by and between the City of Chicago and each of the airline signatories thereto, as the same may be amended or supplemented from time to time.

"New Regional Airport" means any Airport planned, acquired, developed, owned or operated by the Authority pursuant to this Compact, excluding the Existing Airports.

"O'Hare Use Agreement" means, collectively, the Chicago O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Leases dated as of January 1, 1985, by and between the City of Chicago and each of the airline signatories thereto, as the same may be amended or supplemented from time to time.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Pre-approved Capital Project" means:

(1) any Capital Project contained in the Authority's Initial Capital Plan included as (Sub)Exhibit A to this Compact;

(2) any Capital Project necessary to comply with any valid rule, regulation, policy, order or law of any federal, state or local government, agency or court or pursuant to any grant agreement or assurance;

(3) any tenant improvements or relocation expenses at an Existing Airport;

(4) any insurance or condemnation award deficiencies;

(5) any Capital Project funded from the O'Hare Airport Development Fund, Special Capital Projects Fund, Maintenance Reserve Fund or

Emergency Reserve Fund (all as defined in the O'Hare Use Agreement), the Net Revenues of the Land Support Area (as defined in the O'Hare Use Agreement) or the Midway Airport Development Fund, Special Project Fund, Repair and Replacement Fund or Emergency Reserve Fund (all as defined in the Midway Use Agreement);

(6) any Capital Project, at least fifty percent (50%) of which is funded from federal, state or private grants or donations, from private investment (including direct investment by airlines) or from the proceeds of special facility bonds;

(7) in addition to any other Pre-approved Capital Project included in this definition, any Capital Project the costs of which do not exceed one and one-half percent ($1\frac{1}{2}\%$) of the operating revenues of such Existing Airport as of the preceding fiscal year;

(8) the acquisition of the military site and relocation of the military facilities at Chicago O'Hare International Airport;

(9) a new terminal and all related facilities for Chicago Midway Airport;

(10) any Capital Project constituting a part of the concessions redevelopment program for Chicago O'Hare International Airport;

(11) any Capital Project constituting part of the collateral land development program at Chicago O'Hare International Airport; and

(12) any future closing of Merrill C. Meigs Field.

The Board shall be deemed to have approved all Pre-approved Capital Projects and the filing of passenger facility charge applications therefor or any amendments to any such applications.

"Regional Airports" means the Existing Airports and any New Regional Airport.

"Signatory" means the City of Chicago and the City of Gary.

"Transfer" means the sale, conveyance, mortgage, encumbrance or other transfer or disposition of any Existing Airport.

Article 5.

Authority, Purpose And Findings.

Section 5-1 Authority.

The City of Chicago is entering into this Compact pursuant to (i) the provisions of the Illinois Act, (ii) the City's home rule powers under the Illinois Constitution of 1970, (iii) Article 7, Section 10 of the Illinois Constitution of 1970, (iv) the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., as amended, (v) 49 USCS §44502(e), as amended and (vi) an ordinance adopted by the City Council of the City of Chicago on April ____, 1995. The City of Gary is entering into this Compact pursuant to (i) the Indiana Act, (ii) IC 8-22-5-1, as amended, as in effect on the Effective Date, (iii) 49 USCS §44502(e), as amended, and (iv) an ordinance adopted by the Common Council of the City of Gary on April ____, 1995.

Section 5-5 Purpose Of Compact.

The purpose of this Compact is to create the Authority as an interstate body politic and corporate under this Compact with the powers set forth in this Compact to jointly oversee and support the Existing Airports as set forth in this Compact, to jointly evaluate the Bi-State Region's need for additional Airport capacity, to jointly coordinate and plan for the continued development, enhancement and operation of the Existing Airports and the development of any New Regional Airport serving the Bi-State Region and to assure the continued autonomous management and operation by the City of Chicago of the Chicago Airports and the continued autonomous management and operation by the City of Gary through the Gary Regional Airport Authority of the Gary Regional Airport.

Section 5-10 Findings.

(a) The primary air trade area served by the Existing Airports consists of eight counties in Illinois (Cook, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will) and two counties (Lake and Porter) in Indiana (the "Bi-State Region"). The Chicago Airports and the Gary Regional Airport are the major airports serving the Bi-State Region and comprise the local airport system. Gary Regional Airport functions, and is designated, as a reliever airport for the Chicago Airports.

(b) Extensive, reliable air transportation service linking the Bi-State Region to the rest of the nation and the world, enabling the Bi-State Region to participate fully in the national and global economies, is critical to the continued economic development of the Bi-State Region. The coordinated development of the local airport system, and any new airports that may be

built as part of the local airport system, is essential to provide facilities to meet this demand efficiently and effectively. Failure to establish a mechanism to coordinate the planning and development of the local airport system could result in the inability to make capacity improvements where they can be implemented most efficiently to alleviate congestion and meet demand, in duplicative development, or in the inability to meet the long-term air service needs of the Bi-State Region. The best way to ensure the necessary coordination of further airport development, while recognizing the significant interests of the local governmental bodies, is the creation of a bi-state regional authority to oversee future development of the local airport system, while allowing the continued operation of the Existing Airports by the respective local government entities that now operate them.

(c) The City of Chicago is the owner, operator and manager of the Chicago Airports. Through the efforts and leadership of the City of Chicago, Chicago O'Hare International Airport is the busiest airport in the world. The Chicago Airports serve a critical role in the nation's air transportation system, and provide significant economic benefits to the Bi-State Region. The City of Chicago has committed significant resources to the development and operation of the Chicago Airports and views the Chicago Airports as a significant municipal asset. It is in the best interests of the City of Chicago and a public purpose, which this Compact is intended to further, to ensure that (i) the Chicago Airports retain their pre-eminent position as an engine for economic growth and development of the City of Chicago, (ii) the City of Chicago's investment in the Chicago Airports, and ancillary and intangible benefits accruing to the City of Chicago and its citizens from the Chicago Airports be protected by the continued operation of the Chicago Airports by the City of Chicago, and (iii) the local airport system development policy be responsive to the concerns of the City of Chicago and the City of Gary and not be promulgated by any Person not experienced in the affairs of the Chicago Airports and the Gary Regional Airport. The City of Gary benefits from the continued operation of the Chicago Airports by the City of Chicago. By establishing the Authority pursuant to this Compact, the mutual aviation interests of both the City of Chicago and the City of Gary are best served.

(d) The City of Gary controls Gary Regional Airport through the Gary Regional Airport Authority. The Gary Regional Airport Authority owns and operates Gary Regional Airport. Gary Regional Airport has various capital development needs and the City of Gary and the Gary Regional Airport Authority have insufficient resources to fund the Capital Projects needed to enable Gary Regional Airport to function effectively as a reliever airport for the Chicago Airports. Development of Gary Regional Airport can help meet the air transportation needs of the Bi-State Region. Coordination by the Signatories of the development of Gary Regional Airport jointly with the development of the Chicago Airports will promote the timely implementation of capacity improvements to meet the air service needs of the Bi-State Region. Development of Gary Regional Airport will provide substantial benefits to the Chicago Airports by alleviating congestion at

Chicago O'Hare International Airport, reducing operational delays and associated costs for air carriers and air travelers and promoting the efficient use of the local airport system. This Compact will facilitate the development of the facilities and operations at Gary Regional Airport in coordination with the Chicago Airports.

(e) Substantial benefits will accrue to the City of Chicago and to the City of Gary, and to their citizens, as the result of the provisions of this Compact that provide for the coordination of airport development through the Authority and the funding of certain airport development while allowing the continued management and operation of the Existing Airports in the local airport system by the respective Signatories.

(f) Subject to the powers specifically granted to the Authority under this Compact, the City of Chicago shall continue to manage and operate the Chicago Airports in accordance with the terms of the Existing Airport Agreements, and the City of Gary through the Gary Regional Airport Authority shall continue to manage and operate the Gary Regional Airport, both on the coordinated basis set forth in this Compact. This Compact also directs the Signatories, through the Authority, to plan for any future additional airport capacity needed on a basis consistent with the interests of each Signatory. The establishment of the Authority and the maintenance of the existing governance structures for the Existing Airports on a basis consistent with the terms of this Compact will provide for the most efficient and effective method of evaluating the need for a new Airport serving the Bi-State Region, and for planning for the joint development of any such Airport on a coordinated basis supported by a bi-state consensus.

(g) The City of Chicago has recently completed the refinancing of the Chicago Skyway and has undertaken a major capital improvement program for that toll bridge and highway facility. The Chicago Skyway serves the Bi-State Region as a vital and effective ground transportation link between Chicago and Gary and the Chicago Airports and Gary Regional Airport.

(h) Pursuant to authority provided by federal and state law, the City of Chicago and the City of Gary are creating the Authority as an interstate body politic and corporate under the Compact for the purposes set forth herein as a means of assuring the continued efficient management, operation and development of the Existing Airports by the Signatories and for coordinating, evaluating and planning for the local airport system's needs, including the need for any new Airport serving the Bi-State Region.

(i) The City of Chicago has covenanted with the holders of its airport revenue bonds that unless certain conditions have been met, it will not permit a Transfer of Chicago O'Hare International Airport or Chicago Midway Airport. Nothing in this Compact is intended to effect a Transfer of the Chicago Airports or Gary Regional Airport.

Article 10.

Establishment.

Section 10-1 Creation Of Authority.

There is created the Chicago -- Gary Regional Airport Authority, which shall be an interstate body politic and corporate under the Compact. The Authority shall not be an agency of any Signatory.

Section 10-5 No Impairment Of Existing Contracts.

This Compact shall not in any respect impair the provisions of the Existing Airport Agreements or the rights of any bondholders thereunder or other parties thereto.

Section 10-10 State Approvals.

Nothing in this Compact shall be construed as providing for the acquisition of the Existing Airports by the Authority. To the extent that any such acquisition, or the establishment of a New Regional Airport by the Authority, requires the approval (i) of the Illinois Department of Transportation pursuant to Section 7 of the Illinois Act, as in effect on the Effective Date, and (ii) of the Indiana Department of Transportation pursuant to Section 8-22-4-7 of the Indiana Act, as in effect on the Effective Date, such approval shall be obtained.

Section 10-15 Meigs Field.

The parties recognize that the City of Chicago's lease for Merrill C. Meigs Field expires on September 30, 1996, and there can be no assurance that it will be renewed or that Meigs Field will continue to be operated as an Airport.

Section 10-20 Certain Actions Requiring Authority Consent.

The following actions shall require the approval of the Board:

- (1) the implementation by any Signatory of any Capital Project other than a Pre-approved Capital Project; any such approval of the Board shall also be deemed to be approval of the filing of a passenger facility charge application therefor or any amendment to any such application;

(2) any recommendation to the F.A.A. concerning aircraft operations at an Existing Airport, including but not limited to flight patterns and tracks, preferred runway usage programs, noise abatement and compatibility procedures or restrictions, flight curfews and noise budgets;

(3) any action by any Person that would constitute a Transfer of any Existing Airport, or any other action by any Person that would, directly or indirectly, otherwise affect the control or ownership of any Existing Airport;

(4) any action that would transfer any powers of the Board to any other Person;

(5) the determination of the location, site configuration and runway layout of any new Airport to be developed, owned or operated by a Signatory or the Authority or to be financed in whole or in part by revenues, charges, fees, grants or other funds derived from any of the Existing Airports;

(6) the issuance of bonds or other obligations by a Signatory to finance the development or acquisition of a new Airport or the execution by a Signatory of any airline use or similar agreement with respect to any new Airport to be developed or acquired by a Signatory or any other Person; or

(7) the use of revenues, passenger facility charge revenues, grant proceeds, bond proceeds or loan proceeds of, or any form of credit enhancement provided to, an Existing Airport for the purpose of acquiring, developing or financing any new Airport by a Signatory or any other Person.

Article 15.

Governance.

Section 15-1 Board Of Directors.

The governing body of the Authority shall be a Board of Directors.

Section 15-5 Appointment Of Board Of Directors.

(a) The Board shall have twelve (12) directors. The directors shall be appointed as follows:

(1) There shall be five (5) directors designated or appointed by the City Council of the City of Chicago, each of whom shall be a resident of the City

of Chicago. Three (3) of the directors designated or appointed by the City Council of the City of Chicago shall consist of the Commissioner of Aviation, the City Comptroller and the Corporation Counsel of the City of Chicago or their successors upon confirmation by the City Council of the City of Chicago, or the successor positions to any such offices.

(2) There shall be five (5) directors designated or appointed by the Common Council of the City of Gary, each of whom shall be a resident of the City of Gary. Three of the five (5) directors designated or appointed by the Common Council of the City of Gary shall consist of the President, the Vice President and the Secretary of the Gary Regional Airport Authority, or their successors upon confirmation by the Common Council of the City of Gary, or the successor positions to any such offices. Two (2) of the five (5) directors designated or appointed by the Common Council of the City of Gary shall consist of the President of the Common Council of the City of Gary and the Chairman of the Planning and Development Committee of the Common Council of the City of Gary, or the successor position to any such offices.

(3) There shall be one (1) director appointed by the governor of the State of Illinois as provided in the Illinois Act. The laws of the State of Illinois shall govern the official conduct, the appointment, removal and term of directors appointed by the Governor of the State of Illinois.

(4) There shall be one (1) director appointed by the Governor of the State of Indiana as provided by the Indiana Act. The laws of the State of Indiana shall govern the official conduct, the appointment, removal and term of directors appointed by the Governor of the State of Indiana.

(5) The Board shall elect annually, from its membership, a Chair, a Vice Chair and a Treasurer. The Chair and the Vice Chair each shall be from different states.

(b) Each appointment shall be certified by the appointing body or officer to the Secretary of the Authority.

Section 15-10 Terms, Vacancies And Removal.

(a) (1) The initial directors designated or appointed by the City Council of the City of Chicago shall serve for terms expiring (i) in the case of the Commissioner of Aviation, the City Comptroller and the Corporation Counsel, on the date that any such director ceases to serve in such respective capacity as an official of the City of Chicago and (ii) in the case of the other directors, December 31, 2003. Commencing January 1, 2004, the two (2) directors representing the City of Chicago who are not also serving as the Commissioner of Aviation, the City Comptroller or the Corporation Counsel

shall serve for terms of four (4) and six (6) years, respectively, and all subsequent terms shall be for six (6) years.

(2) The initial directors designated or appointed by the Common Council of the City of Gary shall serve for terms expiring (i) in the case of the directors who also are officers of the Gary Regional Airport Authority, on the date that any such director ceases to serve in such capacity as an officer of the Gary Regional Airport Authority and (ii) in the case of the directors who are also officers of the Common Council of the City of Gary, on the date that any such director ceases to serve in such capacity as an officer of the Common Council of the City of Gary.

(3) The initial directors appointed by the Governors of the State of Illinois and Indiana shall serve for terms determined by the appointing official as provided under state law.

(b) Except as otherwise provided in this Compact, directors shall hold office until their respective successors have been appointed. Directors may be reappointed and may serve consecutive terms.

(c) A vacancy shall occur upon resignation, death or disqualification (i) under the Municipal Code of the City of Chicago for directors designated or appointed by the City Council of the City of Chicago, (ii) under the law of the State of Illinois for directors appointed by the Governor of the State of Illinois, (iii) under the Gary Municipal Code for directors designated or appointed by the Common Council of the City of Gary, (iv) under the law of the State of Indiana for directors appointed by the Governor of the State of Indiana, or (v) upon removal as provided in subsection (e) of this section.

(d) In the event of a vacancy, the appointing body or officer who appointed the director whose position is vacant shall make an appointment to fill the vacancy to serve the remainder of the unexpired term in the same manner as provided for appointment of directors.

(e) Any director designated or appointed by the City Council of the City of Chicago may be removed from office for cause by the Mayor of the City of Chicago and any director appointed by the Governor of the State of Illinois may be removed from office by the Governor of the State of Illinois in accordance with Illinois law. Any director designated or appointed by the Common Council of the City of Gary may be removed from office for cause by the Mayor of the City of Gary and any director appointed by the Governor of the State of Indiana may be removed from office by the Governor of the State of Indiana in accordance with Indiana law.

Section 15-15 Meetings; Quorum.

As soon as practicable after the Effective Date, the Board shall organize for the transaction of business. The Board shall prescribe the time and place for meetings, the manner in which special meetings may be called, the notice which must be given to directors and the notice which must be given to the public of meetings of the Board. The Board shall prescribe an official seal of the Authority. A majority of the directors from each state shall constitute a quorum for the transaction of business. In the absence of any director, such director's vote may be cast by another representative or member of such director's state if the representative casting such vote shall have a written proxy in proper form as may be required by the Authority.

All substantive action of the Board shall be by resolution. The concurrence of a majority of the directors from each state shall be necessary for the adoption of any resolution.

Section 15-20 Compensation.

The directors shall serve without compensation, except that they shall be reimbursed for actual expenses incurred in the performance of their duties. The Board, other than the Chair and the Vice Chair, may provide for annual compensation of the Chair and Vice Chair.

Section 15-25 Chair And Other Officers.

The Chair shall preside at meetings of the Board, and shall be entitled to vote on all matters. The Board shall select a Secretary and may provide for other officers of the Authority with such duties as it shall from time to time determine. The Secretary and other officers of the Authority may, but need not, be directors.

Section 15-30 Executive Director.

The officers of the Authority shall include an Executive Director, who shall be the chief executive officer of the Authority. Because of the significance of the Chicago Airports relative to the Gary Regional Airport, the Executive Director shall be appointed by the Mayor of the City of Chicago. The Mayor of the City of Gary shall appoint the Deputy Executive Director of the Authority, who shall serve in the absence of the Executive Director, and shall assist in the overall management of the Authority. The Executive Director, consistent with the policies and direction of the Board, shall be responsible for the management of the business, employees and properties of the Authority, shall direct the enforcement of all resolutions, rules and regulations of the Board, and shall perform such other duties as may be prescribed from time to time by the Board. The Executive Director

and any other employee of the Authority may simultaneously serve as an employee of a Signatory. The Board shall provide for the appointment of such attorneys, engineers, consultants, agents and employees as it may deem necessary, and may require bonds of any of them. Where appropriate and practicable, the Authority shall utilize the services of employees of each Signatory. The Board shall adopt rules and procedures governing the Authority's employment, evaluation, promotion, and discharge of employees. Subject to those rules and procedures and consistent with the policies and directions of the Board, the Executive Director shall select and appoint and may discharge employees of the Authority, or may supervise such selection, appointment or discharge. All officers (other than officers who are members of the Board) and all employees of the Authority shall report and be subordinate to the Executive Director. The compensation of the Executive Director and all other officers, attorneys, engineers, consultants, agents and employees shall be established by the Board. The Executive Director shall serve only pursuant to an employment contract authorized by the Board setting forth the terms and conditions of his or her employment. The Contract shall set forth the conditions upon which the Executive Director may be discharged by the Mayor of the City of Chicago.

Section 15-35 Ethics.

The Board shall adopt regulations governing ethics and conflicts of interest with regard to its officers, employees and the directors appointed by each Signatory. Notwithstanding any provision of the City of Chicago's ethics ordinances to the contrary, the fact that an officer or employee, or a former officer or employee, of the City of Chicago also serves as a director, officer or employee of the Authority or provides services to the Authority shall not be deemed a violation of any provision of the City of Chicago's ethics ordinances. The Illinois Governmental Ethics Act shall apply to the directors appointed by the Governor of the State of Illinois. The law of the State of Indiana shall apply to the directors appointed by the Governor of the State of Indiana.

Section 15-40 Meetings And Records.

The Board shall adopt regulations concerning the notice and conduct of its meetings and the consideration and passage of ordinances, resolutions, regulations, rules and other actions. The Board shall adopt regulations concerning the availability of its records.

Section 15-45 Termination.

(a) So long as no bonds issued by the Authority are outstanding and the development of New Regional Airport facilities has not commenced, this

Compact may be terminated by the City of Chicago on any date occurring (i) on or after three (3) years following the Effective Date and (ii) six (6) months or more following the occurrence of both (A) the adoption of a resolution by a majority of the directors designated or appointed by the City Council of the City of Chicago providing for such termination and (B) the enactment by the City Council of the City of Chicago of an ordinance providing for such termination. This unilateral termination option is granted to the City of Chicago in recognition of the significance of the Chicago Airports relative to Gary Regional Airport.

(b) So long as no bonds issued by the Authority are outstanding and the development of New Regional Airport facilities has not commenced, this Compact may be terminated by the City of Gary on January 1, 2001 and on each January 1 occurring at five-year intervals following such date, upon the occurrence of both (i) the adoption no later than July 1 of the preceding year of a resolution by a majority of the directors designated or appointed by Common Council of the City of Gary providing for such termination and (ii) the enactment no later than July 1 of the preceding year by the Common Council of the City of Gary of an ordinance or a resolution providing for such termination.

(c) At any time when bonds issued by the Authority are outstanding or the development of New Regional Airport facilities has commenced, this Compact may not be terminated; provided that under such circumstances (i) the City of Chicago may withdraw the Chicago Airports or any of them from the jurisdiction of the Authority on any date occurring six months or more following (A) the adoption of a resolution by a majority of the directors appointed by the City Council of the City of Chicago providing for such withdrawal and (B) the enactment by the City Council of the City of Chicago of an ordinance providing for such withdrawal, and (ii) the City of Gary may withdraw the Gary Regional Airport from the jurisdiction of the Authority on January 1, 2001 and on each January 1 occurring at five-year intervals following such date upon the occurrence of both (A) the adoption no later than July 1 of the preceding year of a resolution by a majority of the directors designated or appointed by the Common Council of the City of Gary providing for such termination and (B) the enactment no later than July 1 of the preceding year by the Common Council of the City of Gary of an ordinance or a resolution providing for such termination.

(d) Upon termination of this Compact, the Board shall determine the disposition of any property of the Authority.

Article 20.

Powers.

Section 20-1 General Powers.

Except as otherwise provided in this Compact, the Authority shall have the powers described in this Article 20. Except as expressly set forth in Section 10-20, the powers of the Authority shall not limit, preempt or supersede the authority, powers or rights of any Signatory. The City of Chicago shall retain all of its powers as a home rule municipality under the Constitution and laws of the State of Illinois. The City of Gary shall retain all of its powers as a home rule municipality under the laws of the State of Indiana. The powers of each Signatory and the powers of the Authority may be jointly exercised.

Section 20-5 Existing Airports.

(a) The Authority shall exercise general oversight over the Existing Airports as provided in this Compact and may make proposals and reports to each Signatory concerning the development and operation of its Airports and the need for additional airport capacity, including any new Airport serving the Bi-State Region. The Board shall establish regular reporting requirements for each Signatory, whereby each Signatory shall report, no more frequently than each quarter and no less frequently than annually, on the financial condition, results of operations and other operational aspects of the Existing Airports.

(b) The Authority shall have the power to consider, approve, take or reject the actions described in Section 10-20.

(c) Subject to the provisions of Section 10-20, the City of Chicago shall manage, own and operate the Chicago Airports in accordance with (i) the City of Chicago's home rule powers under the Illinois Constitution of 1970, (ii) the Municipal Code of the City of Chicago, (iii) the Existing Chicago Airport Agreements and (iv) Section 11-102-1 et seq. of the Illinois Municipal Code, as in effect on the Effective date.

(d) Subject to the provisions of Sections 10-20 and 25-10, the City of Gary through the Gary Regional Airport Authority shall manage, own and operate the Gary Regional Airport in accordance with (i) Indiana law as in effect on the Effective Date, (ii) the Gary Municipal Code, and (iii) the Existing Gary Regional Airport Agreements. The City of Gary, by virtue of its authority and control over the Gary Regional Airport Authority, shall take all necessary options to cause the Gary Regional Airport Authority to comply with the provisions of this Compact, and the City of Gary shall not

approve any action by the Gary Regional Airport Authority that is inconsistent with or contrary to the provisions of this Compact.

Section 20-10 New Regional Airport Facilities.

The Authority shall have the power to evaluate on a continuing basis the Bi-State Region's need for a New Regional Airport, and to make reports and recommendations to each Signatory with respect to the need for a New Regional Airport. The Authority shall have the power to evaluate, plan, develop, secure permits, licenses and approvals for, acquire, finance, construct, equip, own and operate New Regional Airport facilities on a site or sites to be specified by the board. The development of any New Regional Airport shall also include all land, highways, waterways, rail, mass transit facilities and other infrastructure, located within or adjacent to the site of the New Regional Airport, that in the determination of the Board are necessary or appropriate in connection with the development or operation of the New Regional Airport. The development of a New Regional Airport also includes acquisition and development of any land or facilities for relocation of persons, including providing replacement housing or facilities for persons and entities displaced by that development, or for protecting or reclaiming the environment with respect to the New Regional Airport, or for providing substitute or replacement property or facilities, including without limitation, for areas of commercial entertainment, sports and recreation, conservation, open space and wetlands, or for providing navigational aids, whether or not located on the site of the New Regional Airport.

In connection with the evaluation, planning, acquisition, development, construction, equipping, financing, ownership and operation by the Authority of any New Regional Airport, the Authority shall have the following powers:

(a) to acquire all land, interests in land, and all other property and interests in property as may be necessary to carry out its powers and functions with respect to any New Regional Airport and to dispose of any such lands, interests, and property upon terms it deems appropriate;

(b) to enter into agreements by which it may provide for various functions relating to management or operation of any New Regional Airport to be performed on behalf of the Authority by any other Person;

(c) to adopt, administer and enforce airport zoning regulations, in the manner provided for political subdivisions under the Illinois Airport Zoning Act, as in effect on the Effective Date, with respect to any airport hazard area (as described in that Act) for any New Regional Airport located in the State of Illinois, regardless of the distance from that New Regional Airport; and to adopt, administer and enforce zoning regulations governing land and improvements within the site of any New Regional Airport located in the State of Illinois, all in a manner consistent with the

procedures and requirements for municipalities under the Illinois Municipal Code, as in effect on the Effective Date; with respect to any New Regional Airport located in the State of Indiana, the Authority may fix a restricted zone for distances in any direction from the boundaries of such New Regional Airport that is necessary and practicable, regulating the height of structures to provide free air space for access by aircraft and for safe use of such New Regional Airport, all in accordance with the laws of Indiana.

(d) to acquire possession by eminent domain of any property or interest in property that the Authority is authorized to acquire under this Compact in connection with the acquisition, development and operation of any New Regional Airport, which power shall extend to all types of interests in private property, both real and personal (including, without limitation, easements for access or open space purposes and rights of concurrent usage of existing or planned facilities); to exercise the power of eminent domain granted in this subsection with respect to property located within the State of Illinois in the manner provided for the exercise of the right of eminent domain under the Illinois Code of Civil Procedure, as in effect on the Effective Date, and, with respect to property located within the State of Indiana, in the manner provided for the exercise of eminent domain under the laws of the State of Indiana, as in effect on the Effective Date; provided that no property or interest in property within the boundaries of any Signatory shall be acquired by the Authority by eminent domain without the written consent of the Mayor of such Signatory;

(e) to provide for the relocation of all Persons displaced by the development or expansion of any New Regional Airport, including through provision of relocation assistance or the provision of replacement housing or other facilities;

(f) to (i) enter into leases of any of the Authority's property or facilities, use agreements with airlines or other users of any New Regional Airport, agreements with concessionaires and franchise agreements for use of or access to any New Regional Airport facilities and any other agreements that may be desirable to achieve the purposes of the Authority and (ii) engage in all aspects of the development of commercial, industrial, recreational, sports and entertainment and other facilities located on or adjacent to the site of a New Regional Airport;

(g) to apply to the proper authorities of the United States of America pursuant to appropriate law for permission to establish, operate, maintain and lease foreign trade zones and sub-zones within the area of any New Regional Airport and to establish, operate, maintain, and lease such foreign trade zones and sub-zones;

(h) to enter into contracts for the improvements upon real estate appurtenant to any New Regional Airport, including farming, extracting minerals, subdividing, promoting and developing of such real estate as

shall aid and encourage the development and service of such New Regional Airport, and to mortgage, pledge, or otherwise grant security interests in any such property;

(i) to enter at reasonable times upon such lands, waters, or premises as in the judgment of the Authority may be necessary, convenient or desirable for the purpose of making surveys, soundings, borings and examinations relating to any New Regional Airport after having given reasonable notice of such proposed entry to the owners and occupants of such lands, water, or premises, the Authority being liable only for actual damage caused by such activity;

(j) to require the removal or relocation of any building, railroad main, pipe, conduit, wire, pole, structure, facility and equipment on the site of any New Regional Airport, as may be needed to carry out the powers of the Authority, with the Authority to compensate the person required to remove or relocate the building, railroad, main, pipe, conduit, wire, pole, structure, facility, or equipment as provided by law or for such relocation on the site of the New Regional Airport;

(k) to make loans from proceeds of bonds or funds otherwise available to the extent necessary or appropriate for development, expansion or improvement of facilities in connection with a New Regional Airport;

(l) to operate farming operations or real estate appurtenant to any New Regional Airport;

(m) to maintain, operate and extend water and sewer systems on the real estate of the land appurtenant to any New Regional Airport, and make and collect charges for services;

(n) to construct and lease industrial and aviation buildings on the land appurtenant to any New Regional Airport;

(o) to lease land, including any land now owned by any Signatory, suitable for a New Regional Airport for a term of not less than ninety-nine (99) years;

(p) to secure expert guidance on the development of any New Regional Airport to the end that the interests of the region are best served; and to implement that development within the laws of the States of Illinois and Indiana;

(q) to accept, receive and receipt for federal moneys and other moneys, public or private, for the acquisition, construction, enlargement, improvement, maintenance, equipment or operation of a New Regional Airport and other air navigation facilities and sites therefor;

(r) to buy and sell machinery for aviation purposes; and to negotiate and contract for personal services, materials and supplies, provided that whenever personal property is to be purchased or sold, there shall be due notice and competitive bidding as directed and required by the laws of the state in which the New Regional Airport is located; and

(s) to perform all functions and do all acts that are necessary to the total development of a New Regional Airport, not inconsistent with the laws of Illinois and Indiana, as in effect on the Effective Date.

Section 20-15 Contracts.

The Authority shall have the power to enter into all contracts useful for carrying out its purposes and powers, including, without limitation, contracts with each Signatory, all with such duration as the Board shall determine.

Section 20-20 Employment.

The Authority shall have the power to appoint and remove or discharge personnel as may be necessary for the performance of the Authority's functions irrespective of the civil service, personnel or merit system laws of either the State of Illinois or the State of Indiana. The Authority may borrow, accept, or contract for services of personnel from any Signatory, from any state or the United States or any subdivision or agency thereof, from any interstate agency, or from any Person.

Section 20-25 Employee Pensions.

The Authority may establish and maintain systems of pensions and retirement benefits for such officers and employees of the Authority as may be designated or described by resolution of the Authority. Such pension systems shall be financed or funded by such means and in such manner as may be determined by the Board to be economically advantageous.

Section 20-30 Approvals.

The Authority shall have the power to apply to the proper authorities of the United States or the State of Illinois, the State of Indiana, any Signatory, as permitted or authorized by applicable law, to obtain any grants, loans, loan guarantees or other forms of governmental credit enhancement, licenses, approvals or permits reasonably necessary to achieve the purposes of this Compact.

Section 20-35 Additional Powers.

(a) The Authority shall also have all powers necessary, convenient or desirable to meet its responsibilities and to carry out its purposes under this Compact, including, but not limited to, the following powers:

- (1) to sue and be sued;
- (2) to invest any funds or any monies not required for immediate use or disbursement in such manner as the Authority in its discretion determines;
- (3) to make, amend, and repeal by action of the Board bylaws, rules and regulations, and resolutions consistent with this Compact;
- (4) to acquire, hold, sell by installment contract, lease as lessor, transfer or dispose of such real or personal property as it deems appropriate in the exercise of its powers;
- (5) to enter into collective bargaining agreements and contracts of group insurance for the benefit of its employees and to provide for retirement benefits or pensions and other employee benefit arrangements for its employees similar to those enjoyed by employees of the State of Illinois and the State of Indiana;
- (6) to provide for the insurance of any property, directors, officers, employees, or operations of the Authority against any risk or hazard, to self-insure or participate in joint self-insurance pools or entities to insure against such risk or hazard, and to provide for the indemnification of its directors, officers, employees, contractors; or agents against any and all risks;
- (7) to pass all resolutions and make all rules and regulations proper or necessary to regulate the use, operation, and maintenance of its property and facilities;
- (8) to enter into arbitration arrangements, which may be final and binding;
- (9) to accept for any of its purposes and functions any and all donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any Signatory or from any Person; and to receive, utilize and dispose of the same; and
- (10) to establish and maintain such facilities as may be necessary for the transaction of its business.

(b) In each case in which this Compact gives the Authority the power to acquire real or personal property, the Authority shall have the power to acquire such property by contract, purchase, gift, grant, exchange for other property or rights in property, lease (or sublease) or installment or conditional purchase contracts, including a settlement of an eminent domain proceeding, which leases or installment or conditional purchase contracts may provide for consideration to be paid in annual installments. Property may be acquired subject to such conditions, restrictions, liens, or security or other interests of other parties, and the Authority may acquire a joint, leasehold, easement, license or other partial interest in such property. Any such acquisition may provide for the assumption of, or agreement to pay, perform or discharge, outstanding or continuing duties, obligations or liabilities of the seller, lessor, donor, or other transferor of, or of the trustee with regard to, such property. In connection with the acquisition of any real or personal property or interests in real or personal property, the Authority may indemnify and hold harmless the owners and occupants of such property or interests in property for any and all losses, claims, damages, liabilities or expenses arising out of the ownership or use of such property or interests in property.

Section 20-40 Antitrust Exemption.

It is the policy of the Signatories that all powers granted to the Authority, either expressly or by necessary implication, by this Compact or any Illinois or Indiana statute, or ordinance of the City of Chicago or the City of Gary, or by this Compact, may be exercised by the Authority notwithstanding effects on competition. It is the intention of the Signatories that the state action exemption to the application of federal antitrust statutes be fully available to the Authority to the extent its activities are authorized by law or this Compact.

Article 25.

Finance.

Section 25-1 Control Of Finances.

The Board shall control the finances of the Authority on the basis and subject to the limitations set forth in this article. Except as provided in Section 25-25 with respect to the imposition of fees and charges relating to any New Regional Airport, the Authority shall have no revenue powers. To the extent practicable, the Authority shall utilize the employees, expertise, assets, property, purchasing arrangements and other resources of the Signatories in carrying out its activities, purposes and powers.

Section 25-5 Budgets And Capital Plans.

(a) The City of Chicago shall pay, from any legally available funds appropriated by the City Council of the City of Chicago, including but not limited to its allocable share of legally available Chicago O'Hare International Airport Land Support Area Net Revenues, the Authority's initial operating expenses incurred prior to January 1, 1996, in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000). Promptly following the Effective Date, the Board shall adopt a budget for the balance of the initial fiscal year ending December 31, 1995.

(b) Each year on or before the first day of July, the Authority shall prepare a budget of its estimated expenditures for the fiscal year beginning on the first day of January of the succeeding year, and on or before the first day of July shall submit a copy of its proposed budget to each Signatory. The Authority's annual budgeted expenditures shall be allocated and prorated equally between each Signatory, based initially upon the ratio that the total operating expenses incurred in the prior fiscal year by each Signatory with respect to its Existing Airports bears to the aggregate amount of operating expenses incurred during such fiscal year in connection with the operation of the Existing Airports; provided that the amount allocated to the City of Chicago shall not exceed one percent of the total operating expenses incurred in connection with the operation of Chicago O'Hare International Airport during the prior fiscal year and the amount allocated to the City of Gary for use at Gary Regional Airport shall not exceed one percent of the total operating expenses incurred in connection with the operation of Gary Regional Airport during the prior fiscal year. Consistent with the Illinois Act and the Indiana Act, the Signatories may subsequently agree to modify or adjust this ratio. Each such proposed budget shall be accompanied by a request to each Signatory to appropriate funds sufficient to fund its allocable portion of the Authority's budget. Following such appropriations, the Board shall adopt the Authority's final budget for such fiscal year. The Authority's expenditures related to any extraordinary litigation shall be allocated on a basis consistent with this subsection (b) as determined by the Board. Upon the request of a Signatory, the Board may allocate operating funds of the Authority to a Signatory as reimbursement for the amount of any direct expenses incurred by that Signatory in complying with its obligations under this Compact.

(c) The Authority shall be required to keep accurate record of all accounts of receipts and disbursements. The receipts and disbursements of the Authority shall be subject to an annual audit, and accounting procedures established by the Board, provided that all receipts and disbursements of funds handled by the Authority shall be audited by a qualified independent public accountant and the report of the audit shall be incorporated into and become a part of the annual report of the Authority described in Section 25-15.

(d) The accounts of the Authority shall be open to inspection by the general public at any reasonable time.

(e) The Authority's Initial Capital Plan with respect to each Existing Airport is included as (Sub)Exhibit A to this Compact. No later than December 31 of each year, beginning in 1996, the Board shall adopt a five-year Capital Plan for the Regional Airports, providing for all Capital Projects that each Signatory proposes to undertake or continue during the following five year period. If the Board fails to adopt a Capital Plan by December 31 of each year, the prior Capital Plan (including the Initial Capital Plan) shall remain in effect. Upon the request of a Signatory, the Capital Plan may be modified by the Board from time to time. Once a Capital Project is included in the Capital Plan, a Signatory is authorized to complete that Capital Project without further Board approval. Any Capital Projects to be financed with passenger facility charge revenues shall be included in the Capital Plan.

Section 25-10 Airport Development.

(a) The City of Chicago, from any legally available funds appropriated by the City Council of the City of Chicago, including but not limited to the City of Chicago's allocable share of legally available Net Revenues of the Land Support Area (as defined in the O'Hare Use Agreement), shall pay One Million Two Hundred Thousand Dollars (\$1,200,000) to the City of Gary for the cost of the Capital Projects at Gary Regional Airport that are described in (Sub)Exhibit B to this Compact, which Capital Projects are needed to enable Gary Regional Airport to function as a reliever airport for the Chicago Airports. Payment of this amount by the City of Chicago to the City of Gary shall be processed immediately following the Effective Date of the Compact. The amount paid to the City of Gary pursuant to this subsection (a) is intended to facilitate the coordinated development of the Gary Regional Airport with the development of the Chicago Airports, and is consistent with the findings set forth in Section 5-10.

(b) Within one hundred eighty (180) days following the Effective Date, the City of Chicago shall file a passenger facility charge application with the F.A.A. requesting authorization to use a portion of the passenger facility charges collected by the City of Chicago at the Chicago Airports for purposes of financing any or all of the Capital Projects described in (Sub)Exhibit B to this Compact, and annually for eligible passenger facility charge projects as may from time to time in the future become part of Gary Regional Airport's Capital Plan as approved by the Board, which Capital Projects are compatible with Gary Regional Airport's function as a reliever airport for the Chicago Airports. Following receipt of all necessary approvals from the F.A.A., the City of Chicago shall have the exclusive power to direct the planning, design, construction, financing and implementation of any such Capital Projects to be financed with passenger facility charges remitted to

the City of Chicago in such fiscal year. Subject to F.A.A. approval, the amount of passenger facility charges used by the City of Chicago for Capital Projects at the Gary Regional Airport in any fiscal year pursuant to this subsection (b) shall not exceed one and one-half percent (1½%) of the aggregate passenger facility charges collected by the City of Chicago at the Chicago Airports. The City of Chicago shall have all necessary powers to satisfy the passenger facility charge assurances made to the F.A.A. in connection with any such applications. The City of Gary and the Gary Regional Airport Authority shall enter into all agreements and assurances and take all other actions that may be necessary to obtain and maintain F.A.A. approval for the use of passenger facility charges as contemplated in this subsection (b).

(c) The City of Chicago, through its Department of Aviation, shall provide assistance to the Authority in developing a coordinated and complementary marketing plan for the Existing Airports. In particular, the City of Chicago agrees to cooperate with the City of Gary in implementing a development plan for Gary Regional Airport that is described in (Sub)Exhibit C. Nothing in this Compact shall preclude or prejudice in any way the development of passenger service at Gary Regional Airport.

(d) To the extent permitted by law, the City of Chicago shall afford the City of Gary and the Gary Regional Airport Authority a right of first refusal to purchase used or obsolete equipment utilized at the Chicago Airports.

(e) The Signatories recognize that the City of Gary has established an Airport Development Zone ("A.D.Z.") under Indiana law, and the Authority shall in every way consistent with this Compact facilitate the growth and development of the A.D.Z., recognizing the A.D.Z. opportunities and incentives.

Section 25-15 Annual Report.

(a) The Authority shall annually make a report to the Governors of the State of Illinois and the State of Indiana setting forth information concerning its activities for the preceding year; and shall embody in such report recommendations as may have been adopted by the Authority. The annual report shall include information and recommendations, as appropriate, concerning the need for a New Regional Airport to serve the Bi-State Region. The annual report also shall include the audited financial statements of the Authority for the fiscal year and the budget for the succeeding fiscal year. Copies of the annual report shall be made available to Persons who request them and shall be submitted not later than one hundred eighty (180) days after the end of the Authority's fiscal year to each Signatory.

(b) A copy of each annual report also shall be filed in the State of Illinois with the Speaker, the Minority Leader and the Clerk of the House of

Representatives and the President, the Minority Leader and the Secretary of the Senate and the Legislative Research Unit, as required by Section 3.1 of "An Act to revise the Law in Relation to the General Assembly", approved February 25, 1874, as amended, and filing such additional copies with the State Government Report Distribution Center for the General Assembly as is required under paragraph (t) of Section 7 of the State Library Act.

(c) A copy of such annual report also shall be filed with the Indiana General Assembly at any regular session of such body.

(d) The Authority may use its revenues for any purpose permitted under this Compact, including in connection with the development or operation of any Existing Airport.

Section 25-20 Purchasing.

The Board shall adopt purchasing regulations applicable to its activities, subject to the provisions of Section 20-10(r). Those regulations shall provide that construction contracts and contracts for supplies, material, equipment and services or acquisition by the Authority of property (other than real estate), involving in each case a cost of more than Twenty-five Thousand Dollars (\$25,000), shall be awarded to the lowest responsive and responsible bidder upon public notice and with public bidding. The Board may adopt regulations to make exceptions to the requirement for public bidding in instances in which it determines bidding is not appropriate, including, without limitation, instances in which the property or service can be obtained only from a single source or for any professional services, or in which various alternative purchasing arrangements are preferable, including, without limitation, prequalification of bidders, negotiation with the lowest responsive and responsible bidder after opening of bids or procurement by negotiation or agreement with any airline. The Authority's purchasing regulations shall not apply to purchasing or procurement by any Signatory, whether for itself or on behalf of the Authority.

Section 25-25 Revenues.

(a) The Board may impose and use a passenger facility charge or other similar fee or charge permitted by the Federal Aviation Administration or United States government at any New Regional Airport, but not at any other Airport.

(b) The Board may set fees and charges for the use of any New Regional Airport or any facilities of a New Regional Airport or any property owned or leased by the Authority and may enter into contracts with users providing for the payment of amounts for the use of any New Regional Airport or facilities of such a New Regional Airport.

(c) The Board shall by resolution provide for details of and the method of collecting any fee or charge it imposes under this section.

Section 25-30 Borrowing.

(a) The Authority shall have the continuing power to borrow money and to issue its negotiable Bonds as provided in this section. Bonds of the Authority may be issued to finance the costs of planning, developing, constructing, acquiring, improving, repairing or expanding any New Regional Airport, including facilities to be leased to or used by any Person other than the Authority; to make loans for development, expansion or improvement of facilities in connection with a New Regional Airport; to provide funds for operations of any New Regional Airport; to pay, refund (at the time of or in advance of any maturity or redemption) or redeem any bonds; to provide or increase a debt service reserve fund or other reserves with respect to any or all of its Bonds; to pay interest on Bonds; or to pay the legal, financial, administrative, bond insurance, credit enhancement, and other expenses of the authorization, issuance, sale or delivery of Bonds.

(b) All Bonds issued under this section shall have a claim for payment solely from one or more funds, revenues or receipts of the Authority or property of any user of facilities financed by the Authority as provided in this Compact and from credit enhancement or other security for the Bonds, including but not limited to guarantees, pledges of property, letters of credit, or other security or insurance, for the benefit of bondowners. Bonds may be issued in one or more series and may have a claim for payment and be secured either separately or on a parity with any other Bonds. Bonds shall be secured as provided in the authorizing resolution, which may include, in addition to any other security, a specific pledge or assignment of or grant of a lien on or security interest in any or all funds and revenues of the Authority and a mortgage or security interest in any property or leasehold of an owner or user of facilities financed by Bonds, including without limitation, revenues relating to a New Regional Airport. Any such pledge, assignment, lien or security interest on funds and revenues shall be valid and binding from the times the Bonds are issued, without any necessity of physical delivery, filing, recording or further act, and shall be valid and binding as against and prior to the claims of all other parties having claims of any kind against the Authority or any other Person irrespective of whether such other parties have notice of the pledge, assignment, lien or security interest. The Authority may provide for the creation of, deposits in, and regulation and disposition of, sinking fund or reserve accounts relating to the Bonds. The Authority may make provision, as part of the contract with the owners of the Bonds, for the creation of one or more separate funds to provide for the payment of principal and interest on the Bonds and for the deposit in the fund from any one or more sources of revenues of the Authority from whatever source which may be utilized for debt service purposes of amounts to meet the debt service requirements on the Bonds, including principal and interest and any sinking fund or reserve fund account requirements and all

expenses incident to or in connection with the fund and accounts or the payment of Bonds. However, no security for Bonds shall be provided contrary to the provisions of Section 25-40 of this Compact.

(c) Subject to the provisions of subsection (f) of this section, the authorizing resolution shall set forth or provide for the terms of the Bonds being authorized, including their maturity, the provisions for interest on those Bonds, the security for those Bonds, their redemption provisions and all covenants or agreements necessary or desirable with regard to the issuance, sale and security of those Bonds.

(d) The authorizing resolution may provide for appointment of a corporate trustee (which may be any trust company or bank having the powers of a trust company within or without the territory of any Signatory) with respect to the Bonds. The authorizing resolution shall prescribe the rights, duties and powers of any trustee to be exercised for the benefit of the Authority and the protection of the owners of the Bonds and may provide for terms of a trust indenture for the Bonds. The authorizing resolution may provide for the trustee to hold in trust, invest and use amounts in funds and accounts created as provided by the authorizing resolution.

(e) The Bonds authorized by any resolution shall be:

(1) payable as to principal and interest on such dates, shall be in the denominations and forms, including book entry form, and shall have the registration and privileges as to exchange, transfer or conversion and the replacement of mutilated, lost, or destroyed bonds, as the resolution or trust indenture may provide;

(2) payable in lawful money of the United States at a designated place or places;

(3) subject to the terms of purchase, payment, redemption, remarketing, refunding or refinancing that the resolution or trust indenture provides, including redemption at a premium;

(4) executed by the manual or facsimile signatures of the officers of the Authority designated by the Board, which signatures shall be valid at delivery even for one who has ceased to hold office; and

(5) sold, at public or private sale, in the manner and upon the terms determined by the authorizing resolution.

(f) By its authorizing resolution for particular Bonds, the Board may provide for specific terms of those Bonds, including, without limitation, the purchase price and terms, interest rate or rates, redemption terms and principal amounts maturing in each year, to be established by one or more

directors or officers of the Authority, all within a specific range of discretion established by the authorizing resolution.

(g) The authorizing resolution or trust indenture may contain provisions that are a part of the contract with the owners of the Bonds that relate to:

(1) limitations on the purposes to which, or the investments in which, the proceeds of the sale of any issue of Bonds or the Authority's revenues may be applied or made;

(2) limitations on the issuance of additional Bonds, the terms upon which additional Bonds may be issued and secured, the terms upon which additional Bonds may rank on a parity with, or be subordinate or superior to other Bonds;

(3) the refunding, advance refunding or refinancing of outstanding Bonds;

(4) the procedure, if any, by which the terms of any contract with owners of Bonds may be altered or amended and the amount of Bonds the owners of which must consent to an amendment, and the manner in which consent must be given;

(5) the acts or omissions that constitute a default in the duties of the Authority to owners of Bonds and the rights or remedies of owners in the event of a default, which may include provisions restricting individual rights of action by bondowners;

(6) any other matter relating to the Bonds which the Board determines appropriate.

(h) Any Bonds of the Authority issued under this section shall constitute a contract between the Authority and the owners from time to time of the Bonds. The Authority may also covenant that it shall impose and continue to impose fees or charges, as authorized by this Compact and in addition as subsequently authorized by amendment to this Compact, sufficient to pay the principal and interest and to meet other debt service requirements of the Bonds as they become due.

(i) Each Signatory pledges to and agrees with, the owners of the Bonds that it will not limit or alter the rights and powers vested in the Authority by this Compact so as to impair the terms of any contract made by the Authority with the owners or in any way impair the rights and remedies of the owners until the Bonds, together with interest on them, and all costs and expenses in connection with any action or proceedings by or on behalf of the owners, are fully met and discharged. The Authority is authorized to include this pledge and agreement in any contract with the owners of Bonds issued under this section.

Section 25-35 Interest Swaps.

With respect to all or part of any issue of its Bonds, the Authority may enter into agreements or contracts with any necessary or appropriate Person which will have the benefit of providing to the Authority an interest rate basis, cash flow basis, or other basis different from that provided in the Bonds for the payment of interest. Such agreements or contracts may include, without limitation, agreements or contracts commonly known as "interest rate swap agreements", "forward payment conversion agreements", "futures", "options", "puts", or "calls" and agreements or contracts providing for payments based on levels of or changes in interest rates, agreements or contracts to exchange cash flows or a series of payments, or to hedge payment, rate spread, or similar exposure.

Section 25-40 Not Obligations Of Signatories.

No Bonds or other obligations of the Authority shall be a debt or obligation of any Signatory, or treated as indebtedness of any Signatory, or require the levy, imposition or application of any tax by any Signatory; nor shall any funds or other obligations be treated as indebtedness of the Existing Airports.

Section 25-45 Affirmative Action Programs.

(a) The Authority shall, to the extent permitted by the Constitution and laws of the United States and the Constitution of the States of Illinois and Indiana, establish and maintain an affirmative action program designed to provide equal employment opportunity and eliminate the effects of past discrimination. In developing its affirmative action program, the Authority shall rely on the past discriminatory practices of each Signatory. The program shall include a plan, including time tables where appropriate, that specifies goals and methods for increasing participation by women and minorities in employment by the Authority and by parties that contract with the Authority. The program shall also establish procedures and sanctions the Authority shall enforce to ensure compliance with the plan established pursuant to this section and with state and federal laws and regulations relating to the employment of women and minorities. A determination by the Authority as to whether a party to a contract with the Authority has achieved the goals or employed the methods for the increasing participation by women and minorities shall be determined in accordance with the terms of those contracts or the applicable provisions of the rules and regulations of the Authority existing at the time the contract was executed, including any provisions for consideration of good faith efforts at compliance that the Authority may reasonably adopt.

(b) The Authority shall, to the extent permitted by the Constitution and laws of the United States and the Constitutions of the States of Illinois and

Indiana, adopt and maintain minority-owned and female-owned business enterprise procurement programs under the affirmative action program described in subsection (a) of this section. The program shall comply with (i) the applicable requirements of the Municipal Code of the City of Chicago, with respect to the Chicago Airports and any other Authority activities in the State of Illinois, (ii) the applicable requirements of the Gary Municipal Code, with respect to the Gary Regional Airport and any other Authority activities in the State of Indiana and (iii) applicable federal law.

Article 30.

Intergovernmental Relations.

Section 30-1 Intergovernmental Cooperation.

The Authority may enter into agreements with any Signatory, the United States, the States of Illinois or Indiana, or with any Governmental Entity, by which powers of the Authority and the other parties may be jointly exercised.

Section 30-5 Tax Exemption.

The Authority and all of its operations and property used for public purposes shall be exempt from all taxation of any kind imposed by any Signatory or Governmental Entity. This exemption shall not apply to property, including leasehold interests, or operations of any person or entity other than the Authority.

Section 30-10 Application Of Laws.

(a) Rules, regulations and ordinances of any Governmental Entity shall not apply to the Authority or its operations or property.

(b) Except as otherwise provided in this Compact, all laws of the State of Illinois that would be applicable to any user of a Regional Airport located in the State of Illinois shall continue to apply to the Authority as a body politic and corporate under this Compact, except with respect to property and activities located wholly outside the State of Illinois. Except as otherwise provided in this Compact, all laws of the State of Illinois that would apply to the Authority as an Illinois political subdivision, municipal corporation and unit of local government shall not apply to the Authority. The Illinois Act shall apply to the Authority. The Authority shall be subject to all applicable Illinois and federal laws and regulations concerning the protection of the environment for sites and activities in Illinois.

(c) Except as otherwise provided in this Compact, all laws of the State of Indiana that would be applicable to any user of a Regional Airport located in the State of Indiana shall continue to apply to the Authority as a body politic and corporate under this Compact, except with respect to property and activities located wholly outside the State of Indiana. Except as otherwise provided in this Compact, all laws of the State of Indiana that would apply to the Authority as an Indiana governmental unit shall not apply to the Authority. The Indiana Act shall apply to the Authority. The Authority shall be subject to all applicable Indiana and federal laws and regulations concerning the protection of the environment for sites and activities in Indiana.

Section 30-15 Municipalities.

The Authority and any Signatory or other municipality in which any part of any Regional Airport is located may enter into one or more agreements for the exclusive exercise by the Authority of any power granted to the Authority under this Compact. The Authority and the Signatory or municipality may also agree that any such power may either be concurrently exercised by the Authority and the Signatory or municipality, or may be exclusively exercised by the Signatory or municipality. The City of Chicago expressly retains all of its powers as a home rule municipality under the Illinois Constitution of 1970. The City of Gary expressly retains all of its powers as a home rule municipality under Indiana law.

Article 35.

Procedures And Limitations.

Section 35-1 Hearings And Citizen Participation.

(a) The Authority shall provide for and encourage participation by the public in the development and review of major decisions concerning the location, development and operation of any New Regional Airport.

(b) The Authority shall hold a public hearing prior to the imposition of any zoning regulation, or the determination of the site of any New Regional Airport or the determination to expand any Existing Airport.

(c) At least twenty (20) days notice shall be given of each hearing under this article in a newspaper of general circulation in each Signatory. The Authority may designate one or more directors or hearing officers to preside over any hearing under this section.

Section 35-5 Limitation On Actions.

The Local Governmental and Governmental Employees Tort Immunity Act shall apply to the Authority and all its directors, officers and employees with respect to actions or omissions in the State of Illinois. Indiana governmental tort immunity provisions shall apply to the Authority and all its directors, officers and employees with respect to actions or omissions in the State of Indiana.

Article 40.

Severability.

Section 40-1 Severability.

The provisions of this Compact shall be severable. If any phrase, clause, sentence, or provision of this Compact is declared to be unconstitutional or its applicability to any Signatory or circumstance is held invalid, the constitutionality of the remainder of this Compact and the applicability of it to any other Signatory or circumstance shall not be affected. The provisions of this Compact shall be reasonably and liberally construed to achieve the purposes for the establishment of the Authority.

Article 45.

Interstate Compact; Parties And Interests.

Section 45-1 Interstate Compact.

The City of Chicago and the City of Gary are authorized to enter into this Compact to provide for the Authority to serve as an interstate body politic and corporate under the Compact. Jurisdiction over all cases or controversies involving the Authority shall be in Illinois, Indiana or federal courts, the same as if the Authority were an Illinois unit of local government and a citizen of the State of Illinois. This Compact may be amended upon the written consent of the legislative body and Mayor of each Signatory, and shall not be amended without the consent of each Signatory.

Section 45-5 Effective Date Of Compact; Counterparts.

This Compact was approved and enacted by the City Council of the City of Chicago and approved by the Mayor of Chicago on April ____, 1995 and by

the Common Council of the City of Gary on April ____, 1995, and accordingly the Effective Date of this Compact shall be April ____, 1995. This Compact shall be signed and sealed in five (5) duplicate original copies. One (1) copy shall be filed with the City Clerk of the City of Chicago, one copy shall be filed with the City Clerk of the City of Gary, one copy shall be filed with the Secretary of State of Illinois, one copy shall be filed with the Secretary of State of Indiana, and one (1) copy shall be filed and retained in the archives of the Authority.

Section 45-10 Parties And Interests.

This Compact is made solely for the benefit of each Signatory, and no other Person shall acquire or have any rights hereunder except as expressly provided herein. This Compact is not assignable without the express written consent of the Mayor and the governing body of each Signatory. No Person may assume the rights or obligations of a Signatory under this Compact without the express written consent of the Mayor and the governing body of each Signatory. References in this Compact to a Signatory shall not be deemed to include any successors or assigns, unless this Compact has been assigned with the express written consent of the Mayor and the governing body of each Signatory.

Executed as of this ____ day of April, 1995.

City of Chicago

City of Gary

Mayor

Mayor

(Sub)Exhibits "A", "B" and "C" referred to in this Airport Compact read as follows:

(Sub)Exhibit "A".
(To Airport Compact)

Chicago -- Gary Regional Airport Authority.

*Initial Capital Plan.***Chicago O'Hare International Airport Capital Improvement Program.**

Project Number	Project Title
H0102-01	Concourse L Apron Modification
H0131-04	Additional Signage
H0171	Concession Improvements
H0173	Concourse F Extension and Improvement
H0174	Concourse G Extension and Improvement
H0179-03	Rotunda and F.A.A. Tower
H0181	F.A.A. Control Tower Skin
H0504	Relocated Northwest Tollway Connection
H0789-01	Fuel System Modification -- Truck Fill/Satellite Integration
H0789-02	Fuel System Modification -- West Tank Farm
H0789-03	Fuel System Modification -- Bonded Tank Additions
H0804	O'Hare SLP Update
H0804-01	ALP Analytical Support -- Phase 1
H1003	Upper Level and Elevator Expansion -- Terminal 2 and Terminal 3
H1005	EPS Pedestrian Corridors/Escalators Rehabilitation

Project Number	Project Title
H1007	Rotunda Curtainwall Rehabilitation
H1009	Concourses E and F Upgrade
H1010	Concourse G Upgrade
H1011	Terminal 2 Upgrade
H1012	Terminal 3 Upgrade
H1013	Rotunda Building Improvements
H1015	Terminal 3 Security (Permanent Facilities)
H1016	P.A. System Replacement -- Terminal 2 and Terminal 3
H3003	Rescue and Fire Fighting Facility (Burn Pit)
H5003	EPS Rehabilitation
H5003-02	Terminal 4 FIS Restoration
H5003-03	EPS Entrance/Exit Ramps and Roadway Rehabilitation
H5005	Zemke/Coleman Roadway Improvements
H5006	Roadway Overlay -- Lower Level
H5012	Lot E Expansion (Long Term Parking -- Entry Rehabilitation)
H5013	Taxicab Recirculation Bridge Rehabilitation
H5014	Perimeter Security -- Study and Design
H5020	Salt Storage Dome Development -- Sitework
H5900	ESP Standard Parking Capital Program
H6004	Oil Separators 1, 2 and 3 Rehabilitation

Project Number	Project Title
H6005	North/South Pumping Stations and Tunnel Ventilation Repairs
H6006	ATCT Airfield Lighting Control Panel
H6008	Hangar Area Roadway Lighting Upgrade
H6009	Runway 9R/27L Rehabilitation
H6010-01	Scenic Hold Pad and Taxiway Rehabilitation
H6010-02	Airfield Lighting Cable Replacement
H6010-03	Scenic Hold Pad Drainage
H6011	North Airfield Drainage Improvements
H6012	Cargo Tunnel Structural Repairs and Resurfacing
H6015	Taxiway 4R/22L Rehabilitation
H6016	Taxiway 14L/32R Rehabilitation
H6017	Taxiway Hangar Alley Rehabilitation
H6018	Taxiway 9R/27L Rehabilitation
H6019	Taxiway 14R/32L and T's Rehabilitation
H6020	North/South Taxiway Rehabilitation
H6021	Terminal Apron Pavement Rehabilitation
H6022	Taxiway 9L/27R Rehabilitation
H6023	Taxiway/Inner Bridge Rehabilitation
H6026	Radio Alarm Call Box System
H6027	In-Pavement Runway Edge Lights

Project Number	Project Title
H6032-01	Terrazzo Floor Repair -- Concourse E.F Stem
H6032-02	Terrazzo Floor Repair -- Concourse E
H6032-03	Terrazzo Floor Repair -- Concourse F
H6032-04	Terrazzo Floor Repair -- Concourse G
H6032-05	Terrazzo Floor Repair -- Terminal 3 Lower Level
H6038	Expansion Joint Rehabilitation B.C Apron
H6039	Shoulder Rehabilitation -- Runways 4R/22L and 9L/27R
H6042	Police Facility
H7001	H & R Standby Power -- New Turbine Generators
H7003	Replacement of Steam Generator with Double Wall Converter
H7004	Water Meter Replacement -- Phase 2
H7006	Replacement of Domestic Hot Water Converters
H7008	Water Pressure Study Implementation
H7014	Chilled Water Study and Implementation
H7014-01	Calibrate Chiller Controls/Replacement of Refrigerant Valves on Chillers 6, 7, 8 and 9
H7014-03	Replacement of AHU (T2 Building 4A) (T3 Building 8A) (H & R)
H7014-04	Replacement of Chilled Water Pump Impellers
H7020	Radio Trunking System
H8001-03	School Soundproofing -- 1994

Project Number	Project Title
H8001-04	School Soundproofing -- 1995
H8001-05	School Soundproofing -- 1996
H8001-06	School Soundproofing -- 1997
H8002	Residential Survey/Noise Compatibility
H8003	Permanent Noise Monitoring Program
H8005	Voluntary Property Acquisition (75 LDN)
H8006	Optional Insulation/PA (70 LDN)
TBD	Purchase Two New ATS Cars
TBD	Rapid Roll Doors -- Terminal No. 1, Concourses B and C
TBD	Commercial Vehicle Holding Area Washrooms
TBD	Military Site Acquisition -- Formulation
TBD	C.T.A. Dedicated Cars -- Study

Chicago Midway Airport Capital Improvement Program.

Project Number	Project Title
M0008	Fuel and Deicing System Study
M1001	Executive/Security Offices and Elevator
M1014	Terminal/Concourse Emergency Power System
M1021	Concourse C Improvements

Project Number	Project Title
M1023-02	Interior Terminal Signage Installation
M1023-03	New Public Restroom
M1023-04	Ceiling and Lighting Rehabilitation
M1023-05	Public Restroom Renovation
M1023-06	Air Handling Units Replacement
M1023-07	Terminal Public Address System
M1023-08	Terminal/Concourse Boiler Piping Cross Connect
M1023-12	Drinking Fountains -- New/Replace
M1025	Replacement of Existing Five (5) Conveyor Belts
M1026	Midway Terminal Development -- Planning and Design
M2040	Airport Maintenance Complex
M5010	Sky Bridge Heating System
M5901	Midway Airport Economy Lot Signage
M6002	Airfield Lighting Electrical Vault Upgrade
M6004	Airfield Drainage No. 6 -- South Triangle
M6007	Runway 4L/22R Rehabilitation
M6008	West Ramp Service Road
M6009	Runway 13L/31R Rehabilitation
M6010	Taxiway 13C/31C
M6011	Obstruction Removal for Runway 22L Departures
M6012	Taxiway 4L/22

Project Number	Project Title
M6014	Blast Fence/Noise Barrier/Southwest Corner
M6015	Blast Fence/Noise Barrier/Northwest Corner
M6017	General Aviation Parking (Apron)
M6018	West Hangar (55th Street) Upgrade
M6019	Underground Fuel Tanks Removal
M6022	Midway Radio Trunking System
M6023	Runway 4R/22L Reconstruction
M6025	Runway Arrestment System
M6026	Airfield Lighting Control Panel
M8001-04	School Sound Insulation -- 1995
M8001-05	School Sound Insulation -- 1996
M8002	Noise Complaint System
M8007	Permanent Noise Monitoring
M8008	Citizens Participation Program
M8009	Property Acquisition -- Parcels No. 54 and No. 60
M8011	Property Acquisition -- Parcel No. 66
M8012	Property Acquisition -- Parcel No. 68
M8013	Property Acquisition -- Parcel No. 65
M8014	Property Acquisition -- Parcel No. 57
M8015	Property Acquisition -- Parcel No. 71

Project Number	Project Title
M8016	Property Acquisition -- Parcel No. 64
M8020	Land Acquisition -- Parcel No. 50
M8021	Property Acquisition -- Parcel No. 70
TBD	Demonstration Home Soundproofing
TBD	Update Part 150 and Implementation

Gary Regional Airport Capital Improvement Program.

The Capital Projects described in (Sub)Exhibit B are incorporated by reference herein as if set forth in their entirety in this (Sub)Exhibit A.

(Sub)Exhibit "B".
(To Airport Compact)

Initial Capital Projects For Gary Regional Airport.

- * Automated Surface Observing System/Automated Weather Observing System (A.S.O.S./A.W.O.S.)
- Apron Deicing Facility
- * Two 30,000 square foot Cargo Buildings
- * New Rotating Beacon and re-location
- * Passenger X-Ray Screening Unit

* Indicates first preference

- * Fuel farm rehabilitation
- ** Concourse and Jetway construction
- Terminal pavement construction -- rehabilitation
- * Snow Vehicles:
 - (A) Front End Loader
 - (B) Three Intermediate Snow Plows
 - (C) Large Rotary Plow with carrier vehicle
 - (D) Self-Propelled High Speed Sweeper
 - (E) Jet Air II
- * Two Aircraft Rescue Fire Fighting Vehicles Index C:
 - 3,000 Gallon Water Pumper
 - Combination 1,000 Gallon Water Pumper/Foam Dispensing Vehicle
 - Storm Water Pollution Prevention Plan
- * Three Tractors with 15 foot Batwing Mowers
- 2 Ton Dump Truck
- One 17 to 22 Passenger Carrier
- Two 1 Ton Pickup Truck
- * One 55 Gallon Runway Painting Unit
- One Runway Friction Testing Vehicle
- ** Environmental Remediation -- Nike Site

* Indicates first preference

** Indicates second preference

T-Hangar-Apron Crack Maintenance and Seal Coating/Access Road
Maintenance and Seal Coating/10,000 feet of security fencing

Enclosed parking lot

** Hangar rehabilitation -- New construction

** Control Tower Standby Power-New Turbine Generator/Runway 30

Extension: design and construction

Baggage Conveyor/Carrousel system

Terminal P.A. System

** Security Control Center -- (CCTV System)

Category II ILS

Maintenance Building expansion

Terminal Restaurant expansion

(Sub)Exhibit "C".
(To Airport Compact)

Development Plan For Gary Regional Airport.

The City of Chicago commits, to the extent permitted by law, to utilize its best efforts to secure for the Gary Regional Airport the economic development benefits contemplated by the Development Plan for Gary Regional Airport. The City of Chicago recognizes the potential significant

** Indicates second preference

economic benefits to both the City of Chicago and the City of Gary of a coordinated effort to maximize the utilization of Gary Regional Airport as the Federal Aviation Administration's designated reliever airport for Chicago's Midway Airport. To that end the City of Chicago commits to contact and provide appropriate inducements to air cargo transport companies currently operating within its airport system to encourage their utilization of the Gary Regional Airport.

The City of Chicago commits to conduct a market analysis to survey cargo and freight forwarding businesses to determine the need and interest of such in the utilization of Gary Regional Airport and will include the Gary Regional Airport in the City of Chicago's marketing program designed to secure greater utilization of its airports for cargo, freight forwarding, general aviation and additional commercial air carrier service. This commitment recognizes the Gary Regional Airport's status as a Foreign Trade Zone and the marketing opportunities inherent therein as an inducement to the utilization of Gary Regional Airport.

The City of Chicago further commits that prior to the contemplated closure of Meigs Field in September of 1996 that it will contact and encourage the users of Meigs Field to relocate their operations to the Gary Regional Airport.

The City of Chicago recognizes that the current surface transportation infrastructure provides a convenient network linking the Gary Regional Airport to the City of Chicago. The City of Chicago, as owner of the Chicago Skyway, commits to market the utilization of the Chicago Skyway through appropriate inducements to commercial users of Gary Regional Airport.

The City of Chicago recognizes that the maximization of the utilization of the Gary Regional Airport is in part dependent upon its continued maintenance and development and to secure the benefits of the Development Plan for the Gary Regional Airport appropriate legislation and funding sources will be required. The City of Chicago commits its federal and state lobbying resources to work with and on behalf of the City of Gary to secure the enactment of beneficial legislation and appropriations from available federal and state sources necessary for the implementation of the Development Plan for Gary Regional Airport.

In addition:

1. The City of Chicago and the City of Gary shall cooperate in developing Gary Regional Airport as a reliever airport for the Chicago Airports and to encourage the growth of corporate general aviation and cargo operations at Gary Regional Airport. To that end, the Signatories intend that Gary Regional Airport operations be coordinated with the Chicago Airport System.

2. The Signatories affirm their support for the pending master plan process for Gary Regional Airport and do not intend for anything in this Compact to prejudice federal planning funds for Gary Regional Airport.

3. The Signatories shall develop a marketing program and strategies to increase use of Gary Regional Airport as a reliever, corporate general aviation and air cargo/freight forwarding facility. New or increased air cargo operations in the Chicago area will be encouraged to use Gary Regional Airport, along with the Chicago Airports. The marketing program will be developed in collaboration with the Gary Regional Airport Authority and the City of Gary.

4. The Signatories shall develop a marketing program and strategy to increase use of Gary Regional Airport by corporate general aviation aircraft in connection with trade events at McCormick Place and related facilities.

5. The City of Chicago shall provide technical support (including assistance in obtaining federal master planning and construction grants) for the development of Gary Regional Airport as a reliever, cargo and corporate general aviation facility serving the needs of northeast Illinois and northwest Indiana (including the southern sections of the Chicago metropolitan area) to the extent compatible with system-wide planning and preexisting legal obligations.

6. To the extent that airport operations are shifted within the system, and to the extent compatible with system-wide planning and preexisting legal obligations, the City of Chicago will encourage those operations to shift to Gary Regional Airport.

7. The Signatories intend that Gary Regional Airport should remain open as a cargo, corporate general aviation and reliever airport consistent with the master plans for Gary Regional Airport and the Chicago Airports.

8. During the master planning process for any New Regional Airport, the Authority will assist the City of Gary in determining the highest and best use for Gary Regional Airport after the New Regional Airport opens, consistent with Gary Regional Airport Phase II master plan. The Authority will consider participating in the redevelopment of Gary Regional Airport to the extent that in the judgment of the Authority, such redevelopment is consistent with the mission of the Authority.

9. To the extent practicable, during construction of a New Regional Airport, the Authority will use Gary Regional Airport as the staging facility for the delivery and storage of construction equipment and materials and will use the site for any construction-related offices if such uses are consistent with the Phase II master plan for Gary Regional Airport and the construction program for a New Regional Airport.

10. To the extent permitted by law, the Authority's purchasing policies for the construction and operation of a New Regional Airport will encourage use of suppliers of goods and services which are based in Gary with a particular focus on disadvantaged business enterprises. The Signatories understand that this encouragement will not be exclusive to Gary.

11. The Signatories recognize the importance of promoting employment opportunities for disadvantaged persons in connection with the development of a New Regional Airport. To that end, the Authority will encourage continuation of existing training programs for disadvantaged business enterprises at Gary Regional Airport.

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

Mr. Ernest R. Wish, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

**CALL FOR SPECIAL MEETING ON APRIL 17, 1995.
(10:00 A.M.)**

A call for a Special Meeting of the City Council of the City of Chicago, to be convened on Monday, April 17, 1995, at 10:00 A.M. in the Council Chambers in City Hall regarding establishment of a compact between the City of Chicago and the City of Gary, Indiana to create the Chicago -- Gary Regional Airport Authority, and the appointment of directors for said Authority, was filed by The Honorable Richard M. Daley, Mayor, in the Office of the City Clerk on Saturday, April 15, 1995, at 9:33 A.M., which was *Placed on File*.

**CALL FOR SPECIAL MEETING ON APRIL 17, 1995.
(10:15 A.M.)**

A call for a Special Meeting of the City Council of the City of Chicago, to be convened on Monday, April 17, 1995, at 10:15 A.M. in the Council Chambers

in City Hall regarding the compensation of elected officials, was filed by Aldermen Huels, Burke and Medrano in the Office of the City Clerk on Saturday, April 15, 1995 at 9:31 A.M., which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

Mr. Ernest R. Wish, City Clerk, informed the City Council that all those ordinances, et cetera, which were passed by the City Council on April 12, 1995, 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 April 15, 1995, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on April 12, 1995, 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.

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

The City Clerk transmitted the communication listed below, which was acted upon by the City Council in the manner noted, as follows:

***Referred --* INSTALLATION OF BICYCLE TOUR REGISTRATION
BOOTHS AT SPECIFIED LOCATIONS.**

A communication from Mr. Joshua H. M. Squire, transmitting a proposed ordinance to allow Deguire, Inc., doing business as Bike Chicago, to install bicycle tour registration booths within the public way at East Pearson Street and North Michigan Avenue, East Wacker Drive and North Michigan Avenue, South Franklin Street and West Jackson Boulevard and at 410 North Michigan Avenue, which was *Referred to the Committee on Committees, Rules and Ethics*.

REPORTS OF COMMITTEES.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM
UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT TO FUND
HOMESCAPE PROGRAM.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 1995.

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 Department of Housing and Urban Development necessary to fund the Homescape 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 of Chicago (the "City") by and through its Department of Housing ("D.O.H.") has been awarded a Special Purpose Grant in the maximum amount of \$750,000 (the "Grant Funds") from the United States Department of Housing and Urban Development; and

WHEREAS, D.O.H. will use the Grant Funds to provide funds to rehabilitate the exterior of single-family one- and two-unit residential properties which are owned by certain seniors and persons with disabilities (the "Qualifying Owners") and which show signs of exterior deterioration (the "Homescape Program"); and

WHEREAS, The assistance to each Qualifying Owner from the Grant Funds shall be provided in the form of a forgivable loan (the "Forgivable Loan") and the rehabilitated property shall serve as the principal residence of the Qualifying Owner during the term of the Forgivable Loan; now, therefore,

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

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

SECTION 2. The aggregate sum of \$750,000 not previously appropriated which represents the Grant Funds is hereby appropriated from Fund 925 -- Grant Funds for the year 1995 for the purpose described in the above recitals.

SECTION 3. The Comptroller of the City is hereby directed to disburse the Grant Funds received as required to carry out the purpose of the Homescape Program.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall

control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall take effect upon its passage and approval.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
AND AMENDMENT OF 1995 ANNUAL APPROPRIATION
ORDINANCE TO REFLECT INCREASE OF GRANT
FUNDS FROM STATE AND FEDERAL
AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 1995.

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 1995 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal and state agencies, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus 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 1995 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by federal and state agencies for specific grant programs has exceeded the amount of revenue estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of \$4,126,000 not previously appropriated, representing additional awards from agencies of the federal and state governments, has become available for appropriation for the year 1995.

SECTION 2. The sum of \$4,126,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1995, and the Annual Appropriation Ordinance for the Year 1995, 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 upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To The 1995 Annual Appropriation Ordinance.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate of Grant Revenue for 1995		
	Awards from Agencies of the Federal Government	\$751,195,073	\$755,281,073
	Awards from Agencies of the State Government	142,338,000	142,378,000

925 -- Grant Funds

24	Mayor's Office Of Special Events:		
	State Tourism Matching Grants	\$ 21,000	\$ 61,000
41	Department Of Health:		
	Alcohol and Drug Abuse Prevention (CEPADA)	\$ 797,000	\$ 916,000
	Ryan White HIV Emergency Relief -- Care Act -- Title I Supplemental	4,919,000	7,216,000

Code	Department And Item	Strike Amount	Add Amount
	Housing Opportunities for People with AIDS: -- Formula	\$3,122,000	\$3,576,000
	Refugee Health Support	152,000	192,000
47	Chicago Department On Aging:		
	OAA Title III B Ombudsman	158,000	186,000
53	Department Of Human Services:		
	Emergency Shelter Renovation -- H.U.D. (McKinney)	3,151,000	4,294,000
85	Department Of Aviation:		
	O'Hare Gateway Receptionist Program	5,000	10,000

AUTHORIZATION FOR AMENDMENT TO YEAR XX COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE WITHIN
DEPARTMENT OF ENVIRONMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 1995.

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 XX Community Development Block Grant Ordinance within the

Department of Environment necessary to designate a delegate agency, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago on November 17, 1993, and published at pages 42876 through 42967 of the Journal of Proceedings of the City of Chicago of that date, the City Council authorized submission of the city's Final Statement of Objectives and Projected Use of Year XX entitlement funds, unexpended funds of prior federal years and related revenues in the amount of \$133,479,317, and appropriated those funds ("the Year XX C.D.B.G. Ordinance"); and

WHEREAS, The Department of the Environment has negotiated an agreement with the University of Illinois Chicago Cooperative Extension Service for activities under the department's Green Corps program; now, therefore,

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

SECTION 1. The Year XX C.D.B.G. Ordinance, as amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

SECTION 2. This ordinance shall take effect upon its passage and approval, notwithstanding any provision of state law or any ordinance to the contrary.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To C.D.B.G. Year XX Ordinance.

Fund 693 -- Community Development Block Grant Year XX Fund

Code	Department And Item	Strike Amount	Add Amount
	Department Of Environment -- 72		
	Community Greening Program -- 2535		
.0140	Professional and Technical Services	\$547,611	\$547,611
	U.I.C. Cooperative Extension		407,611

AUTHORIZATION FOR CREATION OF RAVENSWOOD INDUSTRIAL
CORRIDOR EXTERNAL BUILDING IMPROVEMENT
PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 1995.

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 creation of the Ravenswood Industrial Corridor External Building Improvement Program, having been presented with a proposed substitute ordinance by the Department of Planning and Development, and 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 of Chicago (the "City") is a home rule unit of local 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, The Department of Planning and Development ("D.P.D.") has as one of its primary purposes the formulation and execution of projects and programs affecting the present and future physical and social environment of the City to the extent they relate to planning and development, including industrial development and growth; and

WHEREAS, It is in the interest of the City and its residents for the City to promote external building rehabilitation in the Ravenswood Industrial Corridor (as defined in Exhibit A hereto) and in the area south of and adjacent to the Ravenswood Industrial Corridor (the "Impact Area", as further defined and described in Exhibit A hereto) as a means of enhancing the continued economic viability and marketability of these areas; and

WHEREAS, On November 17, 1993, the City issued its General Obligation Bonds, Project Series 1993 (the "Bonds") in the aggregate principal amount of \$180,035,000 for its Neighborhood Renewal Program, including economic development; and

WHEREAS, The City desires to create the Ravenswood Industrial Corridor External Building Improvement Program (the "Program") and use up to \$440,000 of Bond funds under the Program to provide financial and technical assistance for external building rehabilitation to eligible owners and tenants of industrial property in the Ravenswood Industrial Corridor and in the Impact Area; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of D.P.D. (the "Commissioner") is hereby authorized to implement the Program and the Commissioner or a designee of the Commissioner is hereby authorized to execute and deliver Cost Estimate Letters and Construction Approval Letters to qualified applicants, all under terms and conditions substantially similar to those set forth in Exhibit A attached hereto, and to execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the Program.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions for this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Department Of Planning And Development

*Ravenswood Industrial Corridor
External Building Improvement Program.*

General Description:

The Ravenswood Industrial Corridor External Building Improvement Program makes available to eligible participants financial and technical assistance for external building rehabilitation of industrial buildings in the Ravenswood Industrial Corridor and the Impact Area (both as defined below). Financial assistance consists of a rebate of up to 50 percent of total eligible project costs, up to \$40,000 per building. Technical assistance consists of design recommendations made by D.P.D. architects. All improvements and rehabilitation must follow D.P.D. design guidelines. The funds available for the Program total approximately \$440,000.

Ravenswood Industrial Corridor:

The Ravenswood Industrial Corridor is the area generally bounded as follows:

West Bryn Mawr Avenue on the north to the east line of the right-of-way of the Chicago & Northwestern Railroad; then going south along said east line of said right-of-way to the first alley south of West Ainslie Street; then going east along said alley to the first alley east of North Ravenswood

Avenue; then going south along said alley to West Irving Park Road; then going west along West Irving Park Road to the CTA tracks west of North Ravenswood Avenue; then going north along said CTA tracks to West Wilson Avenue; then continuing north along the first alley west of North Ravenswood Avenue beginning at West Wilson Avenue to a line 100 feet south of West Lawrence Avenue; then going east along said line to the east line of the right-of-way of the Chicago & Northwestern Railroad; then going north along said right-of-way to West Balmoral Avenue; then going west along West Balmoral Avenue to North Hoyne Avenue; then going north along North Hoyne Avenue to North Bowmanville Avenue; then going northeast along North Bowmanville Avenue to North Damen Avenue; then going north along North Damen Avenue to West Bryn Mawr Avenue, to the point of beginning.

Impact Area:

The Impact Area is the area generally bounded as follows:

West Irving Park Road on the north, beginning at the intersection of West Irving Park Road and the CTA tracks west of North Ravenswood Avenue; then going east along West Irving Park Road to the Chicago & Northwestern Railroad tracks running along the middle of North Ravenswood Avenue; then going south along said Chicago & Northwestern Railroad tracks to West Grace Street; then going east along West Grace Street to the first alley east of North Ravenswood Avenue; then going south along said alley to West Waveland Avenue; then going west along West Waveland Avenue to the Chicago & Northwestern Railroad tracks running along the middle of North Ravenswood Avenue; then going south along said Chicago & Northwestern Railroad tracks to North Lincoln Avenue; then going northwest along North Lincoln Avenue to West Grace Street; then going east along West Grace Street to the CTA tracks west of North Ravenswood Avenue; then going north along said CTA tracks to West Irving Park Road, to the point of beginning.

Amount And Type Of Program Assistance:

Financial assistance through the Program shall be provided to eligible applicants in an amount not to exceed 50 percent of the total eligible project costs, or the sum of \$40,000, whichever is less. In addition, no building shall receive financial assistance in an aggregate amount exceeding \$40,000, and no applicant shall receive financial assistance in an aggregate amount exceeding 20 percent of total Program funds. Program funds shall be payable upon the completion of the project to the sole satisfaction of D.P.D.. Prior to disbursement of any Program funds, the owner of the affected property shall execute a covenant in favor of the City providing for the repayment of any Program funds to the City in the event that the property is not used for industrial purposes during a 10-year period after receipt of such

funds. Adequate documentation relating to the project shall be submitted to and approved by D.P.D..

Technical assistance through the Program shall be provided in the form of a design package including design recommendations and a drawing of the renovated building developed by D.P.D. architects after consultation with the applicant.

Eligible Applicants:

Owners or tenants of property used for industrial businesses located in the Ravenswood Industrial Corridor or in the Impact Area who install at least \$5,000 of external improvements may apply for assistance under the Program. Industrial businesses are defined as manufacturers, wholesalers, warehouses and service industries having federal Standard Industrial Classification codes with an industrial identification. Tenants applying to the Program must provide proof of (i) the owner's consent to the rehabilitation of the building facade and (ii) a lease with a term of at least one year, which may begin any time between the submittal of the application and prior to the completion of the project. In any event, the lease must still be in effect prior to the issuance of the rebate. Owners of buildings with vacant industrial space applying to the Program must provide leasing agreements with terms of at least one year for 75 percent of all industrial space before the issuance of a rebate. D.P.D. reserves the right to require actual occupancy of all industrial space before the issuance of a rebate. Officials and employees of the City are not eligible to participate in the Program.

Application Process:

Applications shall include a \$100 non-refundable processing fee and may be forwarded to D.P.D. by the Ravenswood Model Industrial Corridor Committee, a committee composed of board members of the Ravenswood Industrial Council and the Jane Addams Resource Corporation. If the application is approved and the applicant has submitted all required documentation, D.P.D. will issue a letter to the applicant (the "Cost Estimate Letter") setting forth the estimated costs of the project, the estimated rebate amount and terms and conditions for payment of the rebate. After the applicant submits to D.P.D. copies of all permits required to begin construction on the project and an environmental review has been completed, D.P.D. will issue a letter to the applicant (the "Construction Approved Letter") indicating that the project may proceed in accordance with the approved plans and specifications. Applicants are required to document payment of all costs of the project before issuance of a rebate is approved by D.P.D..

Eligible Improvements:

Improvements under the Program may include complete external building renovation, cleaning masonry and tuckpointing, exterior lighting, new signs, graphics, windows and doors, security grilles and dock facilities. Parking lots facing streets may be eligible for landscaping, lighting and decorative wall improvements that screen or buffer the area from pedestrians. All proposed improvements and rehabilitation work will be subject to the review and approval of D.P.D., and must be in compliance with City of Chicago zoning and building code requirements, and any other applicable local and state laws and ordinances.

Eligible Costs:

Total eligible project costs may include construction of external rehabilitation and improvements and professional, legal, architectural and City permit fees related thereto. Where the applicant serves as a contractor or supplier on the project, its profits and overhead will not be considered as an eligible expenditure. In cases where the applicant serves as the contractor, two additional estimates from other contractors will be required for the cost evaluation of the project.

**AUTHORIZATION FOR INSTALLATION OF WATER MAINS
AT VARIOUS LOCATIONS.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 15, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration twenty-one (21) orders (under separate committee reports) authorizing the installation of water mains at various locations, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 West Arthington Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,413 feet of 12-inch ductile iron water main in West Arthington Street, from South Central Park Avenue to South Homan Avenue, at a total estimated cost of \$293,321.11 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01671.

Portion Of South Eggleston Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,020 feet of 8-inch and 90 feet of 12-inch ductile iron water main in South Eggleston Avenue, from West 75th Street to West Winneconna Parkway, at a total estimated cost of \$471,951.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01607.

Portion Of North Kedvale Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 730 feet of 12-inch ductile iron water main in North Kedvale Avenue, from West Bryn Mawr Avenue to West Hollywood Avenue, at a total estimated cost of \$162,080.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01679.

Portion Of North Kimball Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,830 feet of 8-inch and 65 feet of 12-inch ductile iron water main in North Kimball Avenue, from West Lawrence Avenue to West Montrose Avenue, at a total estimated cost of \$557,058.29 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01676.

Portion Of South Menard Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,810 feet of 12-inch ductile iron water main in South Menard Avenue, from

West 51st Street to South Archer Avenue, at a total estimated cost of \$381,518.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01606.

Portion Of North Mozart Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,383 feet of 8-inch ductile iron water main in North Mozart Street, from West Addison Street to West Grace Street, at a total estimated cost of \$304,155.07 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01670.

Portion Of South Normal Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,356 feet of 8-inch ductile iron water main in South Normal Avenue, from West 111th Street to West 113th Street, at a total estimated cost of \$279,499.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01599.

Portion Of South Oakley Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,420 feet of 8-inch ductile iron water main in South Oakley Avenue, from West 69th Street to West 71st Street, at a total estimated cost of \$277,380.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01611.

Portion Of South Ridgeway Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 967 feet of 8-inch ductile iron water main in South Ridgeway Avenue, from West 28th Street to West 30th Street, and in West 30th Street, from South Ridgeway Avenue to South Hamlin Avenue, at a total estimated cost of \$194,777.81 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01669.

Portion Of West Sunnyside Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 510 feet of 8-inch ductile iron water main in West Sunnyside Avenue, from North Manor Avenue to North Shore Channel, at a total estimated cost of \$120,716.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01677.

Portion Of South Wolcott Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,070 feet of 8-inch ductile iron water main in South Wolcott Avenue, from West 31st Place to West 33rd Street, at a total estimated cost of \$176,348.78 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01680.

Portion Of West 29th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 2,551 feet of 8-inch ductile iron water main in West 29th Street, from South Halsted Street to South Stewart Avenue, at a total estimated cost of \$441,745.70 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01598.

Portions Of West 33rd Street And South Justine Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,061 feet of 8-inch ductile iron water main in West 33rd Street, from South Ashland Avenue to South Justine Street, and in South Justine Street, from West 33rd Street to West 34th Street, at a total estimated cost of \$210,999.56 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01603.

Portion Of East 53rd Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,450 feet of 8-inch ductile iron water main in East 53rd Street, from South Woodlawn Avenue to South Dorchester Avenue, at a total estimated cost of \$273,668.00 chargeable to Appropriation Account Number 235-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01601.

Portion Of West 63rd Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,436 feet of 8-inch ductile iron water main in West 63rd Street, from South

Nashville Avenue to South Narragansett Avenue, at a total estimated cost of \$253,389.92 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01668.

Portion Of West 101st Place.

Ordered, That the Commissioner of Water is hereby authorized to install 998 feet of 8-inch ductile iron water main in West 101st Place, from South Seeley Avenue to South Longwood Drive, at a total estimated cost of \$181,604.79 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01600.

Portion Of East 107th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 2,712 feet of 12-inch ductile iron water main in East 107th Street, from South Burley Avenue to South Ewing Avenue, at a total estimated cost of \$515,157.20 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01590.

Portion Of East 115th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 890 feet of 12-inch ductile iron water main in East 115th Street, from South Champlain Avenue to South Doty Avenue, at a total estimated cost of \$181,882.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01674.

Portion Of East 130th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 360 feet of 8-inch ductile iron water main in East 130th Street, from South Avenue O to South Avenue N, at a total estimated cost of \$69,043.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01614.

Various Locations.
(Central District)

Ordered, That the Commissioner of Water is hereby authorized to install 19,429 feet of 8-inch and 1,344 feet of 12-inch ductile iron water mains at the following locations:

- 1) South Wolcott Avenue -- West 47th Street to West 51st Street.
- 2) West Ohio Street -- North Lamon Avenue to North Cicero Avenue.
- 3) South Maplewood Avenue -- West 50th Street to 500 feet north of the north line of West 50th Street.
- 4) West Monroe Street -- South California Avenue to South Western Avenue.
- 5) West Pearson Street -- North Wood Street to North Ashland Avenue.
- 6) South Sawyer Avenue -- West Ohio Street to West Franklin Boulevard.
- 7) West Adams Street -- South Western Avenue to South Bell Avenue.

- 8) West 37th Place -- South Kedzie Avenue to South Sacramento Avenue.
- 9) West Van Buren Street -- South Central Avenue to South Laramie Street.
- 10) East 50th Place -- South Forrestville Avenue to South Cottage Grove Avenue.
- 11) North Troy Street -- West Franklin Boulevard to 380 feet south of the south line of West Franklin Boulevard.
- 12) South Leavitt Street -- West Madison Street to West Van Buren Street.
- 13) West 33rd Street -- South Kostner Avenue to South Keeler Avenue.
- 14) West 31st Street -- South Hamlin Avenue to South Central Park Avenue.

The estimated cost for these installations is \$4,520,901.57 and will be charged to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

This work will be done under Contract-IV (Central District), Project No. F-5-602, Specification No. PF 56029501 (0538B-26).

Various Locations.
(North District)

Ordered, That the Commissioner of Water is hereby authorized to install 23,615 feet of 8-inch and 5,339 feet of 12-inch ductile iron water mains at the following locations:

- 1) West Winona Street -- North California Avenue to North Western Avenue.
- 2) North Mozart Street -- West Bloomingdale Avenue to West North Avenue.
- 3) West Sunnyside Avenue -- North Western Avenue to North Damen Avenue.

- 4) West Foster Avenue -- North Melvina Avenue to North Austin Avenue.
- 5) West Shakespeare Avenue -- North Leavitt Street to North Damen Avenue.
- 6) North Bernard Street -- West Foster Avenue to West Carmen Avenue.
- 7) West Palmer Street -- North Central Park Avenue to North Kimball Avenue.
- 8) West Gunnison Street -- North Sheridan Road to North Marine Drive.
- 9) West Newport Avenue -- North Sheffield Avenue to North Halsted Street.
- 10) West Winnemac Avenue -- North California Avenue to North Rockwell Street.
- 11) West Charleston Street -- North Leavitt Street to North Damen Avenue.
- 12) North Richmond Street -- West Armitage Avenue to West North Avenue.
- 13) North Spaulding Avenue -- West Diversey Avenue to West Wellington Avenue.
- 14) North Evergreen Avenue -- West Cleveland Avenue to West Sedgwick Street.
- 15) West Roscoe Street -- North Western Avenue to North Damen Avenue.
- 16) West Cortland Street -- North Kilbourn Avenue to 602 feet west of the west line of North Kilbourn Avenue.
- 17) North Kedzie Avenue -- West Bryn Mawr Avenue to West Foster Avenue.

The estimated cost for these installments is \$5,720,605.58 and will be charged to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

This work will be done under Contract IV (North District), Project No. F-5-601, Specification No. PF 56019501.

Various Locations.
(South District)

Ordered, That the Commissioner of Water is hereby authorized to install 21,384 feet of 8-inch and 6,239 feet of 12-inch ductile iron water mains at the following locations:

- 1) South Laflin Street -- West 51st Street to West 53rd Street.
- 2) East 72nd Street -- South University Avenue to South Blackstone Avenue.
- 3) South Peoria Street -- alley (south of West Garfield Boulevard) to West 57th Street.
- 4) South Vincennes Avenue -- West 83rd Street to West Gilbert Court and West 85th Street -- South Vincennes Avenue to South Wallace Street.
- 5) South Hoyne Avenue -- West 63rd Street to West 65th Street.
- 6) South Normal Avenue -- West 93rd Street to West 95th Street.
- 7) South Union Avenue -- West 71st Street to West 73rd Place.
- 8) West 77th Street -- South Stewart Avenue to South Lafayette Avenue.
- 9) South Elizabeth Street -- West 51st Street to West 52nd Street.
- 10) South Hamilton Avenue -- West Marquette Road to West 69th Street.
- 11) South McVicker Avenue -- West 51st Street to West 53rd Street.
- 12) South Sangamon Street -- West 75th Street to West 77th Street.
- 13) South East End Avenue -- East 79th Street to South South Chicago Avenue.
- 14) West 95th Street -- South Stewart Avenue to South Wentworth Avenue.
- 15) South Justine Street -- West 63rd Street to West 65th Street.

- 16) South East End Avenue -- East 89th Street to East 91st Street.
- 17) South Morgan Street -- West 89th Street to West 91st Street.
- 18) South Loomis Boulevard -- West 74th Street to West 76th Street.
- 19) South Prairie Avenue -- East 90th Place to alley (125 feet south of the south line of East 90th Place).
- 20) West 106th Street -- South Christiana Avenue to South Spaulding Avenue.

The estimated cost for these installments is \$5,722,015.32 and will be charged to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

This work will be done under Contract IV (South District), Project No. F-5-603, Specification No. PF 56039501.

COMMITTEE ON BUILDINGS.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, April 15, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration various sign orders begs leave to recommend that Your Honorable Body do *Pass* the proposed sign orders (one sign, 5th Ward; one sign, 12th Ward; four signs, 32nd Ward; and two signs, 42nd Ward) which are transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

2875 West Cermak Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Artisan Signs, 14101 South Wallace, Riverdale, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2875 West Cermak Road (Apollo 2000):

Dimensions: length, 4 feet; height, 51 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 408 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

*2601 North Clybourn Avenue.
(Smokestack Signs)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Jones Sign Co., Inc., 711 Hinkle Drive, Green Bay, Wisconsin 54303 and Express Signs, 212 Amendodge Drive, Shorewood, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2601 North Clybourn Avenue (3 identical smokestack signs):

Dimensions: length, 8 feet; height, 50 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 400 square feet/each sign.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

*2601 North Clybourn Avenue.
(Storefront Sign)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Jones Sign Co., Inc., 711 Hinkle Drive, Green Bay, Wisconsin 54303 and Express Signs, 212 Amendodge Drive, Shorewood, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2601 North Clybourn Avenue (1 storefront sign):

Dimensions: length, 52 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 312 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

225 West Ontario Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Billboards, Inc., 2941 172nd Street, Lansing, Illinois 60438, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 225 West Ontario Street (Magnum's Steak & Lobster):

Dimensions: length, 4 feet; height, 30 feet
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 120 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

166 East Superior Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign, 1317 North Clybourn Avenue, Chicago, Illinois 60610-1794, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 166 East Superior Street (Summerfield Hotel):

Dimensions: length, 19 feet; height, 32 feet
Height Above Grade/Roof to Top of Sign: 268 feet
Total Square Foot Area: 608 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1334 East 79th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Liberty Sign Company, 655 Lunt Avenue, Schaumburg, Illinois 60193, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1334 East 79th Street, Chicago, Illinois 60619 (Sears).

Dimensions: length, 29 feet, 3 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 175.5 square feet times three (3) elevations.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

**COMMITTEE ON HISTORICAL LANDMARK
PRESERVATION.**

**DESIGNATION OF BEVERLY/MORGAN PARK RAILROAD
STATIONS DISTRICT AS CHICAGO LANDMARK.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, April 15, 1995.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. Charles Thurow, Deputy Commissioner, Department of Planning and Development, Landmarks Division (referred to your committee on January 17 and March 2, 1995) to designate the Beverly/Morgan Park Railroad Stations District as a Chicago landmark, recommends that Your Honorable Body do *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on April 6, 1995.

Respectfully submitted,

(Signed) PERCY Z. GILES,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks, has determined that the Beverly/Morgan Park Railroad Stations District, located in the Beverly and Morgan Park communities of Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Beverly/Morgan Park Railroad Stations District meets certain criteria for landmark designation under Sections 2-120-620(1), (4), (6) and (7) of the Municipal Code of Chicago; and

WHEREAS, The Beverly/Morgan Park Railroad Stations District is unique in Chicago as a collection of surviving commuter rail stations of the late nineteenth century, exemplary of radical changes in the living and working patterns of individuals and in the pattern of urban development that were introduced through access to commuter rail transportation; and

WHEREAS, The buildings that make up the Beverly/Morgan Park Railroad Stations District exemplify nineteenth century commuter railroad stations as a type and are distinguished by their quality of design and their individual and collective rarity; and

WHEREAS, The six non-contiguous structures that form the Beverly/Morgan Park Railroad Stations District are buildings that share a high degree of historic integrity and a common historic role at the heart of their communities, having distinction through their relationship to the initial development and continuing life of their communities, whose themes unite them as a distinct and clearly defined ensemble; and

WHEREAS, The Beverly/Morgan Park Railroad Stations District has distinction through the visual prominence of the stations in their communities, expressed through their central location and design; now, therefore,

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

SECTION 1. The Beverly/Morgan Park Railroad Stations District, consisting of six parcels in the Beverly and Morgan Park communities in Chicago, Illinois, and legally described as:

91st Street/Beverly Station, 1801 West 91st Street:

Depot building located on the right-of-way of former Chicago Rock Island and Pacific Railroad in the east half of the southeast quarter of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, lying between 91st Street and 91st Place, all in Cook County, Illinois. (Permanent Index Number: 25-06502-001)

95th Street/Beverly Station, 1766 West 95th Street:

Westerly 63 feet of Lot 22 of the Longwood Subdivision, a subdivision of all of that part of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, lying east of the centerline of Spruce Street, south of the center line of 93rd Street, west of the west line of the P.C. & St. Louis Railroad right-of-way, and north of the south line of the southeast quarter of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois. Recorded January 18, 1889, Document Number 1052338. (Permanent Index Number: 25-06-424-023)

99th Street/Beverly Station, 1801 West 99th Street:

The 50 foot by 50 foot lot adjoining former Chicago, Rock Island and Pacific Railroad right-of-way on the west, and abutting and adjoining

West 99th Street on the north, located in the west half of the southeast quarter of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois. (Permanent Index Number: 25-07-403-010)

107th Street/Beverly Station, 1901 West 107th Street:

Depot building located on the right-of-way of former Chicago Rock Island and Pacific Railroad in the west half of the southeast quarter of Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, at 107th Street, all in Cook County, Illinois. (Permanent Index Number: 25-18-500-002)

111th Street/Morgan Park Station, 1914 -- 1918 West 111th Street:

Depot building located on the right-of-way of former Chicago, Rock Island and Pacific Railroad in the west half of the southeast quarter of Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, at 111th Street, all in Cook County, Illinois. (Permanent Index Number: 25-18-500-002)

115th Street/Morgan Park Station, 11449 South Hale Street:

Depot building located on the right-of-way of former Chicago Rock Island and Pacific Railroad in the east half of the northwest quarter of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, at 115th Street, all in Cook County, Illinois. (Permanent Index Number: 25-19-501-001)

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the Beverly/Morgan Park Railroad Stations District meets four of the criteria for landmark designation are: in the 91st, 95th, 99th, 107th and 115th Street stations, all exterior aspects of each station; and in the 111th Street station, all exterior aspects of the station and the interior of the station's waiting room, including the fireplace and high ceiling.

SECTION 2. The Commissioner on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-610 (3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is hereby directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

DESIGNATION OF AMERICAN SCHOOL OF
CORRESPONDENCE AS CHICAGO
LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, April 15, 1995.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Charles Thurow, Deputy Commissioner, Department of Planning and Development, Landmarks Division (referred to your committee on January 17 and March 2, 1995) to designate the American School of Correspondence, 850 East 58th Street, Chicago, Illinois, as a Chicago landmark, recommends that Your Honorable Body do *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on April 6, 1995.

Respectfully submitted,

(Signed) PERCY Z. GILES,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 2-120, Section 2-120-690 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the American School of Correspondence, located at 850 East 58th Street, in Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the American School of Correspondence meets landmark designation criteria (1), (4) and (5) of Section 2-120-620 of the Municipal Code of Chicago; and

WHEREAS, The American School of Correspondence has importance as a premier work by the important Chicago architectural firm of Pond & Pond; and

WHEREAS, The American School of Correspondence cohesively reflects Pond & Pond's highly personal approach to the development of a modern, indigenous architecture, reinforcing the diversity of the city's contributions to world architecture; and

WHEREAS, The American School of Correspondence represents one of Chicago's premier examples of architectural composition influenced by the concurrent arts and crafts movements in the United States and Europe; and

WHEREAS, The innovative design of the American School of Correspondence reflects the pioneering and innovative efforts of the institution itself, which was established to provide quality education by mail; now, therefore,

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

SECTION 1. The American School of Correspondence, located at 850 East 58th Street in Chicago, Illinois and legally described as:

Lots 22, 23, 24 and 25 in Block 11 of the subdivision of the west half of the northwest quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Permanent Index Number: 20-14-114-035

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the building meets three of the seven criteria for designation are: the south (58th Street) and east (Drexel Avenue) exterior elevations; the southernmost bay of the west exterior elevation -- from the south facade, north approximately twenty feet to the north side of the stone-and-brick buttress; the visible portions of the roofs of the aforementioned exterior elevations (i.e. no parts of any additions would be allowed above the roofline where the addition would be visible from any point on 58th Street, between the west line of the building and the easterly line of Drexel Avenue, and Drexel Avenue, between the north line of the building and the southerly line of 58th Street); and the main interior reception hall.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark, and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF SALE OF PARCEL R-1 WITHIN EAST GARFIELD PARK REDEVELOPMENT AREA TO PROVIDENCE-SAINT MEL SCHOOL.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 Planning and Development amending the sale to Providence-Saint Mel School of Parcel R-1 within the East Garfield Park Redevelopment Area, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a), of the Constitution of the State of Illinois and may exercise any power related to its local government affairs; and

WHEREAS, The City Council, by ordinance passed September 14, 1994 (Council Journal of Proceedings, pages 56176 -- 56178) approved the

conveyance of Parcel R-1 of the East Garfield Park Redevelopment Area to Providence-Saint Mel School, an Illinois not-for-profit corporation ("Developer"); and

WHEREAS, The City and Developer desire to amend the ordinance to provide for the reimbursement to Developer of costs associated with the removal by Developer of any atypical or special environmental wastes from the Parcel subsequent to the conveyance of the Parcel by the City to Developer; and

WHEREAS, All of these costs referred to in the above paragraph shall be approved in writing by the City and shall not exceed in the aggregate the purchase price of \$26,800 paid by Developer to the City for the Parcel; and

WHEREAS, The City has also agreed to construct and provide certain public right-of-way improvements adjacent to and affecting the redevelopment of the parcel, the aggregate cost of which shall not exceed the sum of \$31,000; and

WHEREAS, The Department of Planning and Development recommends passage of this amendment; now, therefore,

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

SECTION 1. The above recitations are incorporated herein by this reference.

SECTION 2. The ordinance passed by the City Council on September 14, 1994 (Council Journal of Proceedings, pages 56176 -- 56178) shall be amended to provide for the reimbursement to Developer of costs associated with the removal by Developer of any atypical or special environmental wastes from the parcel subsequent to the conveyance of the Parcel by the City to Developer, said costs to be approved in writing by the City and not to exceed in the aggregate the purchase price of \$26,800 paid by Developer to the City for the Parcel.

SECTION 3. The City shall construct and provide the following public right-of-way improvements adjacent to and affecting the redevelopment of the Parcel: public sidewalk (limited to the right-of-way); concrete curbs and gutters; parkway landscaping (limited to topsoil, sod, and trees); street restoration; and street lighting. The aggregate cost of said improvements shall not exceed the sum of \$31,000.

SECTION 4. The ordinance shall take effect immediately upon its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred eleven (11) ordinances by the Department of General Services accepting bid proposals at the following locations:

923 North Ashland Avenue
5207 South Halsted Street
2250 West Homer Street
1555 South Kedzie Avenue
9415 South LaSalle Street
2723 West Lexington Street
2707 West Polk Street
1518 West Superior Street
4020 West Washington Boulevard
9309 South Wentworth Avenue
949 West 71st 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 a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 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 accepts the bid of Mr. Stanley Boduch, 933 North Ashland Avenue, Chicago, Illinois 60622, to purchase for the sum of \$31,250.00, the city-owned vacant property, as advertised, 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 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,125.00 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.

5207 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Willie Mae Miller, 5209 South Halsted Street, Chicago, Illinois 60609, to purchase for the sum of \$4,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 3 in Block 4 in Samuel B. Loose's Subdivision of the south half of the north half of the west half of the southwest quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian (except the east 33 feet and except the 66 feet covered by Winter Street) in Cook County, Illinois (commonly known as 5207 South Halsted Street, Permanent Tax No. 20-09-308-003)

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 \$400.00 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.

2250 West Homer Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Barry W. Koller, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$31,120.00, the city-owned vacant property, as advertised, described as follows:

the east 28 feet of Lots 7, 8 and 9 in Block 3 in Pierce's Addition to Holstein and subdivision of the north half of the southwest quarter and part of the south half of the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2250 West Homer Street, Permanent Tax No. 14-31-302-049)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,120.00 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.

1555 South Kedzie Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Mohammad Ali Zaboli, 9629 North Keystone Avenue, Skokie, Illinois 60076, to purchase for the sum of \$2,869.00, the city-owned vacant property, as advertised, described as follows:

Lot 7 in south 13 feet of Lot 6 in subdivision of Lots 27 to 36 and vacated alley in Block 4 of Douglas Park Addition to Chicago of part of northwest quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1555 South Kedzie Avenue, Permanent Tax No. 16-24-106-005)

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 \$286.90 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.

9415 South LaSalle Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of New Progressive Missionary Baptist Church, an Illinois not-for-profit corporation, 9406 South Perry Avenue, Chicago, Illinois 60620, to purchase for the sum of \$9,080.00, the city-owned vacant property, as advertised, described as follows:

the north 45 feet of Lot 17 in Block 8 in Frederick H. Barlett's Wentworth Avenue and 95th Street Subdivision of part of the southeast

quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 9415 South LaSalle Street, Permanent Tax No. 25-04-413-002)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$9,080.00 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.

2723 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 Mr. Daniel J. Tweedie, Mr. Daniel B. Cook and Mr. Marty DeRoin, as joint tenants, 122 South Michigan Avenue, Apt. No. 1800, Chicago, Illinois 60603, to purchase for the sum of \$3,152.00, the city-owned vacant property, as advertised, described as follows:

Lot 9 in Block 1 in Alexander's Addition to Chicago, being a subdivision of the north half of the southeast quarter of the southwest quarter of the northwest quarter of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2723 West Lexington Street, Permanent Tax No. 16-13-408-019)

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 \$320.00 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.

2707 West Polk Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Daniel J. Tweedie, Mr. Daniel B. Cook and Mr. Marty DeRoin, tenants-in-common, 122 South Michigan Avenue, Apt. No. 1800, Chicago, Illinois 60603, to purchase for the sum of \$3,152.00, the city-owned vacant property, as advertised, described as follows:

Lot 3 in Block 2 in Alexander's Addition to Chicago, being a subdivision of the north half of the southeast quarter both the southwest quarter of the northwest 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 2707 West Polk Street, Permanent Tax No. 16-13-412-025)

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 \$320.00 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.

1518 West Superior Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. John Gurhy, 23 Cour Versaille, Palos Hills, Illinois 60465, to purchase for the sum of \$66,201.00, the city-owned vacant property, as advertised, described as follows:

Lot 23 in Block 3 in Bickerdike's Addition to Chicago, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded June 5, 1865 in Book 162 of Maps, Page 92, in Cook County, Illinois (commonly known as 1518 West Superior Street, Permanent Tax No. 17-08-100-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$6,620.10 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.

4020 West Washington Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Jim Kruger, 3118 West Devon Avenue, Chicago, Illinois 60659, to purchase for the sum of \$2,700.00, the city-owned vacant property, as advertised, described as follows:

Lot 40 in Block 32 in 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 4020 West Washington Boulevard, Permanent Tax No. 16-10-421-029)

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 \$270.00 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.

9309 South Wentworth Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Percy Moss, 9122 South Michigan Avenue, Chicago, Illinois 60619-6619, to purchase for the sum of \$3,700.00, the city-owned vacant property, as advertised, described as follows:

the south half of Lot 10 (except the south 30 feet thereof) in Block 6 in Frederick H. Bartlett's Wentworth Avenue and 95th Street Subdivision in the southwest quarter of Section 4, Township 37 North, Range 14, lying east of the Third Principal Meridian in Cook County, Illinois (commonly known as 9309 South Wentworth Avenue, Permanent Tax No. 25-04-408-025)

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 \$370.00 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.

949 West 71st Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Valerie Juliet Odoms, 946 West 71st Street, Chicago, Illinois 60621, to purchase for the sum of \$5,280.00, the city-owned vacant property, as advertised, described as follows:

Lots 617 and 618 in Downing and Phillip's Normal Park Addition being a subdivision of the east half of the northeast quarter of (except the south 149 feet thereof) Section 29, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 949 West 71st Street, Permanent Tax No. 20-29-204-005 and 006)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$529.00 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.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTIES
TO VARIOUS INDIVIDUALS UNDER ADJACENT
LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 accepting bids for the sale of city-owned property under the Adjacent Neighbors Land Acquisition Program at the following locations:

7430 South Dorchester Avenue

8721 South Emerald Avenue

4429 South Greenwood Avenue

218 South Hamilton Avenue

1025 North Harding Avenue

4621 South Indiana Avenue

6140 -- 6142 South Kenwood Avenue

1518 South Kildare Avenue

6418 -- 6420 South Minerva Avenue

4634 South Prairie Avenue

1547 North Talman Avenue,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 City of Chicago hereby accepts the following bids to purchase City-owned vacant properties ("Parcels") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program") which

was approved by the City Council in an ordinance adopted September 14, 1994 (pages 56195 to 56198 of the Journal of City Council Proceedings). The bids and legal descriptions of the Parcels are as follows:

Bidder: Mr. Alan G. Hood

Real Estate Number: 5707

Address: 7434 South Dorchester
Avenue

Address: 7430 South Dorchester
Avenue

Bid Amount: \$300.00

Index Number: 20-26-226-027

Legal Description

Lot 13 and the north 5 feet in J. S. Scoval's Addition to Cornell, a subdivision of the east half of the southeast quarter of the north, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7430 South Dorchester Avenue, Chicago, Illinois).

Bidder: Sylvia Welch

Real Estate Number: 9270

Address: 8719 South Emerald
Avenue

Address: 8721 South Emerald
Avenue

Bid Amount: \$300.00

Index Number: 25-04-101-009

Legal Description

The south 50 feet of the north 75 feet of Lot 8 in Block 7 in Sission and Newman's South Englewood Subdivision of the northwest quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8721 South Emerald Avenue, Chicago, Illinois).

Bidder: Willie Smith

Real Estate Number: 9888

Address: 4427 South Greenwood
Avenue

Address: 4429 South Greenwood
Avenue

Bid Amount: \$300.00

Index Number: 20-02-309-006

Legal Description

Lot 6 in Thacker's Resubdivision of Lots 1 and 2 in William D. Ewart's Subdivision of Lots 10 to 13 including vacated alley lying west and south of said Lot 13 (except the east 16 feet of Lot 13 lying west of alley) of Bliss and Waite's Subdivision of that part lying west of Hyde Park Avenue of the north half of Block 4 in subdivision by Executor's of E.K. Hubbard of the east quarter of the south quarter of Section __, Township __, Range __, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4429 South Greenwood Avenue, Chicago, Illinois).

Bidder: Major Smith and
Sean Hunter

Real Estate Number: 2702

Address: 214 South Hamilton
Avenue

Address: 218 South Hamilton
Avenue

Bid Amount: \$300.00

Index Number: 17-18-116-018

Legal Description

Lot 8 in Block 5 in Priscilla P. Hamilton's Subdivision of the east 501.62 feet of the north 1,622 feet of the west half of the east half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 218 South Hamilton Avenue, Chicago, Illinois).

Bidder: Julia Urbine

Real Estate Number: 8695

Address: 1027 North Harding
Avenue

Address: 1025 North Harding
Avenue

Bid Amount: \$300.00

Index Number: 16-02-310-010

Legal Description

Lot 136 in William B. Weigels Subdivision of the west half of the northwest quarter of the southwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1025 North Harding Avenue, Chicago, Illinois).

Bidder: Barbara Jenkins

Real Estate Number: 9991

Address: 4619 South Indiana
Avenue

Address: 4621 South Indiana
Avenue

Bid Amount: \$300.00

Index Number: 20-03-321-006

Legal Description

The north half of Lot 4 in L.W. Stone's Subdivision of the north half of the southwest quarter of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4621 South Indiana Avenue, Chicago, Illinois).

Bidder: Trena Norris-Hawkins

Real Estate Number: 3014

Address: 6138 South Kenwood
Avenue

Address: 6140 -- 6142 South
Kenwood Avenue

Bid Amount: \$300.00

Index Number: 20-14-408-025

Legal Description

The north half of Lot 9 in Block 2 in the subdivision of Blocks 1 and 2 in O.K. Keith's Subdivision of the southwest quarter of the southeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6140 -- 6142 South Kenwood Avenue, Chicago, Illinois).

Bidder: Doris Billups

Real Estate Number: 9909

Address: 1516 South Kildare
AvenueAddress: 1518 South Kildare
Avenue

Bid Amount: \$300.00

Index Number: 16-22-224-024

Legal Description

Lot 34 in Block 6 in Tabor's Subdivision of Blocks 5, 6, 9, 10, 11 and 12 in subdivision by L.C.P. Freer of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1518 South Kildare Avenue, Chicago, Illinois).

Bidder: Toya Horn

Real Estate Number: 6749

Address: 6416 South Minerva
AvenueAddress: 6418 -- 6420 South
Minerva Avenue

Bid Amount: \$300.00

Index Number: 20-23-110-026

Legal Description

That part of Lot 13 lying northeasterly of a line drawn from a point on the easterly line of said lot, 53 feet southwesterly of the northeasterly line of said lot to a point on the westerly line of said lot, 55 feet, 6 inches southwesterly of the northwesterly corner of said lot in Block 4 in Second Plat of Woodlawn, being a subdivision of the east 22 acres of the north half of the northwest quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6418 -- 6420 South Minerva Avenue, Chicago, Illinois).

Bidder: Carol Howard-Scott

Real Estate Number: 4437

Address: 4636 South Prairie Avenue

Address: 4634 South Prairie
Avenue

Bid Amount: \$300.00

Index Number: 20-03-321-022

Legal Description

Lot 1 in the resubdivision of Lots 23, 24 and 25 in the subdivision of the south half of the southwest quarter of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian (except the right-of-way of the Chicago and South Side Rapid Transit Railroad Co.) in Cook County, Illinois (commonly known as 4634 South Prairie Avenue, Chicago, Illinois).

Bidder: Aurea Sanchez

Real Estate Number: 9314

Address: 1543 North Talman Avenue

Address: 1547 North Talman
Avenue

Bid Amount: \$300.00

Index Number: 16-01-203-005

Legal Description

Lot 43 in Block 1 in H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1547 North Talman Avenue, Chicago, Illinois).

SECTION 2. The conveyances of the parcels shall be subject to all terms, conditions, covenants and restrictions of the program, and any additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to the bidders. The parcels shall also be conveyed subject to covenants, zoning and building restrictions, easements and conditions of record, and all general real estate taxes and assessments.

SECTION 3. The failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, quitclaim deeds conveying all interest of

the City of Chicago in the parcels to the successful bidders identified in Section 1.

SECTION 5. Upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of the parcels has been completed, the City Clerk is authorized to deliver the cashier's checks, certified checks, bank checks and money orders from the successful bidders to the City Comptroller, who is authorized to deposit the checks and money orders into the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to all unsuccessful bidders for the purchase of the parcels.

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

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT
VARIOUS LOCATIONS UNDER HOME RULE
SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of General Services authorizing Home Rule Sales at the following locations:

7001 South Halsted Street/747 -- 749 West 70th Street

5446 -- 5452 South Calumet Avenue,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

7001 South Halsted Street/747 -- 749 West 70th Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Joe Owens ("Grantee"), 9432 South Peoria Street, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with his neighboring business; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of \$14,600.00.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lots 45 and 46 in Block 5 in Beck's Subdivision of the southwest quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-21-321-001

Address: 7001 South Halsted Street/747 -- 749 West 70th Street, Chicago, Illinois 60614.

5446 -- 5452 South Calumet Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Chicago Transit Authority ("C.T.A."), Merchandise Mart Plaza, P. O. Box 3555, Chicago, Illinois 60654, desires to acquire the Property from the City for use in connection with its operation of a public transit facility; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the conveyance of the Property to the C.T.A. for no consideration.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the C.T.A.. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is used for public transit purposes.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lots 1, 2, 3 and 4 in Joseph Trenchard's Resubdivision of part of the south half of Block 8 in Jennings and Moffett's Subdivision of the south 60 acres of the east half of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-10-315-076

Address: 5446 -- 5452 South Calumet Avenue, Chicago, Illinois 60615.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY
AT VARIOUS LOCATIONS UNDER SPECIAL
SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred six ordinances by the Department of General Services authorizing Special Sales at the following locations:

1865 South Kedzie Avenue

1543 South Kolmar Avenue

324 South Kostner Avenue/4400 West Gladys Avenue

3921 South Princeton Avenue

4301 -- 4313 West Roosevelt Road

4817 West Van Buren 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 a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

1865 South Kedzie Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Douglas Park's Religious Educational and Recreational Center, an Illinois not-for-profit corporation, ("Grantee") 1838 -- 1842 South Kedzie Avenue, Chicago, Illinois has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 54 in Block 7 in the resubdivision of Blocks 6, 7, 16 and 17 in Douglas Park Addition to Chicago in Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1865 South Kedzie Avenue, Chicago, Illinois, Permanent Index No. 16-24-301-056).

1543 South Kolmar Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Greater Mount Calvary Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 4522 West 16th Street, Chicago, Illinois has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 30 in John Wain's Addition to Chicago, a subdivision of the east 5 acres of the west half of the south half of the southeast quarter of the northwest

quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1543 South Kolmar Avenue, Chicago, Illinois, Permanent Index No. 16-22-115-016).

324 South Kostner Avenue/4400 West Gladys Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Greater Saint John Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 4414 -- 4416 West Gladys Avenue, Chicago, Illinois has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than ten years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 2 in resubdivision of Lots 1 and 2 in the subdivision of Lots 9 and 10 in Block 1 in Counsleman's Subdivision of the north half of the southeast quarter of the northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 324 South Kostner Avenue/4400 West Gladys Avenue, Chicago, Illinois, Permanent Index No. 16-15-120-046).

3921 South Princeton Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Wentworth Gardens Residents United for Survival, an Illinois not-for-profit corporation ("Grantee"), 3752 South Wells Street, Apartment 357, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of providing a garden/recreational area; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a garden/recreational area is constructed on the Property within six months of the date of this deed; and
- 2) the Property is used as a garden/recreational area for a period of not less than five years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

The west 54 feet of Lot 37 in Glover's Resubdivision of Block 2 in Pryor's Subdivision in the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 3921 South Princeton Avenue, Chicago, Illinois, Permanent Index No. 20-04-201-023).

4301 -- 4313 West Roosevelt Road.

WHEREAS, The City of Chicago is the owner of the vacant parcel legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, International Church of Prayer, an Illinois not-for-profit corporation ("Grantee"), 2110 South Pulaski Road, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a church thereon; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that the Property is improved with a church within one year of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon issuance of a certificate of occupancy by the City of Chicago.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lots 1, 2, 3, 4, 5 and 6 in Block 1 in North Hehkopk's Subdivision of Blocks 13, 14, 15 and 16 in the subdivision by L.C. Paine Freer (as receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 4301 -- 4313 West Roosevelt Road, Chicago, Illinois, Permanent Index Numbers 16-22-201-004/005/006/007/008/009).

4817 West Van Buren Street.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Refreshing Spring Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 400 South Cicero Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five years from the date of this deed.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 55 (except the west two and one-half feet) in Wilhartz Subdivision of Lots 11, 12 and 13 in School Trustees' Subdivision of north part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4817 West Van Buren Street, Chicago, Illinois, Permanent Index No. 16-16-220-035).

AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS TO
QUALIFIED PARTICIPANTS UNDER
CHICAGO ABANDONED
PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 Housing approving the sale of properties under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

2654 West Adams Street

3113 -- 3115 South Giles Avenue

5433 -- 5435 South Indiana Avenue

1217 -- 1219 South Keeler Avenue

4414 South Oakenwald Avenue

2116 South Ridgeway Avenue

1861 -- 1867 South Springfield Avenue

2844 West Taylor Street

4933 South Wabash Avenue

1248 South Washtenaw Avenue

10922 South Wentworth Avenue,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

2654 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, There exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth

on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 2654 West Adams Street.

Participant: Mack Gayden and Mellisie Gayden.

Purpose: Rehabilitation.

Permanent Index Number: 16-13-209-021.

Legal Description.

Lot 40 in George W. Rust's Subdivision of Lots 12, 13, 16, 17 and 20 (except the east 67 feet of said Lot 20) in Block 2 in Rockwell's Addition to Chicago in the northeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

3113 -- 3115 South Giles 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 exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 3113 -- 3115 South Giles Avenue.

Participant: Leo Walters and Angela Adams.

Purpose: Rehabilitation.

Permanent Index Number: 17-34-105-047.

Legal Description.

The south 8 and one third feet of Lot 10 and all of Lot 11 in Block 2 in Loomis and Laflin's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

5433 -- 5435 South Indiana 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 exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 5433 -- 5435 South Indiana Avenue.

Participant: Helen Bassett and Doris Bassett.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-314-010.

Legal Description.

The north 50 feet of the west 170.83 feet of that part of the south half of Block 9 lying east of the east line of Indiana Avenue as now opened in Jennings and Moffett's Subdivision of the south 60 acres of the east half of the southwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1217 -- 1219 South Keeler 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992, (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned deteriorated buildings within the City through the acquisition and subsequent conveyance of said Properties to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, The Property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth

on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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".

Property Address: 1217 -- 1219 South Keeler Avenue.

Participant: Steven Hatchett.

Purpose: Rehabilitation.

Permanent Index Number: 16-22-204-009.

Legal Description.

Lots 12 and 13 in Block 4 in William A. Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

4414 South Oakenwald 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 exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The Property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 4414 South Oakenwald Avenue.

Participant: Raymond Development Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 20-02-400-061.

Legal Description.

The north 2 feet of Lot 43 and the south 15 feet of Lot 44 in Higgins Resubdivision of Nutts' Lake Shore Subdivision in Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

2116 South Ridgeway 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 exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The Property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 2116 South Ridgeway Avenue.

Participant: Lawndale Christian Development Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 16-23-324-010.

Legal Description.

That part of Lot 30 described as follows:

commencing at the most northerly point of said lot; thence south along the east line of said lot to a point 5 feet north of the southeast corner thereof; thence west parallel with the south line of said lot to the northwesterly line of said lot; thence northeasterly to the point of beginning, in the resubdivision of Block 4 in Millard and Decker's Addition to Chicago, being a subdivision of that part of the east half of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of Ogden Avenue, in Cook County, Illinois.

1861 -- 1867 South Springfield 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 exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1861 -- 1867 South Springfield Avenue.

Participant: Lawndale Christian Development Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 16-23-310-020.

Legal Description.

The west 71 feet, 5 $\frac{3}{4}$ inches of Lots 28, 29 and 30 in Block 6 in Moore's Subdivision of Block 1 in Superior Court Partition of the west 60 acres north of South Western Plank Road in the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian (excepting from Lot 28 aforesaid any portion thereof falling in West 19th Street), in Cook County, Illinois.

2844 West Taylor 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, There exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 2844 West Taylor Street.

Participant: John S. Kowalski.

Purpose: Rehabilitation.

Permanent Index Number: 16-13-319-026.

Legal Description.

Lot 24 in Block 1 in Charles H. Kehl's Subdivision of Blocks 17, 18, 23 and 24 in G. W. Clarke's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

4933 South Wabash 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 exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 4933 South Wabash Avenue.

Participant: Matthew House.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-113-012.

Legal Description.

Block 36 in Block 2 in Derby's Subdivision of the southwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1248 South Washtenaw 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 exist 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 which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("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(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) 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 Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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 the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1248 South Washtenaw Avenue.

Participant: John Kowalski.

Purpose: Rehabilitation.

Permanent Index Number: 16-24-207-048.

Legal Description.

Lot 8 in McKellar's Subdivision of Lots 12, 13, 16 and 17 in Block 2 in Cook and 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.

10922 South Wentworth 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 City is the owner of the real property located at 10922 South Wentworth Avenue and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Property was formerly in the Department of Housing's urban homestead inventory, but was not rehabilitated by the homesteader pursuant to the Homestead Program and was reconveyed to the City; and

WHEREAS, The Property is improved with a residential structure which is in need of substantial rehabilitation; and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 to 16335), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned deteriorated buildings within the City through the acquisition and subsequent conveyance of said properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The Property was included on the list of C.A.P.P. properties offered to the general public, and a proposal was received from the Neighborhood Youth Coalition, an Illinois not-for-profit corporation, to

purchase the Property for \$800.00 and rehabilitate the structure for low-income rental housing; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the Neighborhood Youth Coalition for the purpose of rehabilitating the structure thereon; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property to the Neighborhood Youth Coalition for \$800.00 is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City any documents which may be required to implement the conveyance of the Property, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Neighborhood Youth Coalition, an Illinois not-for-profit corporation, for \$800.00 subject to the approval of the Corporation Counsel.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 10922 South Wentworth Avenue.

Participant: Neighborhood Youth Coalition.

Purpose: Rehabilitation.

Permanent Index Number: 25-16-416-034.

Legal Description.

Lot 4 in the subdivision of the south half of Lot 50 (except the west 58 feet thereof) in School Trustees' Subdivision of Section 16, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE OF
PROPERTIES AT VARIOUS LOCATIONS AND AUTHORIZATION
FOR RECONVEYANCE TO SUBSTITUTE PARTICIPANTS
UNDER CHICAGO ABANDONED
PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 Housing approving the sale of properties under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

7819 South Halsted Street

7127 South Hermitage Avenue

1851 South Komensky Avenue

130 East 118th 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 a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

7819 South Halsted 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 City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is unable to complete the demolition or rehabilitation of the building as required under C.A.P.P.; and

WHEREAS, The Commissioner has recommended that the Participant be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) 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 of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

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

[Exhibit "A" referred to in this ordinance unavailable
at time of printing.]

7127 South Hermitage 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 City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) 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 of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 7127 South Hermitage Avenue.

Previous Ordinance Date: March 23, 1994.

Participant: Barrington D. Baker.

Substitute Participant: Equity Builders & Developers, Inc..

Purpose: Rehabilitation.

Permanent Index Number: 20-30-205-017-0000.

Legal Description.

Lot 397 in Dewey and Cunningham's Subdivision of the north three quarters of the east half of the northeast quarter of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1851 South Komensky 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 City Council of the City, by Ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) 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 of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1851 South Komensky Avenue.

Previous Ordinance Date: Never introduced into committee or Council.

Participant: Blaiwa Enterprises, Inc..

Substitute Participant: Dewayne P. Sandifer.

Purpose: Rehabilitation.

Permanent Index Number: 16-22-413-017.

Legal Description.

Lot 40 (except the south 15 feet) and the south 20 feet of Lot 41 in Alexander Burke's Daughter's Subdivision of Lots 15 to 20, 37 to 42 and 48 in Feinberg's Subdivision of the north half of Lot 7 in the subdivision by the executors of W. Butler of Lot 3 in Assessor's Division in the southwest quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, and of the south half of Lot 7 in the subdivision of Lot 3 aforesaid, in Cook County, Illinois.

130 East 118th 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 City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is unable to complete the demolition or rehabilitation of the building as required under C.A.P.P.; and

WHEREAS, The Commissioner has recommended that the Participant be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) 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 of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 130 East 118th Street.

Previous Ordinance Date: January 12, 1994.

Participant: Janice Kamalu.

Substitute Participant: Glenn Stacks.

Purpose: Rehabilitation.

Permanent Index Number: 25-22-314-043.

Legal Description.

Lot 16 and the west half of Lot 17 in Block 3 in Sawyer's Subdivision of Block 2 in First Addition to Kensington in Sections 22, 27 and 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

REPEAL OF ORDINANCE WHICH AUTHORIZED SALE OF
CITY-OWNED PROPERTY AT 5026 SOUTH WELLS
STREET AND 6960 SOUTH WOODLAWN AVENUE
UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of General Services rescinding the sale of

properties under the Adjacent Neighbors Land Acquisition Program at the following locations:

5026 South Wells Street

6960 South Woodlawn Avenue,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

5026 South Wells Street.

WHEREAS, On October 2, 1991 (City Council Journal of Proceedings, pages 6087 -- 6093), the City Council of the City of Chicago authorized the

conveyance of the property commonly known as 5026 South Wells Street ("Property") to Van Henley ("Grantee") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Grantee has failed to accept title to the Property; now, therefore,

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

SECTION 1. The aforesaid ordinance authorizing the conveyance of the Property to the Grantee is hereby repealed.

SECTION 2. The Department of General Services is authorized to refund the bid amount to the Grantee.

SECTION 3. The Department of General Services, Real Property Division, is authorized to re-advertise the Property for sale.

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

6960 South Woodlawn Avenue.

WHEREAS, On June 28, 1991 (City Council Journal of Proceedings, pages 2804 -- 2817), the City Council of the City of Chicago authorized the conveyance of the property commonly known as 6960 South Woodlawn Avenue ("Property") to Wade Lewis, Jr. ("Grantee") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Grantee has failed to accept title to the Property; now, therefore,

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

SECTION 1. The aforesaid ordinance authorizing the conveyance of the Property to the Grantee is hereby repealed.

SECTION 2. The Department of General Services is authorized to refund the bid amount to the Grantee.

SECTION 3. The Department of General Services, Real Property Division, is authorized to re-advertise the Property for sale.

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

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY
TO NORTH KENWOOD-OAKLAND LIMITED
PARTNERSHIP UNDER NEW HOMES
FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 Housing awarding incentives and selling City-owned property in the North Kenwood-Oakland community to the North Kenwood-Oakland Limited Partnership under the New Homes for Chicago 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new single-family homes ("Single-Family Homes") or two-flat buildings ("Two-flat Buildings") on either privately-owned lots ("Private Lots") or lots to be provided by the City ("City Lots"); and

WHEREAS, The City Lots and the Private Lots are located in the North Kenwood-Oakland Conservation Area of the City ("Conservation Area") and are subject to the guidelines and restrictions contained in the North Kenwood-Oakland Conservation Plan, as amended ("Plan"); and

WHEREAS, The Department has recommended the selection of New Homes for North Kenwood-Oakland, an Illinois limited partnership ("Developer"), to participate as a developer under the New Homes Program in the Conservation Area, subject to the guidelines and restrictions of the New Homes Program and the Plan; and

WHEREAS, On February 14, 1995, by Resolution No. 95-CDC-6, the Community Development Commission of the City recommended the sale to the Developer of certain of the City Lots located in the Conservation Area and listed on Exhibit A attached hereto; and

WHEREAS, Pursuant to the New Homes Program, the Developer may receive a subsidy to cover certain costs associated with the construction of the Single-Family Homes or Two-flat Buildings, and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer in the Conservation Area; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer: New Homes for North Kenwood-Oakland, an Illinois limited partnership.

Aggregate Number of
Single-Family Homes
and Two-flat Buildings: Not to exceed 25.

Location: North Kenwood-Oakland neighborhood;
bordered by South Drexel Boulevard on
the west, South Lake Shore Drive on the
east, East 36th Street and East 47th
Street.

Amount of Development
subsidy: Not to exceed \$20,000 for each Single-
Family Home or Two-flat Building.

Amount of Subsidy Allocated
for the Rental Unit of the
Two-flat Buildings: Not to exceed \$12,000 for each Two-flat
Building.

Aggregate Amount of Subsidy: Not to exceed \$500,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer in the Conservation Area pursuant to the New Homes Program and consistent with the guidelines described in the Plan.

SECTION 3. The new homes may be constructed on those certain Private Lots presently owned or to be acquired by Developer and those certain City Lots presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in

accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Lots.

Address	Permanent Index Numbers
3614 South Ellis Avenue	17-34-409-015
3616 South Ellis Avenue	17-34-409-016
3622 South Ellis Avenue	17-34-409-019
3624 South Ellis Avenue	17-34-409-020
3707 South Ellis Avenue	17-35-101-004
3709 South Ellis Avenue	17-35-101-005
3711 South Ellis Avenue	17-35-101-006
3715 South Ellis Avenue	17-35-101-014
3715 South Ellis Avenue	17-35-101-015
3725 South Ellis Avenue	17-35-101-016
3727 South Ellis Avenue	17-35-101-017
3729 South Ellis Avenue	17-35-101-018

Address	Permanent Index Numbers
3864 -- 3872 South Lake Park Avenue	17-35-101-091
821 East Bowen Avenue	20-02-111-007
831 East Bowen Avenue	20-02-111-011
812 -- 814 East 42nd Street	20-02-111-013
936 -- 942 East 42nd Place	20-02-113-059
4160 South Ellis Avenue	20-02-113-060
4135 South Ellis Avenue	20-02-116-002
4137 South Ellis Avenue	20-02-116-003
4139 South Ellis Avenue	20-02-116-004
4346 South Greenwood Avenue	20-02-303-045
4348 South Greenwood Avenue	20-02-303-046
4429 South Lake Park Avenue	20-02-400-033
4431 South Lake Park Avenue	20-02-400-034
4530 -- 4532 South Lake Park Avenue	20-02-402-036

Exhibit "B".

Department Of Buildings:

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type

would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing:

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Sewers:

Connection fees are waived.

Inspection fees are waived.

Department Of Streets And Sanitation:

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation:

Curbs, gutters, sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department Of Water:

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.

(B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning:

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However,

any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

APPROVAL FOR SALE OF PARCEL R-2 WITHIN EAST
GARFIELD PARK REDEVELOPMENT AREA
TO EAST GARFIELD PARK PLACE
PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 Planning and Development approving the sale of Parcel R-2 in the East Garfield Park Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City of Chicago (the "Council") approved the designation report and redevelopment plan for the East Garfield Park Redevelopment Area on May 10, 1994; and

WHEREAS, On August 9, 1994, the Commission authorized the advertisement for a Request for Proposals ("R.F.P.") for Parcel R-2 within the East Garfield Park Redevelopment Area; and

WHEREAS, On October 11, 1994, the deadline for submission of proposals, the East Garfield Park Place Limited Partnership submitted the only responsive proposal; and

WHEREAS, On February 14, 1995, the Community Development Commission (the "C.D.C."), by Resolution No. 95-CDC-7 approved the sale and redevelopment of Parcel R-2 to the East Garfield Park Place Limited Partnership; now, therefore,

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

SECTION 1. The sale of Parcel R-2 located at 3441 -- 3461 West Monroe Street and 113 -- 117 South St. Louis Avenue within the East Garfield Park Redevelopment Area to the East Garfield Park Place Limited Partnership is hereby approved for \$1.00 for the vacant, City-owned parcels plus the cost of acquisition of the vacant parcels not advertised as City-owned:

City-Owned Property	Permanent Index Numbers
3455 -- 3461 West Monroe Street	16-14-205-001
3449 West Monroe Street	16-14-205-006
3449 West Monroe Street	16-14-205-007
3449 West Monroe Street	16-14-205-008

City-Owned Property	Permanent Index Numbers
3441 West Monroe Street	16-14-205-010
113 South St. Louis Avenue	16-14-205-040

SECTION 2. The Department of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the East Garfield Park Place Limited Partnership for the Property described in Section 1 above (the "Property") and the sale of the Property is contingent upon the execution of such redevelopment agreement by the parties.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago a quitclaim deed or deeds and a redevelopment agreement as provided herein.

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

TERMINATION OF LEASE AGREEMENT WITH H. LANG AND
SON, INC. AND AUTHORIZATION FOR SALE OF
CITY-OWNED PROPERTY AT WEST 95TH
STREET AND SOUTH GENOA
AVENUE TO LANG ICE
COMPANY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a sale at West 95th Street and South Genoa Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, On January 1, 1987 the City entered into a long-term lease agreement ("Lease") with H. Lang and Son, Inc. ("Lessee") for the use of a portion of that certain property located at West 95th Street and South Genoa Avenue; and

WHEREAS, The Department of Streets and Sanitation requires the immediate use of the leased premises; and

WHEREAS, The Lessee has agreed to terminate the Lease prior to the termination date contained in the same and to vacate the Leased Premises; and

WHEREAS, As part of the consideration for the termination of the Lease, the City has agreed to sell to the Lessee that property described on Exhibit A attached hereto and made a part hereof ("Property") for the amount of Ten and no/100 Dollars (\$10.00); now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Lang Ice Company, formerly known as H. Lang and Son, Inc. for the amount of Ten and no/100 Dollars (\$10.00).

SECTION 2. The Commissioner of the Department of General Services is authorized to enter into a Termination of Lease Agreement with the Lessee.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago a quitclaim deed for the Property.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

That part of Lots 9 and 10 in Block 15 (except that part thereof taken for West 95th Street) in Henry Welp's Halsted Street Addition to Washington Heights, being a subdivision of Lot 4 of the subdivision of that part of the southeast quarter of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, together with Lot 1 of the subdivision of that part of the northeast quarter of Section 8, Township 37 North, Range 14 East of Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, bounded and described as follows:

beginning at the point of intersection of the easterly line of Lot 10 aforesaid with the north line of West 95th Street as widened per ordinance passed February 7, 1923; thence northerly, along the easterly line of Lots 9 and 10 aforesaid, 60.00 feet; thence westerly, perpendicular to said easterly line, 50.00 feet; thence southerly, parallel with said easterly line, 74.81 feet to said north line of West 95th Street as widened; thence east, along said north line, 52.15 feet to the point of beginning, in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT
8530 SOUTH KEDZIE AVENUE FOR USE
AS PUBLIC LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the acquisition of 8530 South Kedzie Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago ("City") acquire for public use as a public library for the Department of General Services, the property legally described in Exhibit A, attached hereto and known as the southwest corner of West 85th Place and South Kedzie Avenue, Chicago, Illinois.

SECTION 2. The Commissioner of General Services ("Commissioner") is authorized to negotiate with the owner for the purchase of the property.

SECTION 3. If the Commissioner and the owner are able to agree on the terms of the purchase, the Commissioner is authorized to purchase the property in the name of and on behalf of the City of Chicago for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner of the property on the terms of the purchase, or if the owner is incapable of entering into such a transaction with the City, or if the owner cannot be located, then the Commissioner may request the Corporation Counsel to institute and prosecute condemnation proceedings on behalf of the City of Chicago for the purpose of acquiring fee simple title to the property under the City's power of eminent domain.

SECTION 4. The Commissioner is authorized to execute such documents as may be necessary to implement the provisions of this ordinance subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 8 in Westport Commons, being a subdivision of that part of the south half of the southeast quarter of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, lying east of a line 1,204.31 feet west of and parallel with the east line of said southeast quarter (except the north 33 feet thereof and except those portions taken for highway purposes in South Kedzie Avenue and West 87th Street) all in Cook County, Illinois, in accordance with that certain plat of subdivision recorded March 3, 1992 as Document Number 92131633 in the Office of the Recorder of Deeds of Cook County, Illinois.

Commonly known as:

Southwest corner of West 85th
Place and South Kedzie Avenue,
Chicago, Illinois, also known as
8530 South Kedzie Avenue,
Chicago, Illinois.

Permanent Index Number:

19-35-421-049-0000.

TERMINATION OF REDEVELOPMENT AGREEMENT WITH CITY
LANDS CORP. AND CONVEYANCE OF CITY-OWNED
PROPERTY AT 6400 -- 6410 SOUTH VERNON
AVENUE TO REZMAR CORPORATION
UNDER CHICAGO TAX
REACTIVATION
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 Housing approving the transfer of property to the Rezmar Corporation at 6400 -- 6410 South Vernon Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a serious shortage of decent, safe and sanitary housing available to persons of low and moderate income; and

WHEREAS, The City has received a Certificate of Purchase for the property located at 6400 -- 6410 South Vernon Avenue (P.I.N. 20-22-208-018) ("Property"), and is in the process of acquiring title to the Property through the Tax Reactivation Program ("T.R.P."); and

WHEREAS, The Property is improved with a partially occupied residential building containing 21 units, and is in need of substantial rehabilitation; and

WHEREAS, The Property had previously been awarded to City Lands Corp. by City Council ordinance adopted on June 9, 1993, pursuant to the terms of T.R.P.; and

WHEREAS, City Lands Corp. has failed to satisfy its obligations under T.R.P. regarding the Property and on October 26, 1994, had informed the City that it was withdrawing its interest in acquiring the Property; and

WHEREAS, The Department of Housing published an Invitation for Proposals on December 1, 1994, in the *Chicago Sun-Times* newspaper in order to find a substitute developer for the Property; and

WHEREAS, The Department has received one proposal in response to its published invitation and has reviewed said proposal; and

WHEREAS, The Department has approved the proposal of Rezmar Corporation, an Illinois corporation, for the acquisition and rehabilitation of the Property; and

WHEREAS, Rezmar Corporation has agreed to reimburse the City for all of the legal fees and costs associated with acquiring a tax deed for the Property in accordance with T.R.P.; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The redevelopment agreement entered into between the City and City Lands Corp. dated June 28, 1993, regarding the Property is hereby terminated and of no force and effect.

SECTION 3. The conveyance of the Property to Rezmar Corporation is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City a redevelopment agreement and all other documents which may be required to implement the conveyance of the Property to Rezmar Corporation, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to Rezmar Corporation, or to a land trust of which Rezmar Corporation is the sole beneficiary, subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall take effect upon its passage.

AUTHORIZATION FOR EXECUTION OF RECOGNITION AND
ATTORNMENMENT AGREEMENT WITH 179 WASHINGTON
ASSOCIATES TO PRESERVE CITY'S INTEREST
AS SUBLESSEE OF WATER DEPARTMENT
FACILITY AT 4309 SOUTH
MORGAN STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services, authorizing the Department to enter into a Recognition and Attornment Agreement with 179 Washington Associates to preserve the City's interest as a sublessee of a Water Department facility located at 4309 South Morgan Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 23, 1991, the City of Chicago, as Sublessee, entered into a Sublease with Hysan Corporation ("Hysan"), as Sublessor, for the north half of the premises located 4309 South Morgan Street, Chicago, Illinois ("Property") for use by the Department of Water; and

WHEREAS, Hysan is in default of its master lease with 179 Washington Associates ("Washington"), the sole beneficiary of the land trust which is the legal owner of the Property; and

WHEREAS, A termination of the master lease would result in the termination of the City's right, title and interest in the Property by operation of law; and

WHEREAS, Washington has requested that the City be legally bound to it under the same terms of the Sublease in the event that the master lease between Hysan and Washington is terminated; and

WHEREAS, It is in the best interests of the City to be legally bound to Washington under the same terms of the Sublease should the master lease be terminated; now, therefore,

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

SECTION 1. The Commissioner of the Department of General Services is hereby authorized to execute on behalf of the City of Chicago, a Recognition and Attornment Agreement, substantially in the form attached hereto.

SECTION 2. This ordinance shall be effective from and after its passage.

Recognition and Attornment Agreement referred to in this ordinance reads as follows:

Recognition And Attornment Agreement.

This Agreement made this ____ day of _____, 199__ by and among The City of Chicago, an Illinois municipal corporation ("Sublessee"), American National Bank and Trust Company of Chicago, not personally but as Trustee, under Trust Agreement dated February 10, 1989 and known as Trust No. 106715-00 ("Landlord") and 179 Washington Associates ("Beneficiary").

Witnesseth:

Whereas, Landlord is the owner of certain real property (the "Premises") commonly known as 4309 South Morgan Street, Chicago, Cook County, Illinois, legally described in (Sub)Exhibit A attached hereto and by this reference made a part hereof; and

Whereas, Beneficiary is the sole beneficiary of Landlord; and

Whereas, The Prudential Insurance Company of America, a New Jersey corporation, as landlord ("Prudential") and Hysan Corporation, a(n) _____ corporation, as tenant ("Hysan") entered into an Indenture of Lease ("Lease") dated March 26, 1980, demising the Premises; and

Whereas, 179 Washington Associates, an Illinois limited partnership ("Washington") acquired the beneficial ownership of the Premises from Prudential on or about March 16, 1989; and

Whereas, Hysan, as sublessor, and Sublessee entered into a certain sublease ("Sublease") dated May 23, 1991 demising the north one half of the Premises consisting of approximately 98,000 square feet of warehouse and office space and including eight truck level loading docks and the parking lots and open space to the north and east of the Premises (the "Sublease Premises"); and

Whereas, {~~Washington~~} [Beneficiary] consented to the Sublease; and

Whereas, Hysan is in default under the Lease; and

Whereas, Landlord, Beneficiary and Sublessee desire to provide for the continuance of the Sublease as a direct lease in the event that the Lease is terminated;

Now, Therefore, In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Landlord and Sublessee, intending to be legally bound hereby, covenant and agree as follows:

1. In the event that the Lease is terminated by Landlord or by operation of law and provided Sublessee is not in default in the payment of rent, taxes, utility charges or other sums payable by Sublessee under the terms of the Sublease or under any other provisions of the Sublease;

(a) the right of possession of Sublessee to the Subleased Premises and Sublessee's rights arising out of the Sublease shall not be affected or disturbed by Landlord in the exercise of any of its rights under the Lease; and

(b) upon receipt of a written notice from Landlord to Sublessee advising Sublessee that the Lease was terminated, the Sublease shall become a direct lease as of the date of termination of the Lease, and Landlord shall become the lessor under the Sublease; Sublessee shall recognize Landlord as lessor under the Sublease and will attorn to Landlord, and Landlord will accept such attornment, the Sublease shall continue in accordance with its terms between Sublessee and Landlord; all rentals and other monies due or to become due under the Sublease shall be paid to Landlord or as Landlord shall direct; and

(c) any sale of the Premises by Landlord shall be made subject to the Sublease and the rights of Sublessee thereunder.

2. Landlord shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of the Sublessor under the Sublease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Sublessee under the Sublease as though Landlord were named therein as the Sublessor. Landlord and Beneficiary shall not, by virtue of this Agreement, be or become subject to any liability or obligation to Sublessee under the Sublease or otherwise, until Landlord shall have terminated the Lease, and then only to the extent of liabilities or obligations accruing from and after the date said Lease was terminated and only during the time that Landlord is the owner of the Premises.

3. This Agreement shall inure to the benefit of and shall be binding upon Landlord [Beneficiary] and Sublessee, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Landlord, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

4. This Agreement is executed by the undersigned Landlord not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned Landlord hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the undersigned Landlord personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

5. ~~{Tenant}~~ [Sublessee] shall look solely to the interest of Beneficiary in Landlord for the satisfaction of any remedy of ~~{Beneficiary}~~ [Sublessee] for [the] failure [of Beneficiary or Landlord] to perform any obligations under the Sublease, either express or implied, or under any law now existing or hereinafter enacted. Neither Beneficiary nor any disclosed or undisclosed principal of Beneficiary (or any partner or agent of Beneficiary or any such principal) shall have any personal liability for any such failure under the Sublease or otherwise.

In Witness Whereof, The parties hereto have caused this Agreement to be duly executed the day and year first above written.

The City of Chicago, an Illinois
municipal corporation

By: _____

Its: _____

Attest:

By: _____

Its: _____

American National Bank and
Trust Company of Chicago, not
personally but as Trustee as
aforesaid

By: _____

Its: _____

179 Washington Associates, an
Illinois limited partnership

By: Acorn-Washington, Inc., its
sole general partner

By: _____

Its: _____

Attest:

By: _____

Its: _____

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the City of Chicago, a municipal corporation of the State of Illinois, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said Instrument of writing as _____ of said Corporation and caused the corporate seal of said Corporation to be thereunto affixed, 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. 1994.

Notary Public

State of Illinois)
) SS:
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, President of American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated February 10, 1989 and known as Trust No. 107615-00, and _____ Assistant Trust Officer/Assistant Cashier/Assistant Secretary of said Bank, who are

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President, and Assistant Trust Officer/Assistant Cashier/Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Trust Officer/Assistant Cashier/Assistant Secretary then and there acknowledged that _____, as custodian of the seal of said Bank, did affix the seal to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 1994.

Notary Public

My commission expires _____

State of _____)
County of _____) SS:

The foregoing instrument was acknowledged before me this _____ of _____, 1993 by _____, _____ President of Acorn-Washington, Inc., an Illinois corporation, sole general partner of 179 Washington Associates, an Illinois limited partnership, on behalf of the corporation and on behalf of the corporation as (sole) general partner of the limited partnership.

Notary Public

[Impress Notarial Seal Here]

(Sub)Exhibit "A" referred to in this Recognition and Attornment Agreement reads as follows:

(Sub)Exhibit "A".

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
WITH MR. JAMES COLE FOR PROPERTY AT
5634 WEST CHICAGO AVENUE FOR
USE BY DEPARTMENT OF
HUMAN SERVICES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the renewal of a lease at 5634 West Chicago Avenue for the Department of Human Services (Lease No. 11024), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinances as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal with James Cole, as Landlord, for approximately 2,600 square feet of office space located at 5634 West Chicago Avenue, for use by the Department of Human Services, as Tenant, such lease to be approved by the Tenant, the Commissioner of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

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

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This Lease is made and entered into this ____ day of _____, 1995, by and between James W. Cole as sole owner (herein referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 5634 West Chicago Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 2,600 square feet of office space located at 5634 West Chicago Avenue, to be used by the Department of Human Services;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 2,600 square feet of ground floor office space located on that certain parcel of real estate more commonly known as 5634 West Chicago Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this Lease ("Term") shall commence on January 1, 1995, ("Commencement Date"), and shall end on December 31, 1996, unless sooner terminated as set forth in this Lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) One Thousand Six Hundred Seventy-nine and 38/100 Dollars (\$1,679.38) per month for the period beginning on the 1st day of January, 1995 and ending on the 31st day of December, 1995;

(b) One Thousand Seven Hundred Forty-six and 16/100 Dollars (\$1,746.16) per month for the period beginning on the 1st day of January, 1996 and ending on the 31st day of December, 1996;

Rent shall be paid to Landlord at 5634 West Chicago Avenue, Chicago, Illinois 60651, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer charges, and other levies assessed against the Premises, except for those changes which this Lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, power, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the Lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this Lease, Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this Lease, or immediately terminate this Lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this Lease, on or before the Commencement Date.

An original copy of the new or renewal Liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars (\$1,000,000) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this Lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this Lease provided that Tenant has provided Landlord with proper and timely written notice. Landlord not having actual knowledge of any defective conditions shall be an absolute defense in any action against Landlord for breach of any covenant based upon duties of Landlord to maintain Premises.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this 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.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 1997 and the rent shall be at the same rate as set forth in Section 3.1(b) of this Lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in

writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

James W. Cole
5634 West Chicago Avenue
Chicago, Illinois 60651

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this Lease by providing Landlord with ninety (90) days prior written notice at any time during the term of this Lease.

10.11 Force Majeure.

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this Lease shall:

11.1

Provide, at Landlord's sole cost and expense, all domestic water for the Premises.

11.2

Maintain plumbing in good operable condition.

11.3

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all mechanical and electrical components. Janitorial service as used herein

shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.4

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.5

Provide and pay for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this Lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during term of Lease which is not caused by negligence of Landlord.

12.2

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.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed 2 feet by 2 feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.8

Tenant, or any of its agents or employees, shall not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, or be disturbing to other Tenants, be illegal, or increase the rate of insurance on the Premises.

12.9

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

12.10

Tenant shall provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised Premises.

*Section 13.**Additional Clauses.*

13.1

Landlord shall replace damage ceiling tiles where necessary, prior to execution of this Lease.

13.2

Landlord shall professionally paint the entire Premises within thirty (30) days from the execution of this Lease.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord:

By: _____
James W. Cole, as sole owner

Tenant:

City of Chicago, an Illinois
municipal corporation

By: The Department of General
Services

By: _____
Benjamin Reyes,
Commissioner

By: The Department of Human
Services

By: _____
Daniel Alvarez, Sr.,
Commissioner

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

Do Not Pass -- ACCEPTANCE OF BID PROPOSAL FOR
CITY-OWNED PROPERTY AT 4014 NORTH
LAPORTE AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

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 accepting a bid proposal at 4014 North Laporte Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. The City of Chicago hereby rejects the bid of Norman R. Oyen and Barry W. Koller, as tenants in common, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$306,200, 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 5 through 13 in the Dickinson-Lowell Homestead Subdivision of the School Trustees Subdivision in Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

(commonly known as 4014 North Laporte Avenue, Parking Site No. 49, Permanent Tax Nos. 13-16-428-028 through 036)

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.

Action Deferred -- AUTHORIZATION FOR EXECUTION OF
LEASE AGREEMENT WITH LRP THIRTY NORTH
LIMITED PARTNERSHIP FOR OFFICE SPACE
AT 30 NORTH LA SALLE STREET FOR
USE BY VARIOUS CITY
DEPARTMENTS.

The Committee on Housing and Real Estate submitted the following report which was, on motion of Aldermen Shaw, Evans and Jones, *Deferred* and ordered published:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the Department to enter into and execute a lease with LRP Thirty North Limited Partnership for office space at 30 North LaSalle Street for use by various City departments, 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 unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. The Commissioner of the Department of General Services is authorized to enter into and execute a lease with LRP Thirty North Limited Partnership, subject to approval by the Corporation Counsel, for approximately 159,426 square feet of office space at 30 North LaSalle Street for use by various City of Chicago Departments. The lease will be substantially in the form of the Lease attached hereto and made a part hereof.

SECTION 2. The Commissioner of the Department of General Services is authorized to combine and to incorporate for ease of administration, that certain Lease dated September 15, 1992 between Prudential Insurance Company of America and the City of Chicago, which consists of approximately 77,334 square feet of office space at 30 North LaSalle Street currently used by the City of Chicago Law Department, into the Lease attached hereto and made a part hereof.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement For Office Space At

30 North LaSalle Street Building

Chicago, Illinois

Between

LRP Thirty North Limited Partnership,

A Delaware Limited Partnership

(Landlord)

And

City Of Chicago,
A Municipal Corporation
(Tenant)

April ____, 1995

This Lease is made this ____ day of April, 1995, between LRP Thirty North Limited Partnership, a Delaware limited partnership ("Landlord"), c/o LaSalle Partners Management (Illinois) Limited Partnership, 30 North LaSalle Street, Suite 3220, Chicago, Illinois 60602, and the City of Chicago, a municipal corporation ("Tenant"), having an address at 121 North LaSalle Street, Chicago, Illinois 60602, for space in the building known as or located at 30 North LaSalle Street, Chicago, Illinois (such building, together with the land upon which it is situated as legally described on (Sub)Exhibit A hereto, being herein referred to as the "Building").

Recitals.

A. Tenant has previously entered into a certain lease dated September 15, 1992 (the "1992 Lease") with the Prudential Insurance Company of America (the "Original Landlord") demising Suites 700, 800, 900 and 1020 in the Building ("Premises A") for a term which commenced on December 1, 1992 and will expire, pursuant to the terms of the 1992 Lease, on May 31, 2003.

B. Landlord has succeeded to the interest of the Original Landlord under the 1992 Lease.

C. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, additional space in the building ("Premises B") for a term commencing on the Commencement Date (as hereinafter defined) and expiring on the last day of the tenth Lease Year (as hereinafter defined), unless extended or renewed or earlier terminated as provided herein.

D. Subject to the occurrence of the Commencement Date hereunder, Landlord and Tenant have agreed, for ease of administration, to combine the leases of both Premises A and Premises B in this Lease on the terms and conditions set forth herein and terminate the 1992 Lease effective as of the Commencement Date hereunder.

The following schedule (the "Schedule") sets forth certain basic terms of this Lease:

Schedule.

1. Premises: The Premises consist of Premises A and Premises B. Premises A consists of the entire 7th, 8th and 9th floors of the Building, together with a portion of the 10th floor of the Building, all as outlined on the floor plans attached hereto as (Sub)Exhibits B1.A through B1.D. Premises B consists of the entire 2nd, 4th, 5th, 6th, 11th, 25th and 37th floors of the Building, together with portions of the 10th, 12th and 17th floors of the Building, all as outlined on the floor plans attached hereto as (Sub)Exhibits B2.A through B2.J.
2. Rentable Square Feet of the Premises: 236,800 square feet, consisting of 77,374 square feet for Premises A and 159,426 square feet for Premises B. The number of Rentable Square Feet of each floor of Premises A is as follows:

Floor	Rentable Square Feet
7	21,762
8	21,762
9	21,762
10	12,088

The number of Rentable Square Feet of each floor of Premises B is as follows:

Floor	Rentable Square Feet
2	14,036

Floor	Rentable Square Feet
4	21,762
5	21,762
6	21,762
10	9,674
11	12,230
12	7,377
17	4,920
25	22,688
37	23,215

The Rentable Square Feet of each floor of the Building, as set forth on (Sub)Exhibit C attached hereto, and of each partial floor initially included in the Premises, have been determined by Landlord, and the number of Rentable Square Feet of each other partial floor of the Building hereafter included in the Premises pursuant to any provision of this Lease will be determined by Landlord, on a basis which is consistent with measurement standards presently consistently applied by Landlord throughout the Building. An example of the application of such measurement standards is set forth on (Sub)Exhibit D attached hereto.

3. Base Rent:

Base Rent for Premises A for the Rental Year (as defined in Section 2(A)(ii) hereof) in which the Commencement Date occurs and each subsequent Rental Year thereafter (the per square foot rates of which are set forth in the following table) and monthly installments thereof shall be in the respective amounts set forth in the following table:

Rental Year	Premises A Base Rent	Monthly Installments Of Premises A Base Rent	Per Square Foot
6/1/95 -- 5/31/96	\$563,284.80	\$46,940.40	\$ 7.28
6/1/96 -- 5/31/97	574,117.20	47,843.10	7.42
6/1/97 -- 5/31/98	584,949.60	48,745.80	7.56
6/1/98 -- 5/31/99	773,359.80	64,446.65	10.00
6/1/99 -- 5/31/00	787,674.00	65,693.50	10.18
6/1/00 -- 5/31/01	802,636.20	66,886.35	10.37
6/1/01 -- 5/31/02	816,950.40	68,079.20	10.56
6/1/02 -- 5/31/03	831,264.60	69,272.05	10.74

Notwithstanding the foregoing, Base Rent for Premises A shall abate in the amount of \$14,693.55 per month through and including November, 1997, subject to the terms and conditions set forth in Section 2(D) hereof.

Base Rent for Premises A for the balance, if any, of the Lease Year (as defined in Section 2(A)(ii) hereof) in which the last Rental Year ends and for each subsequent Lease Year of the initial Term shall be equal to the product of the Rentable Square Feet of Premises A multiplied by the rates per square foot hereinafter set forth for Premises B which are applicable to such Lease Year. If the last Rental Year ends on a day other than the last day

of a Lease Year, Base Rent for Premises A for the balance of the Lease Year following the last day of the last Rental Year shall be prorated on a per diem basis and the monthly installments shall be adjusted accordingly.

Base Rent for Premises B for each Lease Year of the Initial Term (the per square foot rates of which are set forth in the following table) and monthly installments thereof shall be in the respective amounts set forth in the following table:

Lease Year	Premises B Base Rent	Monthly Installments Of Premises B Base Rent	Per Square Foot
First	\$398,565.00	\$33,213.75	\$2.50
Second	637,704.00	53,142.00	4.00
Third	656,835.12	54,736.26	4.12
Fourth	675,966.24	56,330.52	4.24
Fifth	696,691.62	58,057.64	4.37
Sixth	717,417.00	59,784.75	4.50
Seventh	739,736.64	61,644.72	4.64
Eighth	762,056.28	63,504.69	4.78
Ninth	784,375.92	65,364.66	4.92
Tenth	808,289.82	67,357.49	5.07

4. Tenants Proportionate Share:

The percentage determined by dividing the Rentable Square Feet of the Premises from time to time by 864,274, subject to the provisions of Section 2(A)(v) hereof. Tenant's Proportionate Share will initially be 27.399%, which is the percentage determined by dividing the

- Rentable Square Feet of the Premises (including both Premises A and Premises B) by 864,274.
5. Security Deposit: None.
6. Broker(s): LaSalle Partners Limited.
LaSalle Partners Management (Illinois) Limited Partnership.
7. Commencement Date: September 1, 1995, subject to adjustment pursuant to the Workletter attached hereto as (Sub)Exhibit E.
8. Expiration Date: The last day of the Tenth Lease Year, or such later date to which the Term of the Lease may be extended or renewed pursuant to Section 25 or Section 26 hereof or by written agreement of Landlord and Tenant.
9. Guarantor(s): None.
10. (Sub)Exhibits: A Legal Description.
B1.A Floor Plan -- 7th Floor.
B1.B Floor Plan -- 8th Floor.
B1.C Floor Plan -- 9th Floor.
B1.D Floor Plan -- 10th Floor (Premises A).
B2.A Floor Plan -- 2nd Floor.
B2.B Floor Plan -- 4th Floor.
B2.C Floor Plan -- 5th Floor.
B2.D Floor Plan -- 6th Floor.
B2.E Floor Plan -- 10th Floor (Premises B).
B2.F Floor Plan -- 11th Floor.

- B2.G Floor Plan -- 12th Floor.
- B2.H Floor Plan -- 17th Floor.
- B2.I Floor Plan -- 25th Floor.
- B2.J Floor Plan -- 37th Floor.
- C Rentable Square Feet of Full Floors of the Building.
- D Example of Calculation of Rentable Square Feet.
- E Workletter.
- F Base Building Definition.
- G HVAC Specifications.
- H Cleaning Specifications.
- I Conference Room Plan.
- J Rules and Regulations.
- K Forms of Non-disturbance Agreements.
- L Option Space One -- 31st Floor.
- M Alternate Option Space Two -- 24th Floor.
- N Storage Space Plan -- 1,039 Square Feet.
- O Smoking Room Plan.

1. Demise And Term.

Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule, subject to the covenants and conditions set forth in this Lease, for a term (the "Term") commencing on the date determined pursuant to Item 7 of the Schedule (the "Commencement Date") and expiring on the date determined pursuant to Item 8 of the Schedule or such later date to which the Term of this Lease may be extended or renewed pursuant to Section 25 or Section 26 hereof or by

written agreement of Landlord and Tenant (the "Expiration Date"), unless terminated earlier as otherwise provided in this Lease.

2. Rent.

A. Definitions. For purposes of this Lease, the following terms shall have the following meanings:

(i) "Expenses" shall mean all expenses, costs and disbursements (other than Taxes) paid or incurred by Landlord in connection with the ownership, management, maintenance, operation, replacement and repair of the Building. Expenses shall include (without limitation) water and sewer charges; insurance premiums; fuel and utility costs; the costs of snow and ice and trash removal and of planting and replacing flowers and landscaping; wages, salaries and fringe benefits for property management personnel and other persons engaged in the ownership, management, maintenance, operation, replacement and repair of the Building; accounting fees; legal fees; costs of window washing, cleaning and janitorial services; security personnel and the costs of operating and maintaining security systems; maintenance and repair of utility systems and elevators and replacement of parts and components incidental to maintenance and repair; supplies, materials and equipment; costs which may be included in Expenses pursuant to the terms of the next succeeding paragraph; and management fees; all subject to the exclusions and limitations addressed below. Consistent with Landlord's obligations under this Lease, Landlord will endeavor to operate the Building efficiently and to obtain services and materials for the Building at competitive rates.

Notwithstanding the foregoing, Expenses shall not include: (a) costs of tenant alterations; (b) costs of capital improvements, including, but not limited to, capital improvements made or installed to correct latent defects in the construction of the Building [except for costs of any capital improvements (1) made or installed (or service agreement or lease entered into) for the purpose of reducing Expenses or improving the operating efficiency of any system within the Building (provided, however, that such costs shall not exceed the reduction in expenses attributable to such capital improvements, service agreement, or lease) or (2) made or installed pursuant to governmental requirement (except for the A.D.A. (as hereinafter defined) and any environmental regulations and except as provided in clauses (l) and (m) of this subparagraph) or insurance requirement, which costs shall be amortized by Landlord in accordance with sound accounting and management principles on a straight-line basis over the economic useful life of such improvements, together with interest thereon at Landlord's actual cost of borrowing provided, however, that Landlord shall use reasonable efforts to minimize the cost of such borrowing) in the case of improvements financed with borrowed money, or, in other cases, at the annual rate of two percentage (2%) points above the

rate most recently announced by The First National Bank of Chicago as its corporate base lending rate at the time such costs were incurred]; (c) interest and principal payments on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Expenses) or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Taxes and Expenses; provided, however, that this exception shall not permit Landlord to receive from Tenant and other tenants of the Building an aggregate amount in excess of one hundred percent (100%) of Taxes and Expenses as a result of this provision and similar provisions in other leases of premises in the Building); (d) advertising expenses and leasing commissions; (e) any cost or expenditure for which Landlord is reimbursed or is entitled to be reimbursed, whether by insurance proceeds or otherwise, except through Adjustment Rent (hereinafter defined) under this Lease and through similar provisions in other leases of premises in the Building; (f) the cost of any kind of service furnished to any other tenant in the Building which Landlord does not generally make available to all tenants in the Building; (g) legal expenses of negotiating leases or negotiating or disputing with tenants or occupants; (h) salaries and fringe benefits of employees above the grade of building manager; (i) management fees in excess of the lesser of (1) those customarily charged for similar types of buildings in downtown Chicago and (2) four percent (4%) of applicable revenues of the Building; (j) depreciation expenses on any fixed assets; (k) costs of compliance with the A.D.A. in common areas of the Building (except for expenses, costs and disbursements, but not including any costs of capital improvements, of less than \$5,000.00 per calendar year); (l) costs of compliance with governmental (including environmental) regulations in existence prior to the Commencement Date; (m) costs of compliance with governmental regulations in existence prior to the date hereof regarding asbestos and to effect required phase-out or replacement of chlorofluorocarbons; (n) refinancing costs; (o) interest or penalties resulting from late payments by Landlord; (p) costs of art work in the Building; (q) off-site management personnel and overhead to the extent that the cost of such personnel and overhead should properly be allocated to other properties; (r) fines or other penalties; (s) losses due to Landlord's willful misconduct or breach of contract; or (t) expenses in connection with installing, maintaining, and operating any retail operation. Only an allocable portion of the wages, salaries and fringe benefits of employees of the Building who do not devote substantially all of their time to the Building shall be included in Expenses. If the rates or fees (except for management fees, the standards for which are set forth in clause (i) of this subparagraph) charged for any services provided or any materials furnished to the Building by entities affiliated with Landlord exceed the rates or fees charged by unaffiliated entities to comparable first-class office buildings in downtown Chicago for the same services or materials, then the excess cost shall not be included in Expenses.

As used herein, the term "A.D.A." shall mean the Americans with Disabilities Act and regulations thereunder as presently interpreted and in effect.

Expenses shall be determined in accordance with generally accepted accounting principles, consistently applied with such adjustments as may be required by this Lease. Expenses shall be audited by a nationally recognized accounting firm.

Landlord shall allocate a proportionate share of Expenses, net of Expenses which are to be excluded from Expenses paid by tenants of retail space in the Building pursuant to the terms of their leases because such services are either paid for directly by such tenants or do not directly benefit such tenants (such as the cost of janitorial service and of elevator maintenance and repair), to tenants of retail space in the Building based on rentable area.

(ii) "Lease Year" shall mean (a) if the Commencement Date is the first day of a calendar month, the twelve (12) month period beginning on the Commencement Date or (b) if the Commencement Date is not the first day of a calendar month, the period beginning on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Commencement Date, and, in either case, each consecutive twelve (12) month period thereafter which falls in whole or in part during the Term. "Rental Year", which relates to Base Rent for Premises A, shall mean the period commencing on the Commencement Date and ending on the first May 31 following the Commencement Date, and each consecutive twelve (12) month period thereafter beginning on June 1 and ending on May 31 of the next calendar year which falls in whole or in part during the Term.

(iii) "Rent" shall mean Base Rent, Adjustment Rent, and any other sums or charges due from Tenant hereunder.

(iv) "Taxes" shall mean all taxes, assessments and fees levied upon the Building, the property of Landlord located therein or the rents collected therefrom, by any governmental entity based upon the ownership, leasing, renting or operation of the Building, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year (a) from special assessments payable in installments shall be the amount of the installments (and any interest, except any interest or penalties resulting from late payment by Landlord) due and payable during such year, and (b) from all other Taxes shall be the

amount due and payable in such year. Landlord shall allocate a proportionate share of Taxes to tenants of retail space in the Building based on rentable area. Landlord shall provide Tenant a copy of the bills for Taxes at the time that Landlord furnishes to Tenant its annual statement of Adjustment Rent. Landlord will contest Taxes as would a prudent landlord of a similar property.

(v) "Tenant's Proportionate Share" shall mean the percentage determined pursuant to Item 4 of the Schedule. Landlord and Tenant hereby stipulate that the Rentable Square Feet of the Building is 864,274 square feet, and thus will not be less at any time during the Term of this Lease for purposes of this Lease, and shall not be greater except as provided in this Section 2(A)(v). If additional rentable area is added to the Building during the Term of this Lease, Landlord shall cause the additional rentable area to be measured and calculated on a basis which is consistent with the measurement standards illustrated on Exhibit D attached hereto and the Rentable Square Feet of the Building and Tenant's Proportionate Share shall be recalculated to reflect such additional rentable area. If Landlord hereafter elects generally to use in leasing the Building a number greater than 864,274 square feet as the Rentable Square Feet of the Building (as evidenced either by monthly billing statements, new leases to new or existing tenants or amendments to leases of existing tenants), the Rentable Square Feet of the Building for purposes of this Lease shall be adjusted to thereafter be such greater number and Tenant's Proportionate Share shall be recalculated on the basis of such greater Rentable Square Feet of the Building. If at any time Landlord would otherwise receive from Tenant and other tenants of the Building through Adjustment Rent under this Lease and through similar provisions in other leases of premises in the Building an aggregate amount in excess of one hundred percent (100%) of Taxes and Expenses, Landlord shall make an appropriate credit to Adjustment Rent next due from Tenant hereunder in order to reflect Tenant's share of the excess amount.

B. Components of Rent. Tenant agrees to pay the following amounts to Landlord at the office of the Building or at such other place as Landlord designates:

(i) Base rent ("Base Rent") in the amounts determined pursuant to Item 3 of the Schedule. Base Rent for each Lease Year and Rental Year shall each be paid in equal monthly installments in advance on or before the first day of each month of such Lease Year and Rental Year, without demand. As applied to any particular month or other period of the Term, the term Base Rent shall mean the sum of Base Rent of Premises A and Base Rent for Premises B for such month or other period.

(ii) Adjustment rent ("Adjustment Rent") in an amount equal to Tenant's Proportionate Share of (a) Expenses for any calendar year and (b)

Taxes for any calendar year. Prior to each August 1 after the date of this Lease except for August 1 of the calendar year in which this Lease will expire, Landlord shall reasonably estimate and notify Tenant of the amount of Adjustment Rent due for the succeeding calendar year. Such estimate shall not be greater than one hundred five percent (105%) of the estimated amount for the preceding calendar year (i. e., the calendar year in which such estimate is to be made) unless reasonably projected increases in any components of Taxes and Expenses cause such estimate to be in excess of 105% of such preceding calendar year estimated amount. Tenant shall pay Landlord one-twelfth (1/12th) of such estimate of Adjustment Rent on or before the first day of each month during such succeeding calendar year. It is implicit in the foregoing that Landlord may not change such estimate after August 1 of the preceding calendar year. Prior to August 1 of the calendar year following the calendar year in which the Commencement Date occurs, and prior to each August 1 thereafter, including August 1 of the calendar year following the calendar year in which the Term of this Lease expires, Landlord shall deliver to Tenant a report setting forth the actual Expenses and Taxes for the preceding calendar year and a statement of the amount of Adjustment Rent that Tenant has paid and is payable for such calendar year. On or before January 25 of the calendar year following such report and statement, Tenant shall pay to Landlord the amount of Adjustment Rent due, minus any estimated payments of Adjustment Rent made by Tenant, as shown on the statement. If Tenant's estimated payments of Adjustment Rent exceed the amount due Landlord, Landlord shall apply such excess as a credit against Tenant's other obligations then due or next due under this Lease, or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant. To the extent any amount is not refunded to Tenant pursuant to the preceding sentence because Tenant is then in default under this Lease, such amount shall be refunded when any such default is cured, to the extent not applied to cure such default or applied to other obligations of Tenant under this Lease.

Landlord's reasonable estimate of Adjustment Rent for the calendar year 1995 is \$242,720.00 per month (which includes estimated Adjustment Rent for both Premises A and Premises B). Provided that the Commencement Date occurs during 1995, Tenant shall pay Landlord one-twelfth of such estimate of Adjustment Rent on or before the Commencement Date (prorated pursuant to clause (i) of Section 2.C below if the Commencement Date is not the first day of a month) and on or before the first day of each month thereafter during the calendar year 1995.

C. Payment of Rent. The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a Rental Year, Base Rent for Premises A for the Rental Year in which this Lease so begins or ends shall be prorated on a per diem basis and

the monthly installments shall be adjusted accordingly; if this Lease ends on a day other than the last day of a Lease Year, Base Rent for Premises A (if applicable) and Premises B for the Lease Year in which this Lease so ends shall be prorated on a per diem basis and the monthly installments shall be adjusted accordingly; and if this Lease commences or ends on a day other than the first day or last day of a calendar year, respectively, Adjustment Rent for both Premises A and Premises B for the year in which this Lease so begins or ends shall be prorated on a per diem basis and the monthly installments shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without offset or deduction except as provided herein; and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) if during all or any portion of any year the Building is not fully rented and occupied ("fully rented and occupied" shall mean that ninety-five percent (95%) of the Rentable Square Feet of the Building, determined by reference to the sum of the rentable areas set forth on (Sub)Exhibit C attached hereto, is occupied by tenants under Lease), Landlord may elect to make an appropriate adjustment of variable Expenses (being Expenses which vary with occupancy, such as, by way of example and not by way of limitation, expenses for janitor service, cleaning and trash removal, water and management fees (adjustment of which shall be subject to the remaining provisions of this Section 2.C)) (but not Taxes) for such year to determine the Expenses that would have been paid or incurred by Landlord had the Building been fully rented and occupied for the entire year and the amount so determined shall be deemed to have been the Expenses for such year, provided that in no event shall Landlord be entitled to receive from Tenant and other tenants of the Building an aggregate amount in excess of one hundred percent (100%) of variable Expenses as a result of this provision and similar provisions in other leases of premises in the Building; (iv) any sum due from Tenant to Landlord or from Landlord to Tenant which is not paid when due shall bear interest from the date due until the date paid at the annual rate of two percentage points above the rate then most recently announced by The First National Bank of Chicago as its corporate base lending rate, from time to time in effect, but in no event higher than the maximum rate permitted by law (the "Default Rate"); (v) if changes, as provided in this Lease or as mutually agreed to, are made to this Lease changing the number of square feet contained in the Premises, such changes shall be reflected in an amendment to this Lease that shall, among other things, reflect an appropriate adjustment to Tenant's Proportionate Share; (vi) Landlord shall maintain books and records of Expenses and Taxes in accordance with sound management practices, and Tenant shall have the right to inspect Landlord's accounting records relative to Expenses and Taxes during normal business hours at any time within six (6) months following the furnishing to Tenant of the annual statement of Adjustment Rent; and, unless Tenant shall take written exception to any item in any such statement within such six (6) month period, such statement shall be considered as final and accepted by Tenant and Landlord; (vii) in the event of the expiration or earlier termination of this Lease as to all or any part of the Premises prior to the determination of any Adjustment Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any

such sums shall survive such expiration or termination of this Lease; (viii) no adjustment to the Rent by virtue of the operation of the rent adjustment provisions in this Lease shall result in the payment by Tenant in any year of less than the Base Rent shown on the Schedule; (ix) each amount owed by Tenant to Landlord under this Lease for which the date of payment is not expressly fixed shall be set forth in a statement and shall be due on the same date as the other Rent listed on such statement or thirty (30) days after receipt of such statement, whichever is later; (x) each amount owed by Landlord to Tenant under this Lease which is not to be credited to Tenant pursuant to the terms of this Lease, and for which the date of payment is not expressly fixed or payment otherwise provided for shall be due thirty (30) days after such amount becomes fixed or the obligation to pay such amount arises, whichever is later, provided Tenant is not then in default hereunder, and to the extent any amount is not paid to Tenant because Tenant is in default under this Lease, such amount shall be paid when any such default is cured, to the extent not applied to cure such default or applied to other obligations of Tenant under this Lease; (xi) if Landlord fails to give Tenant an estimate of Adjustment Rent for any calendar year when required by Section 2(B)(ii) hereof, Tenant (a) shall continue to pay Adjustment Rent at the rate for the previous calendar year until Landlord delivers such estimate, and within thirty (30) days after delivery of such estimate Tenant shall pay retroactively the increased amount for all previous months, if any, of the calendar year to which such estimate relates, and (b) may enforce Landlord's obligation under Section 2(B)(ii) to deliver such estimate; and (xii) if Tenant shall occupy Premises B or any portion thereof prior to the Commencement Date for the purpose of conducting business therein, Tenant shall pay Base Rent for Premises B at the rate set forth for Premises B in Item 3 of the Schedule for the first Lease Year and Adjustment Rent as provided in Section 2(B)(ii) hereof, each on a pro rata basis if only a portion of Premises B is occupied for such purpose prior to the Commencement Date and prorated on a per diem basis for any fractional month of such occupancy.

Notwithstanding the provisions of clause (iii) of this subparagraph, if the agreement between Landlord and its management agent for management of the Building at any time provides for a "floor" for the management fee (i. e., provides that the management fee will not be less than a stated dollar amount (the "floor"), even if the management fee calculated as a percentage of applicable revenues of the Building would be less than the floor), Landlord will not be entitled to adjust management fees pursuant to the provisions of clause (iii), but may, at its option, calculate management fees for purposes of this Lease at the applicable management fee rate then in effect multiplied by applicable revenues otherwise payable hereunder (i. e., not including the management fee component of Expenses), and Tenant's Proportionate Share of such amount shall be one hundred percent (100%).

D. Rent Abatement. Notwithstanding the provisions with respect to the payment of Rent, provided Tenant is not then in default, Landlord agrees to abate Base Rent for Premises A as provided in Item 3 of the Schedule.

Should Tenant not be entitled to a portion of such rent abatement as a result of Tenant being in default hereunder, Landlord agrees that if and when Tenant subsequently cures such default, Landlord will credit such portion of such rent abatement against Rent next due hereunder.

E. Allocation of Rent Abatement for Tax Purposes. Landlord and Tenant agree that no portion of the Base Rent paid by Tenant during the portion of the Term of this Lease occurring after the expiration of any period during which any portion of Base Rent was abated shall be allocated, for income tax purposes, nor is such Base Rent intended by the parties to be allocable, for income tax purposes, to any abatement period.

3. Use.

A. The City of Chicago agrees that it shall occupy and use the Premises only as business offices for one or more of the following departments of the City of Chicago:

Board of Ethics

The Chicago Commission on Human Relations

Department of Environment

Department of General Services

Department of Law

Department of Planning and Development

Department of Revenue

Department of Transportation

Office of Cable Communications

and for no other purposes; provided, however, that Tenant may, following reasonable notice to Landlord and after furnishing to Landlord such information about the proposed substitute departments and their anticipated use and occupancy of the Premises as Landlord may reasonably request within thirty (30) days following Tenant's notice to Landlord, substitute other departments of the City of Chicago for the departments listed above following Tenant's occupancy of the Premises, provided that such departments use the Premises only for business office purposes for their administrative, clerical and professional personnel similar to those for which the departments listed above use the Premises, the number of employees using the Premises (on a full or part time basis) is substantially the same as or less than the number of employees of the departments listed

above who occupy the Premises, and the traffic to and from the Premises will be substantially the same as or less than the traffic generated during the use of the Premises by the departments listed above. Whether the Premises are used by the departments listed above are used by other departments of the City of Chicago pursuant to the preceding sentence, Tenant represents and agrees that public traffic to and from the Premises will not materially exceed that of a typical office user, and that occupancy of the Premises by the departments listed above and any departments which Tenant may substitute for them will not result in any substantial disruption in or about the Building.

B. In connection with Tenant's use of the Premises, Tenant may use portions of the Premises for a lunch room, the operation of vending machines, coffee machines, microwave ovens, refrigerators, electronic data processing equipment, a computer room, telephone switch, computer equipment, conference rooms, and other functions or facilities that commonly exist in space leased for general office purposes in first-class office buildings in downtown Chicago.

C. In the event Landlord consents to a Transfer pursuant to Section 14 hereof, the transferee shall occupy and use the Premises only as non-governmental business offices.

D. Except to the extent provided to the contrary in this Lease, Tenant shall, at its own cost and expense, comply with all federal, state and municipal laws, ordinances, rules and regulations and all covenants, conditions and restrictions of record which relate to the condition, use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances, other than in the ordinary course of office business, to be brought upon, produced, store, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord. Any such hazardous or toxic substances can be brought upon, produced, stored, used, discharged or disposed of in, on, or about the Premises only in compliance with all applicable environmental laws.

4. Condition Of Premises.

No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, has been made by or on behalf of Landlord or relied upon by Tenant, except as stated in the Workletter and in the Base Building Definition attached hereto as (Sub)Exhibits E and F.

5. Building Services.

The quality of Building services furnished by Landlord shall be consistent with those provided by other first-class office buildings in downtown Chicago.

A. Basic Services. Landlord shall furnish the following services: (i) heating, ventilating and air conditioning in accordance with the design specifications attached hereto as (Sub)Exhibit G, daily from 8:00 A.M. to 6:00 P.M. (Saturday, from 8:00 A.M. to 1:00 P.M.), Sundays and Holidays (as hereinafter defined) excepted; (ii) condenser water for supplementary air conditioning units, which shall be paid for by Tenant at Landlord's direct cost; (iii) cold water for drinking fountains and office kitchens and warm and cold water for restrooms; Landlord shall also furnish warm water for office kitchens from the Building supply if Tenant elects to tap into the Building supply in lieu of installing individual water heaters for such purpose; (iv) men's and women's restrooms at the locations that currently exist, in common with other tenants on the floor of the Premises to the extent that any floor is a multi-tenant floor; (v) daily janitor service in the Premises and common areas of the Building, as set forth in the Cleaning Specifications attached hereto as (Sub)Exhibit H, weekends and Holidays excepted, including periodic outside window washing of the perimeter windows in the Premises not less than three times per year; (vi) automatic passenger elevator service in common with Landlord and other tenants of the Building, twenty-four (24) hours a day, seven (7) days a week; and freight elevator service (and use of the loading dock and related entrances) daily from 7:30 A.M. to 5:00 P.M., weekends and Holidays excepted, upon request of Tenant and subject to scheduling with Landlord for use outside of the hours just mentioned or on weekends or Holidays; (vii) prompt removal of snow, ice and debris from sidewalks abutting the Building; and (viii) security twenty-four (24) hours a day, consistent with a first-class office building, including a twenty-four (24) hour, on-site lobby attendance and a surveillance system of cameras and monitors for the purpose of monitoring entrances not monitored by an attendant and ground floor elevator lobbies. As used herein, the term "Holidays" shall mean New Year's Day, Memorial Day, July 4th (and the Monday or Friday after or before if July 4 is on a weekend), Labor Day, Thanksgiving Day and Christmas Day, and other days generally recognized as Holidays from time to time by first-class office buildings in downtown Chicago.

Landlord shall furnish heating, ventilating and air conditioning service at times other than those stated above upon notice from Tenant by 2:00 P.M. the same day for service that evening and 2:00 P.M. on the last business day prior to a weekend or Holiday for service over the weekend or on a Holiday.

If Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, and

Landlord can demonstrate such effect, Tenant shall install (and if Tenant does not do so following reasonable notice from Landlord, Landlord may install) supplementary air conditioning units in the Premises; and Tenant shall pay the cost of installation, operation and maintenance thereof.

To the extent that Tenant initially requires less than the 60 tons of condenser water capacity which is stated in the Base Building Definition to be available for Tenant's use, Tenant may thereafter elect to increase its use of condenser water up to such stated capacity, without charge by Landlord, but shall give Landlord not less than thirty (30) days notice of Tenant's need to do so and of the required amount of additional condenser water capacity, up to such 60 tons of capacity.

If Tenant desires additional or supplemental janitor services for the Premises, Tenant may request pursuant to Section 5.D below that Landlord furnish such additional or supplemental services, or Tenant may contract directly for such additional or supplemental services provided that (i) each contractor for such services (if not the Building's contractor) shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld provided that such contractor is reputable and experienced in providing quality services in first-class downtown Chicago office buildings; (ii) such contractor shall use union labor only if Landlord so requests, shall not interfere with other janitor or cleaning services or other contractors or service personnel provided by Landlord in the Building and shall observe Landlord's rules and regulations for the Building, including, without limitation, those relating to security and ingress and egress to and from the Building; and (iii) Tenant shall arrange to be billed directly by such contractor.

The low-rise and mid-rise portions of the Building are each served by eight passenger elevators and the high-rise portion of the Building is served by six passenger elevators. Subject to the provisions of Sections 5.E and 7 below and to the Rules and Regulations of the Building, Landlord shall keep in service as passenger elevators at least eight elevators for the low-rise portion of the Building, seven elevators for the mid-rise portion of the Building and five elevators for the high-rise portion of the Building during the Term so long as, with respect to any elevator bank, any of the Premises are located in such portions of the Building.

B. Electricity. The Premises are currently separately metered for electrical use. Electricity shall be distributed to the Premises by the electric utility company serving the Building; and Landlord shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for such distribution. Landlord represents that the Building's existing wire and conduits are available, suitable and safe to carry to the Premises the electric service set forth in the Base Building Definition. Tenant shall obtain all of its electricity from the electric utility company and shall pay the electric utility company directly for electric current furnished to the Premises. The Workletter provides that

Landlord will provide electricity to Premises B during the period of construction in Premises B at Landlord's cost. Electricity used during the performance of janitor service, or the making of any alterations or repairs in the Premises, or the operation of any special air conditioning systems serving the Premises shall be paid for by Tenant. Tenant shall be permitted at its sole cost and expense to upgrade the electrical service to the Premises with Landlord's prior written approval, which shall not be unreasonably withheld.

C. Telephones. Tenant shall arrange for telephone service directly with one or more of the public telephone companies servicing the Building and shall be solely responsible for paying for such telephone service. Landlord shall permit Tenant to have access to the communication risers and telephone cables and lines described in the Base Building Definition, and to connect to such cables and lines at the terminal block on each floor, on such terms and conditions as Landlord may reasonably prescribe.

D. Additional Services. Landlord shall furnish other services which Landlord is capable of providing, as reasonably requested by Tenant upon such notice as is specified above or, if not specified above, upon reasonable prior written notice to Landlord, in addition to those stated above (including services at times other than those stated above). Tenant shall pay (i) for heating, ventilating, air conditioning and freight elevator service at times other than those stated in Section 5.A, Landlord's direct out-of-pocket cost and (ii) for all other services (whether or not specifically referred to herein), Landlord's actual cost to furnish such services. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. At Tenant's request, Landlord shall purchase and install light bulbs, ballasts and starters to be paid for by Tenant at Landlord's actual cost, or Tenant may instead purchase and install its own light bulbs, ballasts and starters.

E. Failure or Delay in Furnishing Services. (i) Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above if such failure or delay is caused, in whole or in part, by any one or more of the events stated in Section 23.J below, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due or from any other obligations of Tenant under this Lease, except as expressly provided herein.

(ii) Notwithstanding the provisions of subparagraph (i) above, if as a result of any failure or delay in furnishing any service stated above (except for any additional service referred to in Section 5.D, and unless such failure or delay is a result of the act or neglect of Tenant or any of its

agents, servants, employees, guests, licensees or invitees, or is a result of a fire or other casualty (which shall be governed by Section 12 hereof) or as a result of any Additional Covered Cause (as hereinafter defined), more than 10,000 Rentable Square Feet of the Premises is rendered untenable for a period in excess of three (3) consecutive business days (and Tenant does not, in fact, conduct business from the Premises or the untenable portion thereof during such period), then commencing upon the fourth (4th) business day of such untenable (or any earlier date commencing on which Landlord will be reimbursed through business interruption or rent loss insurance for loss of rent if rent abates hereunder) and continuing until such failure, delay or Additional Covered Cause is corrected, Base Rent and Adjustment Rent hereunder shall abate in the proportion which the area of the Premises rendered untenable and not, in fact, occupied by Tenant for the conduct of business bears to the entire Premises (taking into account, with respect to abatement of Base Rent for any period during which the rates of Base Rent for Premises A and Premises B vary, the respective rates of Base Rent for Premises A and Premises B set forth in Item 3 of the Schedule); provided, however, that if as to any floor of the Premises only a portion of the area on such floor occupied by any single department of Tenant is untenable, but the untenability of such portion results in the entire area on such floor occupied by such department being rendered unusable for the conduct of Tenant's business and Tenant does not occupy such larger area because of the untenability of the portion of the area on such floor occupied by such department, then such larger area shall be deemed to be untenable for purposes of this Section 5.E. Notwithstanding any of the provisions of the preceding sentence, in the case of any Additional Covered Cause Bases Rent and Adjustment Rent shall abate hereunder only to the extent of the proceeds of business interruption or rent loss insurance paid to Landlord. As used herein, the term "Additional Covered Cause" shall mean any circumstance (including, without limitation, any failure or delay in furnishing any service stated above which is a result if the act or neglect of Tenant or any of its agents, servants, employees, guests, licensees or invitees), other than a fire or other casualty (which shall be governed by Section 12 hereof), in which Landlord will be reimbursed through business interruption or rent loss insurance for loss of the rent if rent abates as a result thereof. Landlord agrees to purchase and keep in force and effect business interruption or rent loss insurance at least comparable to that customarily carried from time to time by prudent landlords of first-class office buildings in downtown Chicago. Such insurance shall not exclude coverage for acts or neglect of Tenant or its agents, servants, employees guests, licensees or invitees to the extent that such coverage is generally available from time to time at commercially reasonable rates.

(iii) If as a result of any failure or delay in furnishing any service stated above (except for any additional service referred to in Section 5.D, and unless such failure or delay is a result of the act or neglect of Tenant or

any of its agents, servants, employees, guests, licensees or invitees, or is a result of fire or other casualty (which shall be governed by Section 12 hereof)), more than 10,000 Rentable Square Feet of the Premises is rendered untenable for a period in excess of the Allowable Repair Period (as hereinafter defined) (and Tenant does not, in fact, conduct business from the Premises or untenable portion thereof during such period), then Tenant shall have the right to elect to either (a) terminate this Lease by notice to Landlord given during the ten (10) business day period following the end of the Allowable Repair Period and prior to correction of such failure or delay or (b) extend the Allowable Repair Period as hereinafter provided. As used herein, the term "Allowable Repair Period" shall mean the two hundred seventy (270) day period commencing on the first business day of such failure or delay; provided, however, that Tenant may elect by notice to Landlord given during the ten (10) business day period following the end of the Allowable Repair Period, as it may have been previously extended, to extend the Allowable Repair Period in not less than thirty (30) day increments for not more than an aggregate of one hundred eighty (180) days beyond the end of such initial two hundred seventy (270) day period, but Landlord shall not be obligated to proceed with any repairs during any extension of the Allowable Repair Period by election of Tenant unless the length of such extension at least equals Landlord's reasonable estimate at the time of such extension, as communicated to Tenant in advance by Landlord, of the additional time which will be required to complete such repairs. Landlord shall use reasonable diligence, subject to delays on account of any of the occurrences referred to in Section 23.J below, to complete repairs to the Building which are within Landlord's reasonable control as soon as reasonably possible. If this Lease is terminated pursuant to this Section 5.E, Base Rent and Adjustment Rent shall be apportioned to and shall cease upon such termination.

F. Conference Room. Tenant shall be entitled to use the Building's conference room without charge one half day (or four (4) hours) per week subject to advance scheduling by other tenants (and, to the extent reasonable, the Office of the Building) with Landlord. Landlord presently provides a conference room for the use of tenants of the Building on the 32nd floor of the Building, in the location indicated on the floor plan attached hereto as (Sub)Exhibit I, which can be divided into two conference rooms. Tenant shall advise Landlord when scheduling the use of the conference room of the number of people who will be present, so that Landlord can, if feasible, divide the room and permit use of the other part at the same time. To the extent that Tenant does not schedule the use of the conference room during any week of any calendar year for the full amount of time referred to in the first sentence of this Section 5.F, the balance of such time may be carried forward by Tenant for later use during such calendar year, but may not be used in any succeeding calendar year. Tenant shall also be entitled to additional use of the Building's conference room subject to advance scheduling with Landlord by other tenants and, to the extent reasonable, the Office of the Building

and at Landlord's then current charges. The current charges for use of the conference room are \$50.00 for a half day and \$100.00 for a full day.

6. Rules And Regulations.

Tenant shall observe and comply, and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with the Rules and Regulations listed on (Sub)Exhibit J attached hereto and with such reasonable modifications and additions thereto as Landlord may make from time to time. Landlord shall not be liable for failure of any person to obey the Rules and Regulations. Landlord shall not be obligated to enforce the Rules and Regulations against any person, and the failure of Landlord to enforce any such Rules and Regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith, provided, however, that Landlord shall not enforce such Rules and Regulations in a manner which unreasonably interferes with Tenant's use of the Premises or discriminates against Tenant.

7. Certain Rights Reserved To Landlord.

Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant unless the specific subparagraph states otherwise and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent, except as expressly provided herein, or any other claim: (a) to change the name or street address of the Building upon ninety (90) days prior written notice to Tenant; (b) subject to the provisions of Section 24 hereof, to install, affix and maintain any and all signs on the exterior or interior of the Building (except in the Premises); (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, provided that Landlord maintains the first-class image of the Building, and for such purposes, to enter upon the Premises, temporarily close doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use of common areas (provided that if Tenant is denied access to or use of the Premises as a result thereof (it being understood that access to the Premises shall be considered to have been denied if elevator service to the Premises is not provided, even though stairways are available), Tenant shall have the rights hereinafter set forth, and Tenant agrees to pay Landlord's direct cost for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request, provided, however, Landlord agrees that if any such work is done within the Premises, Landlord shall provide reasonable prior notice to Tenant, except in the case of an emergency, and shall not unreasonably interfere with Tenant's use of the Premises; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to

reserve unto itself the exclusive right to conduct any business or render any service in the Building consistent with operation of a first-class office building; (f) to show the Premises to prospective tenants during the last twenty-four (24) months of the Term at reasonable times and upon reasonable prior notice, and to show the Premises to others or inspect the Premises at reasonable times and upon reasonable prior notice except in the case of an emergency, and, if abandoned, to prepare the Premises for reoccupancy; (g) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building, provided that such installations, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, marketing, or preservation of the Building; and (i) to approve the weight, size, and location of safes or other heavy equipment or articles, which articles may be moved in, about, or out of the Building or Premises at Tenant's sole risk and responsibility, only at such times and in such manner as Landlord shall direct.

If Tenant is denied access to or use of the Premises as a result of Landlord's exercise of the rights reserved in clause (c) of the preceding paragraph, Base Rent and Adjustment Rent shall abate until access or use is restored; and if Tenant is denied access to or use of the Premises as a result thereof for a period in excess of the Allowable Restoration Period (as hereinafter defined), then Tenant shall have the right to elect to either (a) terminate this Lease by notice to Landlord given during the ten (10) business day period following the end of the Allowable Restoration Period and prior to access to and use of the Premises being restored or (b) extend the Allowable Restoration Period as hereinafter provided. As used herein, the term "Allowable Restoration Period" shall mean the two hundred seventy (270) day period commencing on the first business day of the period for which Tenant is denied access to or use of the Premises; provided, however, that Tenant may elect by notice to Landlord given during the ten (10) business day period following the end of the Allowable Restoration Period, as it may have been previously extended, to extend the Allowable Restoration Period in not less than thirty (30) day increments for not more than an aggregate of one hundred eighty (180) days beyond the end of such initial two hundred seventy (270) day period, but Landlord shall not be obligated to proceed with any repairs during any extension of the Allowable Restoration Period by election of Tenant unless the length of such extension at least equals Landlord's reasonable estimate at the time of such extension, as communicated to Tenant in advance by Landlord, of the additional time which will be required to complete such repairs. Landlord shall use reasonable diligence, subject to delays on account of any of the occurrences referred to in Section 23.J below, to complete repairs which are within Landlord's reasonable control as soon as reasonably possible. If this Lease is terminated pursuant to this Section 7, Base Rent and Adjustment Rent shall be apportioned to and shall cease upon such termination.

8. Maintenance And Repairs.

Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term, reasonable wear and tear excepted. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, contractors and agents, to the extent Landlord is not reimbursed for such costs under its insurance policies. Landlord shall reimburse Tenant for the cost of any repairs to the Premises necessitated by the acts or omissions of Landlord, its invitees, employees, contractors and agents, to the extent Tenant is not reimbursed for such costs under its insurance policies. Landlord shall perform any maintenance or make any repairs to the Building as Landlord shall desire or deem reasonably necessary for the safety, operation or preservation of the Building or as Landlord may be required or requested to do by the order or decree of any court or by any other proper authority, and Landlord may cause Tenant to perform any maintenance or make any repairs to the Premises as Landlord shall deem reasonably necessary for the safety, operation or preservation of the Building or as Landlord may be required or requested to do by the order or decree of any court or by any other proper authority. If, following reasonable notice from Landlord, Tenant does not perform any such maintenance or make any such repairs to the Premises which are the responsibility of Tenant under this Lease, Landlord may do so, in which case Tenant shall reimburse Landlord for Landlord's actual cost of such repairs.

Landlord, at its expense, subject to reimbursement by Tenant through Adjustment Rent, as provided in Section 2(B)(ii) hereof, shall maintain, repair and replace, as reasonably necessary and expected for first class office buildings in downtown Chicago, the components of the Building referred to in the Base Building Definition attached hereto, including, without limitation, (i) the sprinkler and HVAC systems (including without limitation all Building air handlers, chillers, the cooling towers and loops, but excluding the air conditioning systems specifically installed to serve Tenant's computer facilities and other specialized air handlers or systems installed in the Premises or common areas serving the Premises), (ii) broken or damaged glass (excluding all interior windows, window frames or other glass located within the Premises), (iii) the exterior walls and roof and exterior structures of the Building, including sidewalks, (iv) the common areas located outside the Premises, including common entrances, corridors, doors, windows, loading dock, stairways and elevators, (v) the common facilities located on floors of the Building on which portions of the Premises are located, including stairways, elevators and lavatory facilities, and (vi) the plumbing and electrical lines and equipment located outside but serving the Premises; provided, however, that Landlord shall not be required to make any repairs with respect to any alterations by Tenant or any of its agents, employees, independent contractors, subtenants, patrons, customers or invitees, but such repairs may be made by Landlord, in its sole and absolute discretion, if Tenant does not make them following reasonable

notice from Landlord, in which case Tenant shall reimburse Landlord for Landlord's actual cost of such repairs.

9. Alterations.

A. Requirements. Upon prior written notice to Landlord describing the nature and extent of the proposed alterations in reasonable detail, Tenant may perform cosmetic alterations, such as painting, wall covering, carpeting (or other flooring) and the installation or movement of movable work stations which does not involve electrical lines or systems, in the Premises without Landlord's consent. Tenant shall not make any other replacement, alteration, improvement or addition to or removal from the Premises, or any replacement, alteration, improvement or addition to or removal from any mechanical, structural, electrical or plumbing system within the Premises (each, an "Alteration") without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In the event Tenant proposes to make any Alteration, Tenant shall, prior to commencing such Alteration, submit to Landlord for prior written approval detailed plans and specifications where such are appropriate for the work to be performed. Within ten (10) business days after receipt of such plans and specifications, Landlord shall either approve or disapprove of such Alterations. If Landlord disapproves of any Alterations, Landlord shall state the reasons for such disapproval in writing with reasonable specificity, after which Tenant may revise and resubmit the plans and specifications for such Alterations for Landlord's approval. Landlord's approval of plans and specifications and of revisions thereof shall not be unreasonably withheld or delayed. Prior to the commencement of such work, Tenant shall provide Landlord with (i) the names and addresses of all contractors, which shall be subject to Landlord's approval, which shall not be unreasonably withheld; (ii) certificates of insurance in form and amounts reasonably required by Landlord, naming Landlord, its managing agent, and any other parties reasonably designated by Landlord as additional insureds and including, as reasonably required, builder's risk; and (iii) all other documents and information as Landlord may reasonably request in connection with such alteration. Tenant agrees to reimburse Landlord for actual out-of-pocket costs incurred by Landlord at competitive rates for review of any of the items referred to herein. Landlord will secure not-to-exceed quotations for any such costs, which shall be subject to Tenant's approval, which shall not be unreasonably withheld or delayed. Tenant shall be responsible for procuring all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements. Neither approval of the plans and specifications nor supervision of such Alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the equality of workmanship or the compliance of such Alteration with applicable law. Tenant shall pay the entire cost of all alterations, including the Alterations referred to above. Each alteration or Alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by

Landlord, if required, and shall meet or exceed the standards for construction and quality of materials as reasonably necessary and expected for first class office buildings in downtown Chicago. In addition, each alteration or Alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration or Alteration shall be performed at Tenant's option, by Landlord or by Tenant's contractor, reasonably acceptable to Landlord, under Landlord's oversight (but without any supervision fee or other charge to Tenant on account thereof) and in harmony with Landlord's employees, contractors and other tenants. Each alteration or Alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration or Alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease, which required removal shall be specified by Landlord when Landlord consents to Tenant's requested Alterations or, in the case of other alterations, in response to written request from Tenant. Any required removal of any of the Tenant Work (as defined in (Sub)Exhibit E) shall be specified by Landlord when Landlord approves the final plans for the Tenant Work, and Landlord will not require Tenant to remove any portion of the Tenant Work which constitutes ordinary office improvements.

B. Liens. Upon completion of any alteration or Alteration, Tenant shall promptly furnish Landlord with sworn owner's (Tenant's) and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration or Alteration. Tenant shall not permit any mechanic's lien to be filed against the Building, or any part thereof, arising out of any alteration or Alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within thirty (30) days thereafter, have such lien released of record or deliver to Landlord a bond in form and amount, and issued by a surety reasonably satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's reasonable expenses and reasonable attorneys' fees.

10. Insurance.

In consideration of the leasing of the Premises at the Rent stated herein, Landlord and Tenant agree to provide insurance and allocate the risks of loss as provided in this Section 10. The obligations of Tenant under Section

10.A below shall be satisfied by insurance obtained and maintained by Landlord to the extent provided in Section 10.A.

A. Tenant's Insurance. Except as hereinafter provided, Tenant, at its sole cost and expense but for the mutual benefit of Landlord and Tenant (when used in this Section 10 the term "Landlord" shall include Landlord's partners, officers, agents, servants and employees), agrees to purchase and keep in force and effect during the Term hereof, insurance which is available at commercially reasonable rates and otherwise carried by tenants in the area, under policies issued by insurers of recognized responsibility licensed to do business in the State of Illinois with a Best's rating of A+ XII or better on all alterations, additions, and improvements installed at Tenant's expense, and on all personal property located in the Premises, protecting Landlord and Tenant from damage or other loss caused by fire or other casualty, including but not limited to, vandalism and malicious mischief, perils covered by extended coverage, theft, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating and cooling or other apparatus, and other similar risks in amounts not less than the full replacement cost of such property, subject to reasonable and customary deductibles. Such insurance shall provide that it is primary and not contributory and shall contain a replacement cost endorsement. Such insurance shall also contain a clause pursuant to which the insurance carriers waive all rights of subrogation against the Landlord with respect to losses payable under such policies.

Tenant also agrees to maintain commercial general liability insurance, including contractual liability insurance and property damage insurance with respect to the Building and the Premises, covering Tenant as the insured party, and naming Landlord and its management agent as additional insureds, against claims for bodily injury and death and property damage occurring in or about the Premises, with a combined single limit of not less than \$5,000,000.00 for personal injury, sickness or death or for damage to or destruction of property for any one occurrence. Such insurance shall provide that it is primary and not contributory.

Tenant also agrees to maintain worker's compensation insurance for its employees in statutory limits and employer's liability coverage covering Tenant as the insured party, and naming Landlord and its management agent as additional insureds, of not less than \$500,000.00 each accident; \$500,000.00 disease, policy limit; and \$500,000.00 disease, per employee. Tenant may self-insure for such purposes if Tenant is approved as a self-insurer by the State of Illinois.

Notwithstanding the foregoing, Landlord shall procure the insurance coverage described above, except for worker's compensation insurance, on behalf of Tenant and furnish to Tenant (in care of Risk Manager, City of Chicago, 333 South State Street, Chicago, Illinois) certificates showing such coverage and that Tenant is a named insured with respect thereto.

Tenant shall reimburse Landlord for such coverage as additional rent within thirty (30) days after Landlord's submission to Tenant of an invoice for the same. If, however, the cost of such coverage at any time exceeds commercially reasonable rates, Tenant may elect, upon not less than thirty (30) days prior written notice to Landlord, to either obtain such coverage directly (in which case Tenant shall furnish the certificates hereinafter described within such thirty (30) day period) or to self-insure for the same to the extent set forth herein, provided that Landlord and its agents shall be protected to the same extent as if commercial insurance were purchased by Tenant. All self-insurance shall be deemed to include the waiver of subrogation set forth above in this Section 10.

Unless Landlord is procuring coverage for Tenant or Tenant has elected to self-insure as permitted herein, Tenant shall furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days prior written notice to Landlord and Tenant; such certificates shall be replaced at least ten (10) days prior to the expiration of any policy. In the event Tenant shall fail to procure such insurance, Landlord may at its option after giving Tenant no less than fourteen (14) days (or any lesser period between the giving of notice and the date which is five (5) days before the expiration of any policy) prior written notice of its selection to do so procure the same for the account of Tenant and the cost thereof shall be paid to Landlord as additional rent upon receipt by Tenant of bills therefor.

B. Landlord's Insurance. Landlord agrees to purchase and keep in force and effect commercial general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) and insurance on (i) the Building and (ii) the improvements in the Premises which were installed at Landlord's expense, against fire or other casualty, including but not limited to vandalism and malicious mischief, perils covered by extended coverage, theft, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating and cooling or other apparatus, and other similar risks in an amount not less than one hundred percent (100%) of full replacement cost, subject to reasonable and customary deductibles. Such insurance shall provide that it is primary and not contributory and shall contain a replacement cost endorsement and a clause pursuant to which the insurance carriers waive all rights of subrogation against the Tenant with respect to losses payable under such policies.

C. Risk of Loss. By this Section 10, Landlord and Tenant intend that the risk of loss or damage as described above be borne by responsible insurance carriers (or self-insurance program) to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and to seek recovery only from, their respective insurance carriers (or self-insurance program) in the event of a loss of a type described above to the

extent that such coverage is agreed to be provided hereunder. In the event of any conflict between the foregoing provisions and any other provisions of this Lease, the foregoing provisions shall govern and control. Landlord and Tenant agree that applicable portions of all monies collected from such insurance shall be used toward the full compliance with the obligations of Landlord and Tenant under this Lease in connection with damage resulting from fire or other casualty.

11. Tenant's And Landlord's Responsibilities.

To the extent permitted by law, Tenant shall assume the risk of responsibility for, have the obligation to insure against, and indemnify Landlord (and its management agent) and hold it harmless from, any and all claims against Landlord or its management agent for any loss of or damage or injury to Tenant's employees or any other person (including death resulting therefrom) or any property arising out of the act or failure to act of Tenant, its employees, agents and contractors, and Tenant hereby releases Landlord from any and all liability for same. Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend Landlord and its management agent against any claims asserted by reason of such loss, damage or injury and to pay any claims, judgements, settlements, costs, fees and expenses, including attorneys' fees, incurred by Landlord or its management agent in connection therewith. To the extent permitted by law, Landlord shall assume the risk of responsibility for, have the obligation to insure against, and indemnify Tenant and hold it harmless from, any and all claims against Tenant for any loss of or damage or injury to any other person (including death resulting therefrom) or any property arising out of the act or failure to act of Landlord, its employees, agents and contractors, and Landlord hereby releases Tenant from any and all liability for same. Landlord's obligation to indemnify Tenant hereunder shall include the duty to defend Tenant against any claims asserted by reason of such loss, damage or injury and to pay any claims, judgements, settlements, costs, fees and expenses, including attorneys' fees, incurred by Tenant in connection therewith. The provisions of this Section 11 are subject to the provisions of Section 10.C above, but, subject thereto, shall survive the expiration or earlier termination of this Lease.

Tenant acknowledges that it has received from Landlord a copy of a Phase I report prepared by ATC/Diagnostic Environmental, Inc., dated December 27, 1993 (the "ATC Report"). Landlord represents that, to the best of its knowledge, the ATC Report is the only environmental report which Landlord received in conjunction with its purchase of the Building. Landlord has not commissioned any other environmental report concerning the Building.

12. Fire Or Other Casualty.

A. Damage or Destruction. (i) If either the Premises or the Building should be damaged or destroyed by fire or other casualty so as to render any portion of the Premises untenable, Landlord shall notify Tenant within thirty (30) days after the date of the fire or other casualty of Landlord's reasonable opinion (which shall take into account, in the case of any substantial fire or other casualty, the judgment of a qualified, reputable architect or other person having at least ten (10) years experience in the construction industry who shall be reasonably acceptable to Tenant and shall be consulted by Landlord for such purpose) of the amount of time which will be required to reconstruct or restore such damage in accordance with the provisions of Section 12.B below. If, in Landlord's reasonable opinion as aforesaid, such damage cannot be reconstructed or restored in accordance with the provisions of Section 12.B below within three hundred and sixty-five (365) days after the date of such fire or other casualty, either party hereto may, at its option, terminate this Lease by giving written notice to that effect to the other on or within thirty (30) days after the date on which Landlord gives Tenant the notice referred to above in this Section 12(A)(i).

(ii) If the Building should be damaged or destroyed by fire or other casualty so as to render any portion of the Building untenable but neither the Premises nor any portion thereof is rendered untenable as a result thereof, Landlord may notify Tenant within thirty (30) days after the date of the fire or other casualty of Landlord's reasonable opinion (which shall take into account the judgment of a qualified, reputable architect or other person having at least ten (10) years' experience in the construction industry who shall be reasonably acceptable to Tenant and shall be consulted by Landlord for such purpose) of the amount of time which will be required to reconstruct or restore such damage. If, in Landlord's reasonable opinion as aforesaid, such damage cannot be reconstructed or restored within three hundred and sixty-five (365) days after the date of such fire or other casualty, Landlord may, at its option, terminate this Lease by giving written notice to that effect to Tenant on or within thirty (30) days after the date on which Landlord gives Tenant the notice referred to above in this Section 12(A)(ii), provided that (a) leases covering at least fifty percent (50%) of the Rentable Square Feet in the Building determined by reference to the sum of the rentable areas set forth on (Sub)Exhibit C attached hereto (taking this Lease into account) are terminated on account of such fire or other casualty, (b) if Landlord is entitled as a result of such fire or other casualty to terminate leases covering more than fifty percent (50%) of the Rentable Square Feet in the Building (as to determined), Landlord elects generally to terminate all leases in the Building which Landlord is entitled to terminate on account of such fire or other casualty, and (c) Landlord elects to demolish, not operate or substantially reconfigure the Building or determines, in its reasonable judgment, that it is reasonably necessary to terminate leases of premises in the Building in order to perform the

restoration and repairs which will be performed following such fire or other casualty.

(iii) Notwithstanding any of the foregoing, if any such fire or other casualty rendering all or a substantial portion of the Premises untenable occurs during the last twelve (12) months of the term of this Lease, Tenant shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice to that effect to Landlord within thirty (30) days thereafter. Landlord shall not have the right to terminate this Lease pursuant to the preceding sentence, but shall also not have any obligation to reconstruct or restore the damage resulting from such fire or other casualty.

(iv) If this Lease is terminated pursuant to any provision of this Section 12.A, Base Rent and Adjustment Rent shall be apportioned to and shall cease as of the date of such fire or other casualty.

B. Restoration. (i) If this Lease is not terminated, Landlord shall proceed to reconstruct and restore (a) any damaged portions of the Premises, (b) damage to portions of the Building systems and common facilities (as described in the Base Building Definition attached hereto) which serve the Premises and (c) the common areas and exterior of the Building, at Landlord's expense, to substantially the same condition as they were prior to the casualty, subject to Landlord's rights to modify such Building systems, common facilities, common areas and exterior of the Building pursuant to Section 7 hereof; provided, however, Landlord shall only be responsible for reconstructing or repairing those improvements in the Premises which are covered by insurance (including any self-insurance program maintained by Tenant) maintained pursuant to Section 10, and then only to the extent that the proceeds of insurance maintained by Tenant (or the cost of reconstruction and repair, in the case of self-insurance) are paid to Landlord for such purpose as and when due from Landlord to its contractors. The reconstruction and restoration shall be performed in a good workmanlike manner, shall meet or exceed the standards for construction and quality of materials as reasonably necessary and expected for the first-class office buildings in downtown Chicago, and shall be performed in compliance with all applicable building, zoning, land use and environmental laws, ordinances, rules and regulations and insurance company requirements.

(ii) Base Rent and Adjustment Rent hereunder shall abate from the date of the casualty in the proportion which the area of the Premises which is untenable from time to time, if any, bears to the entire Premises (taking into account, with respect to abatement of Base Rent for any period during which the rates of Base Rent for Premises A and Premises B vary, the respective rates of Base Rent for Premises A and Premises B set forth in Item 3 of the Schedule); provided, however, that is as to any floor of the Premises only a portion of the area on such floor occupied by any single department of Tenant is untenable, but the untenability of such portion results in the entire area on such floor occupied by such department

being rendered unusable for the conduct of Tenant's business and Tenant does not occupy such larger area because of the untenability of the portion of the area on such floor occupied by such department, then such larger area shall be deemed to be untenable for purposes of this Section 12(B)(ii).

(iii) In the event Landlord undertakes reconstruction or restoration of the Premises, the Building systems and common facilities which serve the Premises and the common areas and exterior of the Building, Landlord shall use reasonable diligence in completing such reconstruction and repairs, but in the event Landlord fails to substantially complete the same within the Allowable Reconstruction Period (as hereinafter defined), then Tenant shall have the right to elect to either (a) terminate this Lease by notice to Landlord given during the ten (10) business day period following the end of the Allowable Reconstruction Period and prior to substantial completion of such reconstruction and repairs or (b) extend the Allowable Reconstruction Period as hereinafter provided. As used herein, the term "Allowable Reconstruction Period" shall mean the three hundred sixty-five (365) day period commencing on the date of such fire or other casualty; provided, however, that if such reconstruction or repairs are delayed on account of any of the occurrences set forth in Section 23.J below, the Allowable Reconstruction Period shall be extended, but not by more than an aggregate of ninety (90) days, by any delay attributable to any of the occurrences set forth in Section 23.J (except that if reconstruction and repair of any damage to the exterior of the Building is delayed on account of any of the occurrences set forth in Section 23.J below but Landlord is otherwise proceeding with such reconstruction and repair with reasonable diligence, and provided that the Premises are tenantable, the Allowable Reconstruction Period shall be extended with respect to the exterior of the Building only by up to an aggregate of two hundred seventy (270) days by any delay attributable to any of the occurrences set forth in Section 23.J); and provided, further, however, that Tenant may elect by notice to Landlord given during the ten (10) business day period following the end of the Allowable Reconstruction Period, as it may have previously extended, to extend the Allowable Reconstruction Period in not less than thirty (30) day increments for not more than an aggregate of one hundred eighty (180) days beyond the end of such initial three hundred sixty-five (365) day period, as it may be extended to the extent permitted above by any delay attributable to any of the occurrences set forth in Section 23.J, but Landlord shall not be obligated to proceed with such reconstruction and repairs during any extension of the Allowable Reconstruction Period by election of Tenant unless the length of such extension at least equals Landlord's reasonable estimate at the time of such extension, as communicated to Tenant in advance by Landlord, of the additional time which will be required to complete such reconstruction and repairs (which shall take into account the judgment of a qualified, reputable architect or other person having at least ten (10) years experience in the construction industry who shall be reasonably acceptable to Tenant and shall be consulted by Landlord for such purpose). Subject to the foregoing, Landlord shall use reasonable diligence during any extension of the

Allowable Reconstruction Period to complete such reconstruction and repairs as soon as reasonably possible.

(iv) If this Lease is terminated pursuant to this Section 12.B, Base Rent and Adjustment Rent shall be apportioned to and shall cease upon such termination and both parties shall be released from all further obligations and liability hereunder.

13. Condemnation.

If the Premises or the Building is rendered untenable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation. If such condemnation does not render the Premises or the Building untenable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation for any condemnation. Notwithstanding any other provisions of this Lease, Tenant shall have the right to make a separate claim with the condemning authority for the value of Tenant's property and/or moving and relocation expenses; provided, however, that such separate award shall not reduce or adversely affect Landlord's recovery of the amount of Landlord's award.

14. Assignment And Subletting.

A. Landlord's Consent. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld to the extent provided in Section 14.B below: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder. For the purposes of this paragraph, in the event any

assignee at any time of this Lease is a corporation or partnership, the transfer (whether direct or indirect) of all or a majority of the capital stock in such corporate Tenant (other than the shares of the capital stock of a corporate Tenant whose stock is publicly traded) or the merger, consolidation or reorganization of such Tenant or the transfer of all or a majority of any general partnership interest in such partnership Tenant or a transfer of the majority of the limited partnership interests in any Tenant which is a limited partnership shall be considered a Transfer.

B. Standards for Consent. If Tenant desires the consent of Landlord to a transfer, Tenant shall submit to Landlord, at least forty-five (45) days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may reasonably require about the proposed Transfer and the transferee. If Landlord is not entitled to or does not terminate this Lease, in whole or in part, pursuant to Section 14.C, Landlord shall not unreasonably withhold its consent to any assignment or sublease, which consent or lack thereof shall be provided in writing within ten (10) business days after receipt of Tenant's notice. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used in leasing first-class office buildings in downtown Chicago; (ii) in the case of an assignment, the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the transferee is a tenant of and negotiating for additional space in the Building, if such additional space is available elsewhere in the Building; (iv) the transferee is a governmental unit; (v) Tenant is in Default under this Lease (it being understood that Tenant may again request such consent following cure of any Default which is cured without termination of this Lease or of Tenant's right to possession); or (vi) in the judgment of Landlord, such a Transfer would violate any term, condition, covenant, or agreement of the Landlord involving the Building or any other tenant's lease within it; provided that the foregoing shall not be deemed to be exclusive of other reasons for which Landlord may reasonably withhold its consent.

C. Recapture. Except in the case of a sublease of a portion of the Premises when the space which Tenant proposes to sublease, taken together with all other portions of the Premises then subleased by Tenant for a term or terms which will be in any part concurrent with the term of the proposed sublease, will not exceed seventy-five percent (75%) of the Rentable Square Feet of the Premises, Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a proposed Transfer. Landlord may exercise such right to terminate by giving notice to Tenant at any time within ten (10) days after the date on which Tenant has given Landlord notice of its desire to effect a Transfer, identifying the portion of the Premises covered by the proposed Transfer, and the desired effective date of such Transfer. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions (if applicable) erected

at the expense of Landlord) on the later of (i) the effective date of the proposed Transfer, or (ii) thirty (30) days after the date of Landlord's notice of termination. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into one or more leases of such portion of the Premises without incurring any liability to Tenant on account thereof. If Landlord does not exercise such right to terminate, then Tenant may proceed to contact and negotiate with potential transferees during the Applicable Negotiation Period (as hereinafter defined). If Tenant shall have failed to procure a transferee during the Applicable Negotiation Period but continues to desire to effect a Transfer, Tenant shall again give the notice referred to above and Landlord shall again have the option to terminate set forth herein. As used herein, the term "Applicable Negotiation Period" shall mean the period beginning on the date of Tenant's notice to Landlord of a desired Transfer (or on any earlier date on which Tenant may have begun to contact and negotiate with potential transferees) and continuing until (a) six (6) months, if the portion of the Premises covered by the proposed Transfer is a single full floor of the Building or is less than a full floor, (b) twelve (12) months, if the portion of the Premises covered by the proposed Transfer is seventy-five percent (75%) or more of the Rentable Square Feet of the Premises or if the Transfer will be an assignment, or (c) nine (9) months, in all other cases, after the effective date of the proposed Transfer set forth in Tenant's notice plus, if Tenant is negotiating with a particular potential transferee at the time such period expires, such additional period during which Tenant continues to negotiate with such potential transferee.

D. Excess Rent; Expenses. If Landlord consents to any Transfer, or if any Transfer is made by Tenant as debtor or debtor in possession or by a trustee in bankruptcy for Tenant, Tenant shall pay to Landlord fifty percent (50%) of all rent and other consideration received by Tenant in excess of Base Rent and Adjustment Rent paid by Tenant hereunder for the portion of the Premises so transferred, after Tenant recovers all reasonable leasing costs including, without limitation, marketing, advertising, legal, accounting and brokerage fees and commissions, and rent abatements, construction allowances and any and all other concessions made to such transferee. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord any reasonable attorney's or other fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer, but not more than \$1,000.00.

E. Transfer to Affiliate. Notwithstanding anything contained in this Section 14 to the contrary, Tenant shall have the right to effect a Transfer upon notice to Landlord and after furnishing to Landlord such information about the proposed transaction and the proposed Tenant and its anticipated use and occupancy of the Premises as Landlord may reasonably require in order to confirm compliance with the provisions of this Section 14.E, but without Landlord's consent, to (a) any entity which controls, is controlled by or is under common control with Tenant (including any parent of Tenant) or (b) any entity resulting from a merger or consolidation with Tenant or (c) any entity resulting from a reorganization of Tenant, provided that any such

transaction shall not result in any material adverse change in the financial condition of Tenant and that, in the case of any assignment, such assignee will have sufficient net worth immediately following such assignment to perform the obligations of Tenant under this Lease and executes an instrument assuming the obligations of Tenant under this Lease. No such assignment or sublease shall release Tenant from any covenant or obligation under this Lease.

15. Surrender.

Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty expected. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner; and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant; or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense, which shall be Landlord's actual cost of removal, without notice to Tenant and without obligation to compensate Tenant.

16. Defaults And Remedies.

A. Default. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within ten (10) days after written notice from Landlord (which notice may be in the form of a Landlord statutory five (5) day notice); (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after written notice from Landlord; provided that such thirty (30) day period shall be extended if such failure cannot reasonably be cured within thirty (30) days so long as Tenant is working diligently to correct such failure and does, in fact, cure such failure as soon as reasonably possible; (iii) Tenant abandons or vacates the Premises without notice to Landlord; (iv) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty (30) days

after filing; or (v) any matter which is deemed, pursuant to Section 18 hereof, to be a Default by Tenant.

B. Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

C. Termination of Right to Possession. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to mitigate damages by reletting the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Tenant shall reimburse Landlord for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration, redecorating, repairs, and other expenses incurred to secure a new tenant for the Premises, but such costs and expenses shall not exceed the present value (discounted at an annual interest rate of five percent (5%)) of the total Rent due under this Lease. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

D. Termination of Lease. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date exceed Landlord's estimate of the fair rental value of the Premises for the same period (after deducting from such fair rental value the time needed to relet the Premises, plus Landlord's estimate of the aggregate expenses of reletting the Premises, plus the amount of concessions which would normally be given to a new tenant) both discounted to present value at the rate of five percent (5%) per annum.

E. Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all

costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

F. Bankruptcy. If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and Landlord expressly reserves all of its rights, claims, and remedies thereunder.

G. Venue. If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the federal or state courts located in Chicago, Illinois. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

H. Waiver of Condition. In any instance in which this Lease provides that it is a condition to the exercise by Tenant of a right granted to it or a condition to the occurrence of any event that Tenant shall not be in Default under this Lease, Landlord may, in its sole and absolute discretion, waive such condition, notwithstanding anything contained herein which may appear to be to the contrary.

17. Holding Over.

If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay to Landlord, for each day of such holding over, Base Rent at one hundred fifty percent (150%) and Adjustment Rent at one hundred percent (100%) of the respective per diem rates (computed on the basis of a year of 365 days) in effect immediately preceding such holding over (or at Landlord's option in the case of Adjustment Rent, at the per diem rate for the period of such holding over calculated (on the basis of a year of 365 days) as though such period were within the Term). Notwithstanding the foregoing, if such retention of possession continues for more than ninety (90) days, Tenant will pay for each day of such retention of possession exceeding ninety (90) days Base Rent and Adjustment Rent at two hundred percent (200%) of the per diem rates (computed on the basis of a year of 365 days) in effect immediately prior to such holding over (or at Landlord's option in the case of Adjustment Rent, at the per diem rate for the period of such holding over calculated (on basis of a year of 365 days) as though such period were within the Term). Tenant shall also pay, indemnify and defend Landlord from and

against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over, but, provided Tenant continues to comply with all obligations of Tenant under this Lease, including but not limited to payment of Rent as set forth above in this section, Tenant shall not be responsible for such damages of Landlord with respect to the first ninety (90) days of such holding over.

The provisions of this section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

18. Estoppel Certificate.

Tenant and Landlord each agree that, from time to time upon not less than ten (10) business days prior request by the other, the requested party shall execute and deliver to the other party a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that the requesting party is not in default under this Lease, or, if the requested party believes the other is in default, the nature thereof in detail; (v) that the requested party has no off-sets or defenses to the performance of its obligations under this Lease (or if the requested party believes there are any off-sets or defenses, a full and complete explanation thereof); (vi) if requested at an appropriate time, that the Premises have been completed in accordance with the terms and provisions hereof or the Workletter and (if Landlord is the requesting party) that Tenant has accepted the Premises and the condition thereof and of all improvements thereto and has no claims against Landlord or any other party with respect thereto (or, if the requested party believes there are exceptions to the foregoing, an explanation thereof in reasonable detail to the extent possible); and (vii) such additional matters as may be requested by the requesting party, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, or other person having or acquiring an interest in the Building. If the requested party fails to execute and deliver any such certificate within ten (10) business days after request and such failure continues for ten (10) business days after notice from the requesting party to the requested party of such failure to execute and deliver the same within ten (10) business days after request, such failure shall be deemed to be a Default by Tenant under Section 16 hereof if Tenant is the requested party, and a Default by Landlord under this Lease if Landlord is the requested party.

19. Subordination And Non-disturbance.

Landlord's interest in the Building is currently encumbered by a mortgage (the "Prudential Mortgage") in favor of The Prudential Insurance Company of America ("Prudential") and a portion of the land upon which the Building is situated is currently encumbered by a mortgage (the "Northern Mortgage") in favor of the Northern Trust Company, as Trustee under an Indenture of Trust dated February 28, 1918 and known as Trust No. 2-4251 (the "Trustee"). Portions of such land are also subject to ground leases from the Trustee and from Landlord to Landlord (the "Northern Ground Lease" and "Landlord's Ground Lease", respectively). This Lease is and shall be expressly subject and subordinate at all times to (i) the Northern Ground Lease, Landlord's Ground Lease and any other ground or underlying lease of the Building hereafter existing, and all amendments, renewals and modifications to any of the foregoing, and (ii) the lien of the Prudential Mortgage, the Northern Mortgage and of any mortgage (all references to which shall be deemed to include any trust deed) hereafter encumbering fee title to the Building and/or the leasehold estate under any such lease (each holder of any such lien, including Prudential and the Trustee, being hereinafter referred to as a "Lender"), unless such ground lease or ground lessor, or mortgage or Lender, expressly provides or elects that this Lease shall be superior to such lease or mortgage, and provided (except in the case of the Northern Ground Lease and the Northern Mortgage, to which this requirement shall not apply) that Tenant receives from such ground lessor or Lender a subordination, non-disturbance and attornment agreement which shall (a) provide that so long as Tenant is not in Default under this Lease, Tenant may remain in possession of the Premises under the terms and conditions of this Lease notwithstanding the foreclosure of the mortgage or termination of the ground lease and (b) shall be (1) in the case of the Prudential Mortgage, in the form attached hereto as (Sub)Exhibit K-1, (2) in the case of Landlord's Ground Lease, in the form attached hereto as (Sub)Exhibit K-2 (both of which forms are satisfactory to Landlord and Tenant), and (3) in the case of any other mortgage or ground lease, either in the form attached hereto as (Sub)Exhibit K-1 or K-2 (as appropriate) or in such other form as may be required by the Lender or ground lessor which is in form and substance reasonably satisfactory to Tenant. If any such mortgage is foreclosed, or if any such lease is terminated, upon request of the Lender or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be, and agrees upon request by such Lender, lessor or purchaser at foreclosure, to execute and deliver such instruments, which shall be in form and substance reasonably satisfactory to Tenant, as may be required by such person to confirm such attornment. The foregoing provisions regarding superiority of this Lease to any mortgage or ground lease are declared to be self-operative and no further instruments shall be required to effect such superiority, but Tenant agrees upon request by any Lender or ground lessor to execute and deliver any documents required to evidence superiority of this Lease to such ground lease or mortgage, should such ground lessor or mortgagee elect such

superiority. Landlord shall pay all costs, including reasonable attorneys' fees, of any instrument or document required by any future mortgagee or ground lessor.

Landlord represents, to the best of its knowledge, that except for the matters disclosed above and real estate taxes and assessments not yet due and payable, there are currently no liens, encumbrances or other rights or matters of record which could result in the termination of this Lease.

20. Quiet Enjoyment.

As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease. The loss or reduction of Tenant's light or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord or Tenant.

21. Broker.

Each of Landlord and Tenant hereby represents to the other that it has dealt only with the brokers set forth in Item 6 of the Schedule (collectively, the "Broker") in connection with this Lease and that, insofar as it knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend and hold Landlord, its partners, and their respective officers, directors, agents and employees harmless from and against any claims for a fee or commission made by any broker, other than the Broker, engaged or retained by Tenant in connection with the Premises or who participated with Tenant in effectuating this Lease, and from and against any claims for a fee or commission made by United States Equities Realty, Inc. in connection with the Premises or this Lease. Landlord agrees to indemnify, defend and hold Tenant and its agents and employees harmless from and against any claims for a fee or commission made by any broker, other than the Broker, engaged or retained by Landlord in connection with the Premises or who participated with Landlord in effectuating this Lease, and from and against any claims for a fee or commission made by L. J. Sheridan & Co. in connection with the Premises or this Lease. Landlord agrees to pay the Broker a commission in accordance with a separate agreement between Landlord and the Broker. Landlord acknowledges that LaSalle Partners Management (Illinois) Limited Partnership is its exclusive leasing agent as of the date hereof.

22. Notices.

All notices and demands to be given by one party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may

be, at the address set forth above for Landlord and for Tenant at City of Chicago, Department of General Services, Commissioner, at 510 North Peshtigo Court, Chicago, Illinois 60611 prior to the Commencement Date and at 30 North LaSalle Street, Chicago, Illinois 60602 after the Commencement Date, or at such other address as either party may hereafter designate, with a copy of all notices to Tenant going to: City of Chicago, Department of Law, Corporation Counsel, 121 North LaSalle Street, Room 511, Chicago, Illinois 60602. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or five (5) business days after posting in the United States mail.

23. Miscellaneous.

A. Successors and Assigns. Subject to Section 14 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.

B. Entire Agreement. This Lease, and the riders and (sub)exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and neither Landlord or Tenant has made any representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

D. Execution and Delivery. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant and approval by the Chicago City Council.

E. Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

F. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

G. Attorneys' Fees. The prevailing party shall be entitled to collect from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in enforcing this Lease or as a result of any litigation with respect to this Lease.

H. Delay in Possession. The Workletter provides for delivery of possession of Premises B by Landlord to Tenant for Tenant's performance of the Tenant Work described in the Workletter, and the provisions of the Workletter shall govern delays in such delivery of possession.

I. Joint and Several Liability. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

J. Force Majeure. If Landlord or Tenant fails to timely perform any of the terms, covenants and conditions of this Lease to be performed by Landlord or Tenant, as the case may be, then to the extent that such failure is due to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations (including refusal to issue a required permit or a requirement to perform remedial work), riots, insurrections, war, fuel shortages, accidents, casualties, delays resulting from adjustment of insurance proceeds, severe or unusual weather conditions, acts of God, acts caused by the other party, whether Tenant or Landlord, as the case may be, or caused by any of such party's agents, employees, contractors, licensees or invitees, or any other cause beyond the reasonable control of Landlord or Tenant, as the case may be. Landlord or Tenant, as the case may be, shall not be liable on account of or deemed in default under this Lease as a result of such failure, and the other party shall not be excused from performing any of its obligations hereunder except as expressly provided in this Lease.

K. Captions. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

L. No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

M. Limitation of Liability. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord or any of its partners in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord or of any of its partners.

N. Authority to Execute Lease. Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on

behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof. Tenant shall deliver to Landlord or its agents, concurrently with the delivery of this Lease executed by Tenant, a copy, certified by the City Clerk of the City of Chicago, of resolutions of the City Council of the City of Chicago authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder.

Landlord represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Landlord and constitutes the valid and binding agreement of Landlord in accordance with the terms hereof. Landlord further represents and warrants that Landlord is the holder of valid leasehold interests in Parcels 1 and 4 described on (Sub)Exhibit A hereto and owner of fee title to Parcels 2, 3 and 4 described on (Sub)Exhibit A hereto and to the Building situated on Parcels 1 through 4.

O. Memorandum of Lease. Within thirty (30) days after the date of execution and delivery of this Lease by Landlord and Tenant, Landlord and Tenant shall execute, and Landlord shall record in the Office of the Recorder of Deeds of Cook County, Illinois, a short form of lease for recording stating that this Lease has been executed and containing the names of the parties, a description of the Premises, and statements regarding the Term of this Lease, Tenant's rights under Section 19 hereof regarding non-disturbance agreements, Tenant's rights and options under Sections 25, 26, 28, 29, 30 and 31 hereof and Tenant's rights under Section 24 hereof regarding signage, but not including the rentals payable hereunder or any of the other economic terms of this Lease.

P. Supplement to Lease. Within thirty (30) days following the Commencement Date, Landlord and Tenant shall execute a supplement to this Lease setting forth the actual Commencement Date and Expiration Date of the initial Term.

24. Signage.

A. The original Tenant named herein may (i) place a plaque at eye level on the Building column between the two revolving doors at the front entrance of the Building on LaSalle Street and (ii) have main floor lobby signage, located on the back wall of the Building's low-rise elevator lobby, the exact location of which shall be mutually acceptable to Landlord and Tenant. The specifications of both signs shall be provided by Tenant and shall be subject to Landlord's approval, which shall not be unreasonably withheld. Landlord shall pay the lesser of (a) one-half of the costs of designing, fabricating and installing such signs and (b) \$5,000.00; Tenant shall pay the balance of such costs.

B. No other office tenant leasing space in the Building equal to or less in area than the total space in the Building leased to Tenant under this Lease and any other lease of premises in the Building shall have more prominent exterior or lobby signage than Tenant.

C. The rights set forth in Sections A and B above shall apply only so long as Tenant is leasing at least 150,000, and occupying at least 100,000, Rentable Square Feet in the Building under this Lease and any other lease of premises in the Building. In addition, such rights shall not be available to any assignee or subtenant of the original Tenant named herein without the prior written consent of Landlord, which shall not be unreasonably withheld.

D. Tenant may, at Tenant's sole cost and expense, place its standard graphics in the elevator lobby of any full floor that Tenant occupies.

E. Landlord will, at Landlord's sole cost and expense provide (i) adequate space on the Building directory in the lobby of the Building for Tenant to list all of its departments in the Building and key personnel, (ii) Building standard directional signage in the elevator lobbies of the partial floors of the Premises and (iii) Building standard suite signage at the entrance to space on partial floors of the Premises.

25. First Option To Extend.

A. Provided Tenant is not in Default at the time of exercise of this option, Tenant shall have the option to extend the Term of this Lease for one (1) period of five (5) years commencing on the day following the Expiration Date set forth in Item 8 of the Schedule (the "First Extension Period") upon the same terms and conditions of this Lease, except as hereinafter set forth.

B. Tenant shall exercise this option only by so notifying Landlord in writing during the eighth Lease Year. Base Rent for each Lease Year of the First Extension Period per square foot of Rentable Square Feet of the Premises shall be ninety percent (90%) of the Current Market Rental Rate (as hereinafter defined) as of the date of commencement of the First Extension Period for terms commencing on or about the date of commencement of the First Extension Period. In addition to Base Rent, Tenant shall pay Adjustment Rent for each calendar year of the First Extension Period and other Rent for the First Extension Period as provided in this Lease for the initial Term.

C. If Tenant exercises this option, within thirty (30) days after receipt of notice of exercise of this option from Tenant or on or before the date which is thirty (30) days prior to the end of the eighth Lease Year, whichever is later, Landlord shall advise Tenant in writing of the Current Market Rental Rate (as defined in Section 27 below) for the First Extension Period as reasonably determined by Landlord. Within thirty (30) days after receipt of Landlord's

written notice of the Base Rent, Tenant shall, by written notice to Landlord, either (i) accept the Base Rent proposed by Landlord, or (ii) reject the Base Rent and thereby revoke the exercise of the option, or (iii) object to Landlord's determination of the Base Rent. If Tenant objects to Landlord's determination of the Base Rent, the parties agree to negotiate in good faith to resolve the dispute. Unless Landlord and Tenant first resolve the dispute, Tenant shall, by written notice to Landlord given within sixty (60) days after Landlord's receipt of Tenant's notice of its objection to Landlord's determination, either (a) revoke the exercise of the option or (b) elect to have the Base Rent determined pursuant to Section 27 hereof.

D. In the event Tenant (i) fails to timely exercise this option pursuant to Section B above, or (ii) fails to make any election referred to in Section C above within the time provided, or (iii) revokes the exercise of this option pursuant to Section C above or Section 27 hereof, or (iv) is in Default under this Lease on the Expiration Date set forth in Item 8 of the Schedule, then the option hereby granted shall automatically terminate and shall thereafter be null and void.

26. Second Option To Extend.

A. Provided that Tenant has timely exercised its option to extend the Term of this Lease for the First Extension Period, and provided further that Tenant is not in Default at the time of exercise of this option, Tenant shall have the option to extend the Term of this Lease for an additional period of five (5) years commencing on the day following the expiration of the First Extension Period (the "Second Extension Period") upon the same terms and conditions of this Lease, except as hereinafter set forth.

B. Tenant shall exercise this option only by so notifying Landlord in writing during the thirteenth Lease Year. Base Rent for each Lease Year of the Second Extension Period per square foot of Rentable Square Feet of the Premises shall be ninety percent (90%) of the Current Market Rental Rate as of the date of commencement of the Second Extension Period for terms commencing on or about the date of commencement of the Second Extension Period. In addition to Base Rent, Tenant shall pay Adjustment Rent and other Rent for each calendar year of the Second Extension Period and other Rent for the Second Extension Period as provided in this Lease for the initial Term.

C. If Tenant exercises this option, within thirty (30) days after receipt of notice of exercise of this option from Tenant or on or before the date which is thirty (30) days prior to the end of the thirteenth Lease Year, whichever is later, Landlord shall advise Tenant in writing of the Current Market Rental Rate (as defined in Section 27 below) for the Second Extension Period as reasonably determined by Landlord. Within thirty (30) days after receipt of Landlord's written notice of the Base Rent, Tenant shall, by written notice to Landlord, either (i) accept the Base Rent proposed by Landlord, or (ii) reject

the Base Rent and thereby revoke the exercise of the option, or (iii) object to Landlord's determination of the Base Rent. If Tenant objects to Landlord's determination of the Base Rent, the parties agree to negotiate in good faith to resolve the dispute. Unless Landlord and Tenant first resolve the dispute, Tenant shall, by written notice to Landlord given within sixty (60) days after Landlord's receipt of Tenant's notice of its objection to Landlord's determination, either (a) revoke the exercise of the option or (b) elect to have the Base Rent determined pursuant to Section 27 hereof.

D. In the event Tenant (i) fails to timely exercise the option pursuant to Section 25 above, or (ii) fails to timely exercise this option pursuant to Section B above, or (iii) fails to make any election referred to in Section C above within the time provided, or (iv) revokes the exercise of this option pursuant to Section C above or Section 27 hereof, or (v) is in Default under this Lease upon the expiration of the First Extension Period, then the option hereby granted shall automatically terminate and shall thereafter be null and void.

27. Current Market Rental Rate.

As used in this Lease, the term "Current Market Rental Rate" shall mean the prevailing annual rate of base or net rental per square foot of rentable area for comparable office space in the Building and in buildings of comparable quality in downtown Chicago, taking into consideration the amount of space being leased, the date of commencement and the duration of the terms for which space is being leased, the location of the applicable building, any leasing concessions (such as, but not limited to, rent abatement, tenant improvement work, architectural and other design, construction and moving allowances, and other relevant economic terms), leasing commissions and other comparable factors reflective of the then current market for tenants then leasing space of comparable area. The components of the Current Market Rental Rate may include any then prevailing escalation of base or net rental, such as periodic adjustments or additions based on increases in the Consumer Price Index or a fixed step or percentage increase.

If Tenant elects in any instance, as provided elsewhere herein, to have the Current Market Rental Rate determined pursuant to this Section 27, then Landlord and Tenant shall each simultaneously submit to the other, within ten (10) days after Tenant makes such election, in a sealed envelope its good faith estimate of the Current Market Rental Rate. Except as hereinafter provided, if the higher of such estimates is not more than one hundred five percent (105%) of the lower of such estimates, then the Current Market Rental Rate shall be the average of the two estimates. Notwithstanding the foregoing, Tenant may revoke its exercise of the related option by giving notice to Landlord within sixty (60) days after such exchange. If the matter is not resolved by the exchange of estimates and Tenant does not revoke its

exercise of the related option as permitted by the preceding sentence, then the disagreement will be resolved by arbitration as provided herein.

Landlord and Tenant shall attempt to agree upon an arbitrator within ten (10) business days after the expiration of the sixty (60) day period following such exchange. In the event Landlord and Tenant fail, after good faith efforts, to agree upon an arbitrator within such ten (10) business day period, then within ten (10) business days thereafter Landlord and Tenant shall each appoint a qualified and impartial person as arbitrator (a qualified person being a leasing broker who shall have had at least ten (10) years experience, including then current market experience, in the leasing of comparable size space in comparable office buildings in downtown Chicago). The identity and address of each such appointee shall be designated in writing by each party to the other. In case either party shall fail to appoint an arbitrator within a period of five (5) days after receipt of written notice from the other party to make such appointment, then the arbitrator appointed by the party not in default hereunder shall be the sole arbitrator. If the arbitrators so appointed shall fail to agree upon the matter submitted within twenty (20) days after submission of the matter to them, an umpire, who shall be a qualified (as described above) and impartial person, shall be appointed by the American Arbitration Association, or its successor, from its qualified panel of arbitrators.

The parties shall submit all facts (including expert opinions) to the arbitrator or arbitrators and the umpire (if one shall have been appointed). The arbitrator or arbitrators and umpire, after having been duly sworn to perform his or their duties with impartiality and dispatch, shall proceed to determine the Current Market Rental Rate with all reasonable dispatch and in any event within sixty (60) days after the submission of the matter to the arbitrator or arbitrators, except in any case in which two arbitrators fail to agree and an umpire is appointed, in which case the arbitrators and umpire shall render their decision not later than sixty (60) days after the appointment of the umpire. Such decision shall consist of selection, without compromising between the two estimates or modifying the two estimates or this Lease, from the estimates submitted by Landlord and Tenant of the one which is closer to the Current Market Rental Rate determined by the arbitrator or arbitrators and umpire, which shall be the Current Market Rental Rate. Such decision shall be rendered in writing and in duplicate, and one counterpart thereof shall be delivered to Landlord, and one counterpart thereof shall be delivered to Tenant. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (or its successor) and applicable Illinois law. The decision of the single arbitrator, if the parties have agreed upon a single arbitrator or if a single arbitrator has acted by reason of the failure of a party to appoint a second arbitrator, or of two arbitrators, if two have been appointed, or of a majority of the arbitrators and the umpire, if an umpire shall have been appointed, shall be binding, final and conclusive on the parties. In the event there are two arbitrators and an umpire and a majority of the arbitrators and the umpire are unable or fail to agree, the decision of the umpire shall be

binding, final and conclusive on the parties. The decision in the arbitration shall be enforceable by either party in any court of law.

If the arbitrator (if there is a single arbitrator), both arbitrators (if there are two) or a majority of the arbitrators and the umpire (if an umpire has been appointed) believe that expert advice would materially assist them in the resolution of the matter in dispute, they may retain one or more qualified persons to provide such expert advice. The fees of the arbitrator or arbitrators and the umpire and the expenses incident to the proceedings (including the fees of any expert witnesses retained by the arbitrators) shall be paid one-half by each party. The fees of respective counsel engaged by the parties, and the fees of witnesses called for by the parties, shall be paid by the respective party engaging such counsel or calling or engaging such witnesses.

Notice of the appointment of an arbitrator or arbitrators shall be given in all instances to any Lender or ground lessor who prior thereto shall have given Tenant a written notice specifying its name and address. Such Lender or ground lessor shall have the right to be represented, but not to participate, in the arbitration proceeding.

If Tenant becomes obligated to pay Base Rent or Adjustment Rent with respect to any period prior to when the Current Market Rental Rate for such period has been determined in accordance with the foregoing, Tenant shall commence paying Base Rent and Adjustment Rent utilizing the Current Market Rental Rate specified by Landlord in its estimate of the Current Market Rental Rate for such period submitted in the exchange of estimates provided for herein. Following determination of the Current Market Rental Rate in accordance with the foregoing, Landlord and Tenant shall, by a cash payment within thirty (30) days after the date of such determination, adjust between themselves the difference, if any, between the Base Rent and Adjustment Rent paid by Tenant pursuant to the foregoing sentence and the Base Rent and Adjustment Rent actually owed by Tenant pursuant to the terms of this Lease for the period prior to such determination.

28. Option One To Lease Additional Space.

A. Provided Tenant is not in Default at the time of exercise of this option, Tenant shall have the option to lease the space on the 31st floor of the Building delineated on (Sub)Exhibit L attached hereto and made a part hereof, consisting of 10,713 Rentable Square Feet ("Option Space One"), upon the following terms and conditions.

B. Option Space One shall be available on a date specified by Landlord, which shall be between January 1, 2000 and December 31, 2000, in Landlord's discretion ("Availability Date for Option Space One").

C. Tenant shall exercise this option only by so notifying Landlord in writing not earlier than November 1, 1998 and not later than December 31, 1998. Within thirty (30) days after exercise of this option, Landlord shall notify Tenant in writing specifying the Availability Date of Option Space One, in Landlord's discretion.

D. The Commencement Date for Option Space One shall begin on the first to occur of the following dates: a) ninety (90) days after the Availability Date for Option Space One, or b) the date that Tenant occupies Option Space One for the purpose of doing business therein. The term for Option Space One shall end on the Expiration Date of this Lease, or upon the earlier termination of this Lease. Tenant will have access to Option Space One in advance of the Availability Date as reasonably required for planning purposes.

E. The Base Rent for Option Space One shall be at the applicable per square foot rates for Premises B set forth in Item 3 of the Schedule in this Lease. Tenant's Proportionate Share shall be adjusted accordingly.

F. Landlord shall contribute for Tenant's improvements in Option Space One Twenty Dollars (\$20.00) per square foot of Option Space One, multiplied by the Construction Cost Factor (as hereinafter defined) ("Option Space One Construction Allowance"). Costs of the Tenant improvements in excess of the Option Space One Construction Allowance shall be paid by Tenant. Any unused funds shall be returned to Tenant as a credit against Base Rent due hereunder. In advance of the Availability Date for Option Space One, Landlord shall, at its sole cost, remove any asbestos containing material in Option Space One (as identified in the A.T.C. Report) except duct sealant/mastic located at the joints of the induction units. In addition, the Building systems and common facilities which serve Option Space One shall be consistent with the Base Building Definition attached hereto, subject to Landlord's rights to modify such Building systems and common facilities pursuant to Section 7 hereof. Tenant shall otherwise accept Option Space One in its "as is" condition as of the Availability Date for Option Space One (or the date on which Landlord tenders possession of Option Space One to Tenant, if later than the Availability Date, provided that the foregoing shall not be construed to permit Landlord to tender possession of Option Space One to Tenant later than the Availability Date except as provided in Section G below). As used herein, the term "Construction Cost Factor" shall mean the percentage of change in the R.S. Means Historical Cost Index for Chicago (the "Construction Cost Index") for the calendar quarter (or other applicable period for which the Construction Cost Index is published) in which the Availability Date for Option Space One occurs over the Construction Cost Index for the calendar quarter (or other applicable period) in which the Commencement Date of this Lease occurs. If the Construction Cost Index shall become unavailable because publication is discontinued, or otherwise, then Landlord shall, subject to Tenant's approval, which will not be

unreasonably withheld, substitute another similar index which would produce results as similar as possible to the Construction Cost Index.

G. In the event Landlord shall be unable to tender possession of Option Space One to Tenant on the Availability Date for Option Space One as a result of the holding over of any other tenant or any other cause outside Landlord's reasonable control, Landlord shall not be liable to Tenant on account thereof and the failure to do so shall not affect the validity of this Lease or the obligations of Tenant hereunder or be construed to extend the Term, but Base Rent and Adjustment Rent shall not commence with respect to Option Space One until the first to occur of a) the date which is ninety (90) days after Landlord tenders possession of Option Space One to Tenant, or b) the date that Tenant occupies Option Space One for the purpose of doing business therein. In any event, Landlord shall use its best efforts to tender possession of Option Space One by the Availability Date for Option Space One or as promptly thereafter as possible.

H. In the event Tenant (i) fails to timely exercise this option pursuant to Section C above, or (ii) is in Default under this Lease at the Availability Date for Option Space One, then the option hereby granted shall automatically terminate and shall thereafter be null and void.

29. Option Two To Lease Additional Space.

A. Provided that Tenant has exercised his option to extend the Term of this Lease for the First Extension Period, and provided further that Tenant is not in Default at the time of exercise of this option, Tenant shall have the option to lease between 9,000 and 12,000 square feet of contiguous space in the Building, the location, amount and configuration of which shall be selected by Landlord in its discretion subject to the provisions of Section B below ("Option Space Two"), upon the following terms and conditions.

B. Except as hereinafter provided, Option Space Two shall be available on a date specified by Landlord, which shall be between January 1, 2005 and December 31, 2005, in Landlord's discretion ("Availability Date for Option Space Two"). If between 9,000 and 12,000 square feet of contiguous space in the Building is not "available for leasing" (as defined in this section) between January 1, 2005 and December 31, 2005 for the term for which Option Space Two is to be leased to Tenant, then, notwithstanding any of the foregoing, the Availability Date for Option Space Two shall be a date specified by Landlord in Landlord's discretion which shall be between January 1, 2006 and June 1, 2006 and Option Space Two shall be the space on the 24th floor of the Building delineated on (Sub)Exhibit M attached hereto and made a part hereof, consisting of 10,201 Rentable Square Feet (sometimes referred to in this Lease as "Alternate Option Space Two"). Landlord may also, in its discretion, designate Alternate Option Space Two as Option Space Two if the Availability Date for Option Space Two is between January 1, 2005 and December 31, 2005. Space shall be deemed to

be "available for leasing" for purposes of this section if it is vacant, or upon expiration or termination of an existing tenant's lease of such space, unless such lease is renewed or a new lease for such space is entered into with such existing tenant, and if in either case such space is not subject to any option to expand or right of first opportunity or similar right in favor of another tenant.

C. Tenant shall exercise this option only by so notifying Landlord in writing not earlier than November 1, 2003 and not later than the later of (i) December 31, 2003 and (ii) the last date on which Tenant is entitled pursuant to Sections 25 and (if applicable) 27 hereof to revoke its exercise of its option to extend the Term of this Lease for the First Extension Period. Within thirty (30) days after exercise of this option, Landlord shall notify Tenant in writing specifying the exact square footage, location, configuration, and the Availability Date of Option Space Two, each as determined in Landlord's discretion subject to the provisions of Sections A and B above. Tenant shall lease all of Option Space Two as selected by Landlord or as determined pursuant to Sections A and B above, as the case may be.

D. The commencement date for Option Space Two shall begin on the first to occur of the following dates: a) ninety (90) days after the Availability Date for Option Space Two, or b) the date that Tenant occupies Option Space Two for the purpose of doing business therein. The term for Option Space Two shall end on the Expiration Date of this Lease, or upon the earlier termination of this Lease. Tenant will have access to Option Space Two in advance of the Availability Date as reasonably required for planning purposes.

E. Monthly installments of Base Rent for Option Space Two shall be at the applicable per square foot rates for the First Extension Period plus the amount necessary to amortize the Option Space Two Construction Allowance (as hereinafter defined), if any, with interest on the unamortized portion thereof at the rate of ten percent (10%) per annum, over the balance of the First Extension Period remaining after the commencement date of Option Space Two. Tenant's Proportionate Share shall be adjusted accordingly.

F. If Tenant requests a tenant improvement allowance in its notice of exercise of this option, specifying in such notice the amount of the allowance requested, Landlord shall provide a tenant improvement allowance for Option Space Two ("Option Space Two Construction Allowance") which shall be in an amount sufficient to construct standard office improvements in a high-rise office building in downtown Chicago, including hard and soft costs, or such lesser amount as Tenant may request. Costs of any tenant improvements in Option Space Two in excess of the Option Space Two Construction Allowance, if any, shall be paid by Tenant. Any unused funds shall be returned to Tenant as a credit against Base Rent due hereunder. In advance of the Availability Date for Option Space Two, Landlord shall, at its

sole cost, remove any asbestos containing material in Option Space Two (as identified in the A.T.C. Report) except duct sealant/mastic located at the joints of the induction units. In addition, the Building systems and common facilities which serve Option Space Two shall be consistent with the Base Building Definition attached hereto, subject to Landlord's rights to modify such Building systems and common facilities pursuant to Section 7 hereof. Tenant shall otherwise accept Option Space Two in its "as is" condition as of the Availability Date for Option Space Two (or the date on which Landlord tenders possession of Option Space Two to Tenant, if later the Availability Date, provided that the foregoing shall not be construed to permit Landlord to tender possession of Option Space Two to Tenant later than the Availability Date except as provided in Section G below).

G. In the event Landlord shall be unable to tender possession of Option Space Two to Tenant on the Availability Date for Option Space Two as a result of the holding over of any other tenant or any other cause outside Landlord's reasonable control, Landlord shall not be liable to Tenant on account thereof and the failure to do so shall not affect the validity of this Lease or the obligations of Tenant hereunder or be construed to extend the Term, but Base Rent and Adjustment Rent shall not commence with respect to Option Space Two until the first to occur of a) the date which is ninety (90) days after Landlord tenders possession of Option Space Two to Tenant, or b) the date that Tenant occupies Option Space Two for the purpose of doing business therein. In any event, Landlord shall use its best efforts to tender possession of Option Space Two by the Availability Date for Option Space Two or as promptly thereafter as possible.

H. In the event Tenant (i) fails to timely exercise, or revokes, its option to extend the Term for the First Extension Period, or (ii) fails to timely exercise this option pursuant to Section C above, or (iii) is in Default under this Lease at the Availability Date for Option Space Two, then the option hereby granted shall automatically terminate and shall thereafter be null and void.

30. Option Three To Lease Additional Space.

A. Provided that Tenant has exercised its option to extend the Term of this Lease for the Second Extension Period, and provided further that Tenant is not in Default at the time of exercise of this Option, Tenant shall have the option to lease between 9,000 and 12,000 square feet of contiguous space in the Building, the location, amount and configuration of which shall be selected by Landlord, in its discretion ("Option Space Three"), upon the following terms and conditions.

B. Option Space Three shall be available on a date specified by Landlord, which shall be between January 1, 2010 and December 31, 2010, in Landlord's discretion ("Availability Date for Option Space Three").

C. Tenant shall exercise this option only by so notifying Landlord in writing not earlier than November 1, 2008 and not later than the later of (i) December 31, 2008 and (ii) the last date on which Tenant is entitled pursuant to Sections 26 and (if applicable) 27 hereof to revoke its exercise of its option to extend the Term of this Lease for the Second Extension Period. Within thirty (30) days after exercise of this option, Landlord shall notify Tenant in writing specifying the exact square footage, location, configuration, and the Availability Date of Option Space Three, each in Landlord's discretion. Tenant shall lease all of Option Space Three as selected by Landlord pursuant to Section A above.

D. The commencement date for Option Space Three shall begin on the first to occur of the following dates: a) ninety (90) days after the Availability Date for Option Space Three, or b) the date that Tenant occupies Option Space Three for the purpose of doing business therein. The term for Option Space Three shall end on the Expiration Date of this Lease, or upon the earlier termination of this Lease. Tenant will have access to Option Space Three in advance of the Availability Date as reasonably required for planning purposes.

E. Monthly installments of Base Rent for Option Space Three shall be at the applicable per square foot rates for the Second Extension Period plus the amount necessary to amortize the Option Space Three Construction Allowance (as hereinafter defined), if any, with interest on the unamortized portion thereof at the rate of ten percent (10%) per annum, over the balance of the Second Extension Period remaining after the commencement date of Option Space Three. Tenant's Proportionate Share shall be adjusted accordingly.

F. If Tenant requests a tenant improvement allowance in its notice of exercise of this option, specifying in such notice the amount of the allowance requested, Landlord shall provide a tenant improvement allowance for Option Space Three ("Option Space Three Construction Allowance") which shall be in an amount sufficient to construct standard office improvements in a high-rise office building in downtown Chicago, including hard and soft costs, or such lesser amount as Tenant may request. Costs of any tenant improvements in Option Space Three in excess of the Option Space Three Construction Allowance, if any, shall be paid by Tenant. Any unused funds shall be returned to Tenant as a credit against Base Rent due hereunder. In advance of the Availability Date for Option Space Three, Landlord shall, at its sole cost, remove any asbestos containing material in Option Space Three (as identified in the A.T.C. Report) except duct sealant/mastic located at the joints of the induction units. In addition, the Building systems and common facilities which serve Option Space Three shall be consistent with the Base Building Definition attached hereto, subject to Landlord's rights to modify such Building systems and common facilities pursuant to Section 7 hereof. Tenant shall otherwise accept Option Space Three in its "as is" condition as of the Availability Date for Option Space Three (or the date on which Landlord tenders possession of Option Space Three to Tenant, if later than

the Availability Date, provided that the foregoing shall not be construed to permit Landlord to tender possession of Option Space Three to Tenant later than the Availability Date except as provided in Section G below).

G. In the event Landlord shall be unable to tender possession of Option Space Three to Tenant on the Availability Date for Option Space Three as a result of the holding over of any other tenant or any other cause outside Landlord's reasonable control, Landlord shall not be liable to Tenant on account thereof and the failure to do so shall not affect the validity of this Lease or the obligations of Tenant hereunder or be construed to extend the term, but Base Rent and Adjustment Rent shall not commence with respect to Option Space Three until the first to occur of a) the date which is ninety (90) days after Landlord tenders possession of Option Space Three to Tenant, or b) the date that Tenant occupies Option Space Three for the purpose of doing business therein. In any event, Landlord shall use its best efforts to tender possession of Option Space Three by the Availability Date for Option Space Three or as promptly thereafter as possible.

H. In the event Tenant (i) fails to timely exercise, or revokes, its option to extend the Term for the Second Extension Period, or (ii) fails to timely exercise this option pursuant to Section C above, or (iii) is in Default under this Lease at the Availability Date for Option Space Three, then the option hereby granted shall automatically terminate and shall thereafter be null and void.

31. First Opportunity To Lease Additional Space.

A. Provided Tenant is not in Default at the time of an election to lease First Opportunity Space hereunder or on the date on which the term of Tenant's lease of First Opportunity Space would commence, Tenant shall have the first opportunity to lease such other space in the Building served by the low-rise elevator bank (which consists of the 2nd through the 17th floors of the Building) and on the 24th, 26th, 36th and 38th floors of the Building as becomes available for leasing during the First Opportunity Period (as hereinafter defined) ("First Opportunity Space") at the rental rates and upon such other terms and conditions (including any leasing concessions, such as, but not limited to, rent abatement, tenant improvement work and architectural and other design, construction and moving allowances, and any other relevant economic terms (which shall reflect (or the rental rates shall reflect) leasing commissions, if any)) as are then being offered by Landlord to the general public for such space for terms of comparable length, and for a term conterminous with this Lease. A portion of the First Opportunity Space shall be deemed to be "available for leasing" if (i) such space has been initially leased and built out for a tenant, and (ii) subsequently becomes vacant, or if not vacant, such space shall become "available for leasing" upon the expiration or termination of such existing tenant's lease of such space, unless such lease is renewed or a new lease for such space is entered into with such existing tenant. As used herein, the

term "First Opportunity Period" shall mean the Term of this Lease and of all extensions and renewals thereof, provided, however, that the First Opportunity Period shall not include the last two (2) years of the initial Term or of the First Extension Period unless Tenant has exercised its options to extend the Term for the First Extension Period or the Second Extension Period, respectively, and shall not include the last two (2) years of the Second Extension Period.

B. Upon notification in writing by Landlord that such space is available for leasing, which notice shall state the rental rate, any leasing concessions (such as, but not limited to, rent abatement, tenant improvement work and architectural and other design, construction and moving allowances), and all other relevant economic terms (which shall reflect (or the rental rates shall reflect) leasing commissions, if any) then being offered by Landlord, Tenant shall have ten (10) business days in which to elect in writing to lease such First Opportunity Space, in which event the lease for same shall commence on the first to occur of the following dates: a) the date that the tenant improvement work, if any, is completed and the First Opportunity Space is delivered to Tenant, b) the date that Tenant occupies the First Opportunity Space for the purpose of conducting its business thereon, or c) the date set forth in Landlord's notification to Tenant (which in any event will allow a reasonable period to complete tenant improvements in the First Opportunity Space).

C. In the event Tenant declines or fails to elect so to lease the First Opportunity Space offered to Tenant, then the first opportunity hereby granted shall automatically terminate and shall thereafter be null and void as to such First Opportunity Space except as provided in Section D below, unless and until Landlord subsequently leases and builds out such First Opportunity Space for another tenant, and such First Opportunity Space again becomes available for leasing.

D. In the event Tenant declines or fails to elect to lease any First Opportunity Space, then Landlord may proceed to lease such space to another tenant during the Applicable Leasing Period (as hereinafter defined). If Landlord shall not have leased such First Opportunity Space during the Applicable Leasing Period, such First Opportunity Space shall again become "available for leasing" and Landlord shall again give the notice referred to above and Tenant shall again have the right to lease such First Opportunity Space on the terms set forth herein. As used herein, the term "Applicable Leasing Period" shall mean the period beginning on the date of Landlord's notice to Tenant that such First Opportunity Space is available for leasing (or on any earlier date on which Landlord may have begun to negotiate with other potential tenants) and continuing until (a) six (6) months, if such portion of the First Opportunity Space is a single full floor of the Building or is less than a full floor, (b) twelve (12) months, if such portion of the First Opportunity Space is 100,000 Rentable Square Feet or more, or (c) nine (9) months, in all other cases, after the date set forth in Landlord's notice to Tenant plus, if Landlord is negotiating with a particular

potential tenant at the time such period expires, such additional period during which Landlord continues to negotiate with such potential tenant. In addition, Landlord shall not enter into a lease of such space to another tenant without again giving the notice referred to above if the net present value as of the proposed commencement date of such lease expressed as a single dollar figure, discounted using a rate of ten percent (10%) per annum, of all rent (other than such tenant's proportionate share of Taxes and Expenses) of whatever nature or however denominated for the term of such lease, less the net present value of any rent concessions, construction allowances, tenant improvement work and other relevant economic concessions, discounted at the same rate, is less than ninety percent (90%) of the comparable amount determined by using the economic terms set forth in Landlord's notice to Tenant regarding such First Opportunity Space (as adjusted on a proportional basis to reflect any differences in the size of space or length of the term).

E. It is understood that this first opportunity shall not be construed a) to prevent any tenant in the Building from exercising any option to expand (including any right of first opportunity, first offer, first refusal or similar right) existing on the date of this Lease or identified in Landlord's notice to Tenant of First Opportunity Space which is available for leasing but which Tenant declines or fails to elect to lease, or from extending or renewing its lease, or b) to prevent Landlord from granting any option to expand (including any right of first opportunity, first offer, first refusal or similar right), provided that such option or right is identified in a Landlord's notice to Tenant regarding First Opportunity Space, extend or renew or extending or renewing the lease of any tenant in the Building.

F. This right of first opportunity shall remain in effect notwithstanding any one or more assignments of this Lease or subleases of all or any part of the Premises, but notices by Landlord under Section B above shall be given only to the original Tenant named herein and only the original Tenant named herein shall be entitled to make an election pursuant to Section B to lease any First Opportunity Space. Any First Opportunity Space which such original Tenant elects to lease may, however, be occupied by any permitted assignee or subtenant hereunder.

32. Option To Terminate -- Premises A.

A. Provided Tenant is not in Default at the time of the exercise of this option, Tenant shall have the option to terminate its tenancy of the Termination Option Premises (as hereinafter defined) and its obligations with respect thereto under this Lease (excepting any obligations hereunder which by their terms survive the termination of this Lease), effective as of May 31, 2000, as though such were the expiration date of this Lease with respect to the Termination Option Premises, on the following terms and conditions. As used herein, the term "Termination Option Premises" shall

mean Premises A plus any space on the 10th floor of the Building which is (i) occupied by the Department of Law of the City of Chicago on the date on which notice of termination is given by Tenant pursuant to Section B below and (ii) not included in Premises A.

B. Tenant shall exercise this option only by so notifying Landlord in writing, not later than May 31, 1999, which notice shall be accompanied by a Termination Fee in the amount equal to the sum of (i) \$1,992,381.00 (which is the Termination Fee allocable to Premises A) plus (ii) an additional termination fee established by Landlord based on Landlord's unamortized costs of leasing the portion, if any, of the Termination Option Premises which is not included in Premises A, including, without limitation, leasing commissions, rent abatement, construction allowance any and all concessions, using a ten percent (10%) amortization schedule.

C. In the event Tenant (i) fails to timely exercise this option pursuant to Section B above, or (ii) is in Default under this Lease at the termination date, this Option to Terminate shall automatically terminate and shall thereafter be null and void.

D. The option hereby granted is personal to the City of Chicago and is not transferable; in the event of any assignment of this Lease or subletting of Premises A or any part thereof, this option shall automatically terminate and shall thereafter be null and void.

E. If and from the date Tenant exercises this Option to Terminate, Tenant agrees that it waives any right it may have to sublet all or any part of the Termination Option Premises.

F. Effective upon any termination of Tenant's tenancy of the Termination Option Premises pursuant to this Option to Terminate, the number of Rentable Square Feet of the Premises shall be reduced by the number of Rentable Square Feet of the Termination Option Premises, and Base Rent and Tenant's Proportionate Share shall be adjusted accordingly, as follows: (i) Base Rent for the Lease Year in which such termination occurs, or portion thereof following such termination, and each subsequent Lease Year shall be reduced by the sum of (A) the amount of Base Rent for Premises A determined pursuant to Item 3 of the Schedule in this Lease plus (B) the product of the number of Rentable Square Feet of the Termination Option Premises not included in Premises A multiplied by the applicable per square foot rates for Premises B set forth in Item 3 of the Schedule in this Lease and (ii) Tenant's Proportionate Share shall be recalculated on the basis of the reduced number of Rentable Square Feet of the Premises calculated by subtracting the number of Rentable Square Feet of the Termination Option Premises from the then total number of Rentable Square Feet of the Premises.

33. Storage Space.

Tenant shall have the right to lease up to 1,039 square feet of storage space in the Building by giving notice to that effect to Landlord on or before June 1, 1995 specifying the amount of storage space which Tenant desires to lease (the "Storage Space"). If Tenant elects to lease 1,039 square feet of storage space, the Storage Space shall be the space delineated on (Sub)Exhibit N attached hereto. If Tenant elects to lease less than 1,039 square feet of storage space, Landlord shall use reasonable efforts to provide a configuration and amount of Storage Space that is in accord with the amount of storage space specified by Tenant. Tenant may elect to terminate the lease of the Storage Space upon not less than thirty (30) days notice to Landlord. Subject to the provisions of the preceding sentence, the term of the lease of the Storage Space shall be coterminous with the Term of this Lease. Rent for the Storage Space shall be an annual gross rental at the rate of \$10.00 per square foot of the Storage Space (without escalation on account of Taxes and Expenses or any other escalation), which shall be payable in equal monthly installments at the same time and in the same manner as Base Rent under this Lease, and shall otherwise be subject to the terms and conditions of this Lease except as indicated in this section. The Storage Space shall be lighted, lockable and secure, but shall not otherwise be subject to the provisions of this Lease regarding condition, maintenance or services. Tenant shall have 24-hour access to the Storage Space.

34. Smoking Area.

Tenant shall be entitled to use, in common with other tenants of the Building, without charge, any smoking area in the Building provided by Landlord for the use of tenants of the Building. Landlord presently provides a smoking area in the lower level of the Building, in the location indicated on the floor plan attached hereto as (Sub)Exhibit O.

35. Relocation Of 37th Floor.

At any time after the Commencement Date, Landlord may substitute for the portion of the Premises located on the 37th Floor of the Building (the "37th Floor Premises") another full floor of the Building of not less than 21,309 Rentable Square Feet (herein referred to as the "Substitute Premises") on the terms and conditions set forth in this Section 35.

A. The Substitute Premises shall not include Option Space One unless Tenant's option to lease Option Space One pursuant to Section 28 above has expired unexercised; and the Substitute Premises shall not include Alternate Option Space Two unless Tenant's option to lease Option Space Two pursuant to Section 29 above has expired unexercised, or such option has not expired unexercised but space on another floor of the Building will

be available for leasing (as defined in Section 29) as Option Space Two during the period from January 1, 2005 and December 31, 2005.

B. Landlord shall give Tenant not less than one hundred twenty (120) days prior written notice ("Relocation Notice"), specifying the anticipated date of relocation, which shall be a weekend, before making such substitution. Landlord shall designate, either in the Relocation Notice or thereafter, a representative of Landlord (in addition to Landlord's architect) with whom Tenant may principally communicate in connection with all matters relating to planning and construction of the improvements in the Substitute Premises and Tenant's move from the 37th Floor Premises to the Substitute Premises.

C. The Substitute Premises shall be improved by Landlord at its sole cost and expense pursuant to the plans and specifications hereinafter referred to with improvements which shall be equal, in all material respects, including quality and finish, to the improvements in the 37th Floor Premises and shall be either new or reconditioned to have the appearance of new improvements. The improvements referred to herein shall be consistent with the specifications of the improvements in the 37th Floor Premises, including, but not limited to, the Base Building Definition, floor leveling, and any wall coverings, carpeting, built-in improvements, lighting, mechanical and electrical service, wiring and cabling. Without limitation of the foregoing, the men's and women's restrooms on the floor (if only the 37th Floor Premises are relocated) or floors (if First Opportunity Space then included in the Premises is also relocated) on which the Substitute Premises are located shall have been, or shall be, renovated by Landlord so as to be consistent in design and fixtures with those recently (as of the date of execution of this Lease) renovated elsewhere in the Building, such as the 10th floor washrooms, and in compliance with the A.D.A.. All improvements in the Substitute Premises shall be performed pursuant to plans and specifications approved by Tenant, which approval shall not be unreasonably withheld. To the extent that changes in the configuration of the 37th Floor Premises would better accommodate Tenant's then current needs and can be accomplished at a cost comparable to replicating the 37th Floor Premises in the Substitute Premises, such plans and specifications shall be reflective of Tenant's then current needs. Tenant will be provided a reasonable amount of time to work with Landlord's architect to communicate Tenant's needs and for review and approval of space plans.

D. Prior to Tenant taking possession of the Substitute Premises, Tenant and/or a representative of Tenant and Landlord's representative shall inspect the work in the Substitute Premises to confirm its substantial completion and to create a punchlist of items, mutually agreed upon by Landlord's representative and Tenant's representative, which need to be repaired and/or completed or corrected and Landlord agrees to make such repairs, completions or corrections within thirty (30) days thereafter, or within such additional period of time as is reasonably possible to complete

such items. Landlord shall diligently complete such repairs, completions or corrections.

E. Base Rent and Tenant's Proportionate Share will not be increased on account of the substitution of the Substitute Premises for the 37th Floor Premises, but if the number of Rentable Square Feet of the Substitute Premises is less than the number of Rentable Square Feet of the 37th Floor Premises, the number of Rentable Square Feet of the Premises shall be reduced by the difference in Rentable Square Feet between the 37th Floor Premises and the Substitute Premises, and Base Rent and Tenant's Proportionate Share shall be adjusted accordingly, effective, subject to Section F below, as of the date on which Tenant occupies the Substitute Premises and is able to do business therein, as follows: (i) Base Rent for the Lease Year in which the relocation occurs, or portion thereof following such relocation, and each subsequent Lease Year shall be reduced by the difference in Rentable Square Feet between the 37th Floor Premises and the Substitute Premises multiplied by the applicable per square foot rates (which shall be, with respect to the initial Term, the applicable per square foot rates for Premises B set forth in Item 3 of the Schedule in this Lease and, with respect to the First Extension Period and the Second Extension Period, the applicable per square foot rates for the Premises for the First Extension Period and the Second Extension Period, respectively) and (ii) Tenant's Proportionate Share shall be recalculated on the basis of the reduced number of Rentable Square Feet of the Premises calculated by subtracting the difference in Rentable Square Feet of the Premises calculated by subtracting the difference in Rentable Square Feet between the 37th Floor Premises and the Substitute Premises from the number of Rentable Square Feet of the Premises.

F. Base Rent in the amount equal to the number of Rentable Square Feet of the Substitute Premises multiplied by the applicable per square foot rates for Premises B set forth in Item 3 of the Schedule shall abate for the two (2) year period commencing on the date on which Tenant occupies the Substitute Premises and is able to do business therein.

G. Space contiguous to the Substitute Premises ("Substitute First Opportunity Space") or, if such contiguous space is already included in the Premises, contiguous space nearest the Substitute Premises not already included in the Premises shall be substituted for the First Opportunity Space on the 36th and 38th floors of the Building if and to the extent that Tenant has not theretofore elected to lease such First Opportunity Space. The Substitute First Opportunity Space (i) shall be not less than 42,618 Rentable Square Feet less the number of Rentable Square Feet of the First Opportunity Space on the 36th and 38th floors, if any, which Tenant has theretofore elected to lease and (ii) shall be identified in the Relocation Notice. Tenant's right of first opportunity with respect to any Substitute First Opportunity Space shall be subject and subordinate to the then existing rights of other tenants therein, including existing leases, renewals and extensions thereof, and expansion rights (including rights of

first opportunity, first offer, first refusal and similar rights). To the extent that Tenant has theretofore elected to lease First Opportunity Space on the 36th and 38th floors of the Building, Landlord may, at its option and in its sole discretion except as hereinafter provided, also relocate all or any portion or portions of such First Opportunity Space, in which event such First Opportunity Space shall be deemed to be included in the Substitute Premises for all purposes of this Section 35 and all of the terms and conditions of this Section 35 shall apply to such First Opportunity Space. Notwithstanding the foregoing, if a single department of Tenant which occupies all or any portion of the 37th Floor Premises is also occupying all or any portion or portions of First Opportunity Space on the 36th and 38th floors of the Building, Landlord may not elect to relocate the 37th Floor Premises without also relocating such First Opportunity Space occupied by such department to space contiguous to the rest of such department which is being relocated, and if Landlord elects to relocate the 37th Floor Premises and such First Opportunity Space, such First Opportunity Space shall be deemed to be included in the Substitute Premises for all purposes of this Section 35 and all of the terms and conditions of this Section 35 shall apply to such First Opportunity Space.

H. The move from the 37th Floor Premises to the Substitute Premises shall be made in a manner which minimizes the disruption of Tenant's business, and if requested by Tenant, shall be carried out in one or more stages during weekends or holidays so as to result in the least inconvenience to Tenant.

I. Landlord shall arrange, manage, monitor and pay for the move from the 37th Floor Premises to the Substitute Premises, including removing, reinstalling, rewiring and recabling equipment and work stations. Landlord shall pay or reimburse Tenant for all reasonable out-of-pocket expenses incurred by Tenant as a result of its relocation to the Substitute Premises, although Landlord shall not be obligated to compensate Tenant for the time of Tenant's employees. The Substitute Premises will be cleaned in accordance with the Cleaning Specifications attached hereto as (Sub)Exhibit H without charge to Tenant (i) following construction of the improvements in the Substitute Premises and prior to Tenant's occupancy of the Substitute Premises and (ii) following Tenant's move into the Substitute Premises.

J. If Landlord elects to relocate the 37th Floor Premises pursuant to this Section 35, from and after such relocation the Substitute Premises shall be deemed for the purposes of this Lease to be the 37th Floor Premises, and the Substitute First Opportunity Space, if any, shall thereafter be deemed for purposes of this Lease to be the 36th and 38th floor First Opportunity Space, on the terms set forth in this Section 35. As soon as practicable after Landlord's or Tenant's request, Landlord and Tenant shall execute an amendment to this Lease confirming the substitution of the Substitute Premises for the 37th Floor Premises and the Substitute First

Opportunity Space, if any, for the 36th and 38th floor First Opportunity Space.

K. Tenant shall move to the Substitute Premises on the later of (i) the relocation date specified in the Relocation Notice or (ii) such later weekend by which the Substitute Premises have been improved for Tenant in accordance with the provisions of this Section 35, it being understood that Tenant will not be obligated to move to the Substitute Premises until the improvements therein have been substantially completed and Tenant and/or a representative of Tenant and Landlord's representative have confirmed the substantial completion of the work in the Substitute Premises pursuant to Section D above. Tenant shall surrender the 37th Floor Premises to Landlord on the next business day following such move.

36. 1992 Lease.

The 1992 Lease shall continue to govern the rights and obligations of the parties as to Premises A until the Commencement Date hereunder, whereupon the 1992 Lease shall be replaced by this Lease (subject to the rights and obligations of the parties under the 1992 Lease which by their terms survive the expiration or other termination of the 1992 Lease) as though the day immediately preceding the Commencement Date were the expiration date of the 1992 Lease. If the Lease is terminated prior to the Commencement Date hereunder, the 1992 Lease shall remain in full force and effect in accordance with its terms as the entire agreement of the parties as to Premises A.

In Witness Whereof, The parties hereto have executed this Lease in manner sufficient to bind them as of the day and year first above written.

Landlord

LRP Thirty North Limited
Partnership,
a Delaware limited partnership

By: LaSalle Partners Management
(Illinois) Limited Partnership,
its Managing Agent

By: _____
James R. Bannon,
Vice President

Tenant

City of Chicago, a municipal
corporation

By: _____
Benjamin Reyes,
Commissioner of
General Services

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

[(Sub)Exhibits "B1.A", "B1.B", "B1.C", "B1.D", "B2.A", "B2.B",
"B2.C", "B2.D", "B2.E", "B2.F", "B2.G", "B2.H", "B2.I",
"B2.J", "T", "L", "M", "N" and "O" referred to
in this Lease Agreement printed on
pages 67552 through 67570
of this Journal.]

(Sub)Exhibits "A", "C", "D", "E", "F", "G", "H", "J", "K-1" and "K-2" referred
to in this Lease Agreement read as follows:

(Sub)Exhibit "A".
(To Lease Agreement)

Lease Description.

30 North LaSalle Street Building.

Lots 1, 2 and the east 40 feet of Lot 3 in Block 55 in the original town of
Chicago in the southeast quarter of Section 9, Township 39 North Range 14

East of the Third Principal Meridian, in Cook County, Illinois consisting of the following parcels:

- Parcel 1: The south eighty (80) feet of Lot 1 and the south eighty (80) feet of the east twenty (20) feet of Lot 2.
- Parcel 2: Lot 1 (except the south eighty (80) feet thereof) and the east twenty (20) feet of Lot 2 (except the south eighty (80) feet thereof).
- Parcel 3: Lot 2 (except the east twenty (20) feet thereof).
- Parcel 4: The east forty (40) feet of Lot 3.

(Sub)Exhibit "C".
(To Lease Agreement)

30 North LaSalle Street, Chicago, Illinois.

Floor	Rentable Square Feet
1	10,529
2	14,036
3	22,033
4	21,762
5	21,762
6	21,762
7	21,762
8	21,762
9	21,762
10	21,762

Floor	Rentable Square Feet
11	12,230
12	21,790
14	21,790
15	21,790
16	21,790
17	21,790
18	21,790
19	21,309
20	21,309
21	22,721
22	22,721
23	22,834
24	22,688
25	22,688
26	22,688
27	22,604
28	22,604
29	22,604
30	22,604
31	22,604
32	22,604
34	22,696
35	23,215

Floor	Rentable Square Feet
36	23,215
37	23,215
38	23,215
39	23,343
40	23,343
41	23,343
42	23,343
43	23,343

(Sub)Exhibit "D".
(To Lease Agreement)

Floor Calculation Example.

Fourth Floor.

Summary Of Calculation

A.	Gross Floor Area	25,200
B.	Gross Core Area	4,482
C.	Usable Area A -- B (Single Tenant Occupancy Only)	20,718 U.S.F.
D.	Chargeable Core Area (Toilets and Service Closets)	1,044
E.	Full Floor Rentable Area (C + D)	21,762 R.S.F.

F.	Floor Factor (E/C) (Single Tenant Occupancy Only)	1.0503909
G.	Usable Areas (Multiple Tenant Occupancy Only and Based on Minimum Corridors)	18,920 U.S.F.
H.	Floor Factor (E/G) (Multiple Tenant Occupancy Only)	1.1502114

(Sub)Exhibit "E".
(To Lease Agreement)

Workletter.

This is the Workletter referred to in the foregoing Lease by and between LRP Thirty North Limited Partnership, a Delaware limited partnership ("Landlord"), and the City of Chicago, a municipal corporation ("Tenant"), for space in the building known as or located at 30 North LaSalle Street, Chicago, Illinois more particularly described in the Lease. Capitalized terms used herein shall have the respective meanings assigned to them in the Lease unless otherwise provided herein.

Tenant is in possession of Premises A, which were improved for occupancy by Tenant by the Original Landlord under the 1992 Lease. This Workletter relates to Premises B.

In consideration of the mutual covenants hereinafter contained, Landlord and Tenant mutually agree as follows:

1. Existing Improvements.

Tenant has elected to use certain portions of existing improvements in Premises B and to require Landlord to demolish the remainder of the improvements in Premises B except as provided in Section 2.F below. Attached hereto as Attachment A are specifications identifying portions of improvements which Tenant elects to use and existing improvements which Tenant elects not to use (the "Demolition Specifications").

2. Base Building Work.

A. On or before June 1, 1995, subject to the provisions of Section 2.C below, but as soon as reasonably possible, Landlord shall (a) demolish the existing improvements identified in the Demolition Specifications and remove rubbish resulting from the demolition, (b) remove any asbestos containing material in Premises B (as identified in the A.T.C. Report (as defined in the Lease)) except duct sealant/mastic located at the joints of the induction units, (c) substantially complete the work (except for floor leveling, which will be performed by Tenant with the Floor Leveling Allowance hereinafter provided for) necessary to make the demolished portions of Premises B consistent with the Base Building Definition described in Attachment B hereto, and (d) tender possession of Premises B (except for the 17th Floor Premises (as hereinafter defined), which Landlord shall tender upon execution of the Lease and this Workletter) to Tenant. Landlord shall proceed with the work described in Attachment B hereto to be performed in the men's and ladies' washrooms (which shall be in compliance with the A.D.A., and the design and fixtures of which shall be consistent with those recently renovated elsewhere in the Building, such as (for all but the 11th floor washrooms, which shall be consistent with the 3rd floor washrooms) the 10th floor washrooms) concurrently with Tenant's construction of the Tenant Work and use reasonable efforts to complete the work in the washrooms on or before May 31, 1995, but not later than the Commencement Date. The work to be performed by Landlord pursuant to this Section 2 is hereinafter referred to as the "Base Building Work". The Base Building Work shall be performed at Landlord's sole cost, subject to the provisions of Attachment B hereto. The Base Building Work shall be performed in accordance with the provisions of Section 2.E below.

B. For purposes of this Workletter, Base Building Work in Premises B or any portion thereof shall be deemed to be substantially completed when (i) the asbestos removal referred to in clause (b) of Section 2.A above has been fully completed and (ii) the remainder of such Base Building Work has been completed, subject to reasonable punchlist items set forth on the punchlist provided for in Section 2.D below, to the extent required in order to permit Tenant's contractor to commence and proceed with the Tenant Work in an orderly progression without material interference on account of completion of Base Building Work. If tender of possession of Premises B or any portion thereof is delayed by Tenant Delay (as hereinafter defined), such tender of possession shall be deemed to have occurred on the date on which it would have occurred but for such Tenant Delay.

C. Tender of possession of Premises B shall be deemed to have occurred notwithstanding that such tender of possession may not include approximately 5,400 square feet of Premises B on the 25th floor of the Building (the "Deferred Premises"). In such event, Landlord shall tender possession to Tenant of the Deferred Premises in accordance with Sections 2.A and 2.B and subject to the provisions of Section 2.D, with the Base

Building Work therein substantially completed, within one hundred thirty-five (135) days after the date of execution and delivery by Landlord and Tenant of the Lease and this Workletter, but as soon as reasonably possible. If Landlord does not tender possession to Tenant of the Deferred Premises on or before June 15, 1995 and, as a result, Tenant is unable to complete the Tenant Work therein concurrently with the Tenant Work in the remainder of Premises B, neither the Commencement Date nor the Expiration Date shall be deferred, but (i) Base Rent and Adjustment Rent for the Deferred Premises shall not commence until the earlier of (a) the seventy-sixth (76th) day after the date on which Landlord tenders possession of the Deferred Premises to Tenant or (b) the date Tenant occupies the Deferred Premises for the purpose of conducting business therein, (ii) Landlord shall continue to be responsible for electricity, in accordance with Attachment B hereto, during the planning and construction of the Tenant Work in the Deferred Premises and (iii) at Landlord's election, either (A) if it is feasible to attempt to complete the Tenant Work in the Deferred Premises concurrently with the Tenant Work in the remainder of Premises B by employing overtime and incurring other costs, Landlord shall pay for such overtime and other costs reasonably incurred in connection therewith in the amount equal to the Bid Amount (as hereinafter defined) and, notwithstanding the provisions of clause (i) of this sentence, Base Rent and Adjustment Rent for the Deferred Premises shall commence on the Commencement Date or (B) notwithstanding the provisions of clause (i) of this sentence, Base Rent and Adjustment Rent for the entire 25th floor of Premises B shall not commence until the earlier of (a) the seventy-sixth (76th) day after the date on which Landlord tenders possession of the Deferred Premises to Tenant or (b) the date Tenant occupies any portion of the 25th floor for the purpose of conducting business therein, but pro rata if only a portion of the 25th floor is occupied for such purpose prior to such seventy-sixth (76th) day, and Landlord shall continue to be responsible for electricity, in accordance with Attachment B hereto, during the planning and construction of the Tenant Work in the Deferred Premises. In the initial bidding of the Tenant Work, Tenant will assume that possession of the Deferred Premises will be tendered to Tenant after tender of possession of the remainder of Premises B, and Tenant shall competitively bid the construction of the Deferred Premises with and without the use of overtime and other expense to complete the Tenant Work in the Deferred Premises concurrently with the Tenant Work in the remainder of Premises B. Landlord will give notice to Tenant of the anticipated date of delivery of the Deferred Premises. When Landlord gives Tenant notice of such anticipated date of delivery, Tenant shall, within five (5) business days thereafter, procure a bid for the construction of the Deferred Premises on the basis of such anticipated date of delivery from the contractor who has been selected by Tenant as its general contractor and notify landlord of the amount of such bid. Within three (3) business days thereafter, landlord shall make the election provided for in this section, which shall be made in Landlord's sole discretion. If the Deferred Premises are delivered on such anticipated date of delivery, such amount

shall be the "Bid Amount" referred to above. If the Deferred Premises are not delivered on such anticipated date of delivery, Landlord will give notice to Tenant of the revised anticipated date of delivery of the Deferred Premises. If it is still feasible, based on such revised anticipated date of delivery, to attempt to complete the Tenant Work in the Deferred Premises concurrently with the Tenant Work in the remainder of Premises B by employing overtime and incurring other costs, then Tenant may, within five (5) business days after Landlord gives notice of the revised anticipated date of delivery, procure a revised bid on the basis of the revised anticipated date of delivery and notify Landlord of the amount of such revised bid. Within three (3) business days thereafter, Landlord shall again make the election provided for in this section, which shall be made in Landlord's sole discretion. Such amount shall then be the "Bid Amount" referred to above unless the Deferred Premises are again not delivered on the anticipated date of delivery, in which case the procedure established hereby shall be repeated until the Deferred Premises are actually delivered on an anticipated date of delivery set forth in a notice from Landlord to Tenant pursuant hereto or until it is no longer feasible to attempt to complete the Tenant Work in the Deferred Premises concurrently with the Tenant Work in the remainder of Premises B by employing overtime and incurring other costs, in which case Landlord shall no longer be entitled to make the election provided for in this section and the provisions of clause (B) of this section shall apply. In any event, Landlord shall use its best efforts to tender possession of the Deferred Premises within one hundred thirty-five (135) days after the date of execution and delivery by Landlord and Tenant of the Lease and this Workletter or as promptly thereafter as possible.

D. Prior to Tenant taking possession of Premises B for the purpose of performing the Tenant Work, Tenant and/or a representative of Tenant, Tenant's architect and general contractor, and Landlord shall inspect the Base Building Work to confirm its substantial completion and to create a punchlist of Base Building Work items, mutually agreed upon by the authorized construction representatives for Landlord and Tenant selected pursuant to Section 16 hereof, which need to be repaired and/or completed or corrected and Landlord agrees to make such repairs, completions or corrections within thirty (30) days thereafter, or within such additional period of time as is reasonably possible to complete such items. Tenant's taking possession of Premises B or any part thereof for the purpose of performing the Tenant Work shall be conclusive evidence that the patching, taping and sanding of drywall in Premises B or such portion thereof had been satisfactorily completed when Tenant took possession, subject to the items contained in the punchlist.

E. The Base Building Work shall be performed in a good and workmanlike manner, in accordance with the Base Building Definition, and shall meet or exceed the standards for construction and quality of materials as reasonably necessary and expected for first-class office buildings in Chicago, Illinois. In addition, the Base Building Work shall

be performed in compliance with all applicable building, zoning, land use and environmental laws, ordinances, rules and regulations and insurance company requirements. Landlord's general contractor shall obtain all required building permits with respect to the Base Building Work prior to commencement of any construction.

F. Notwithstanding anything to the contrary contained herein, in Attachment B hereto or in the Lease, although the 17th Floor Premises shall be consistent with (Sub)Exhibit F, the Base Building Definition attached to the Lease, Tenant shall otherwise accept the 17th Floor Premises in their "as is" condition as of the date on which Landlord tenders possession of the 17th Floor Premises to Tenant and Landlord shall not be obligated to perform any Base Building Work in the 17th Floor Premises. The provisions of Section 2.D shall not be applicable to the 17th Floor Premises. In addition, Tenant specifically acknowledges that the washrooms on the 17th floor will be provided in their "as is" condition (subject to Landlord's obligations under the Lease), without renovation.

3. Tenant Work.

Tenant shall, at Tenant's sole cost and expense subject to application of the Allowances (as hereinafter defined), perform all work, other than the Base Building Work, required to prepare Premises B for occupancy by Tenant (the "Tenant Work"). The Tenant Work shall be performed in accordance with plans and specifications prepared by Tenant's architect, Interior Space International ("I.S.I.") ("Tenant's Architect"), who is hereby approved by Landlord as Tenant's Architect, and mechanical, electrical and other appropriate engineers designated or approved by Landlord (collectively, the "Engineers"). Landlord hereby approves Tenant's use of Environmental Systems Design, Inc., should Tenant elect to hire such firm. Landlord's approval of such plans and specifications, of Tenant's Architect and of Engineers selected by Tenant shall not be unreasonably withheld.

4. Plans And Specifications For The Tenant Work.

A. Tenant agrees to cause Tenant's Architect to prepare preliminary plans for the Tenant Work (the "Space Plans") and to submit the same, as approved by Tenant, to Landlord for Landlord's reasonable approval. Tenant shall have reasonable access to the Building and Premises B for space planning purposes.

B. Following Landlord's reasonable approval of the Space Plans, Tenant agrees to cause Tenant's Architect and the Engineers to prepare architectural and engineering plans and specifications for the Tenant Work (the "Plans and Specifications") and to submit the same as approved

by Tenant, to Landlord for Landlord's reasonable approval. The Plans and Specifications shall include (a) reflected ceiling plans, (b) dimensioned partition and door location plans, (c) telephone and electrical plans noting any special lighting and power load requirements, (d) environmental design criteria and all security and communications information, (e) mechanical, plumbing and fire protection plans and (f) to the extent applicable, structural and engineering drawings and calculations. The Plans and Specifications shall describe the Tenant Work in sufficient detail to permit the solicitation of contractors' bids and their actual construction.

C. Landlord shall either approve or disapprove the Space Plans and the Plans and Specifications, which approval shall not be unreasonably withheld, as soon as reasonably possible after receipt thereof from Tenant, but in any event within five (5) business days after receipt of the Space Plans and ten (10) business days after receipt of the Plans and Specifications. If Landlord disapproves the same, Landlord shall specify in reasonable detail the reasons for any such disapproval. Tenant shall deliver or cause Tenant's Architect and/or the Engineers to deliver to Landlord revised Space Plans or Plans and Specifications, as the case may be, which respond to Landlord's reasonable requests for changes. If the revised Space Plans or Plans and Specifications, as the case may be, do not respond to Landlord's reasonable requests for changes, Tenant shall make further changes as reasonably requested by Landlord until the Space Plans or the Plans and Specifications, as the case may be, have been approved by Landlord. The Plans and Specifications approved by Landlord and Tenant are hereinafter referred to as the "Final Plans". Landlord shall either approve or disapprove any changes requested by Landlord in the Space Plans and the Plans and Specifications as soon as reasonably possible after receipt thereof from Tenant, but in any event within two (2) business days after receipt, in the case of the Space Plans, and three (3) business days after receipt, in the case of the Plans and Specifications.

D. Tenant agrees that Landlord shall not have unreasonably disapproved the Space Plans or the Plans and Specifications if the Tenant Work (1) would not be consistent with the first-class nature of the Building; (2) would affect the structure or the exterior appearance of the Building; (3) would adversely affect the heating, ventilating and air conditioning systems or electrical, mechanical, plumbing or other lines or systems in the Building or the Building circuitry; (4) would adversely affect the safety of the Building or the life-safety systems in the Building; (5) would increase Landlord's costs of operating and maintaining the Building; (6) would materially disturb other tenants of the Building such as, for example, by requiring entry into the premises of other tenants; or (7) would, in Landlord's reasonable judgment, violate or cause any portion of the Building to violate the terms of any applicable zoning or building laws or ordinances or other governmental orders or requirements; provided, however, that the foregoing are merely examples of reasons for

which Landlord may request changes and modifications to the Space Plans or the Plans and Specifications or withhold its approval thereof and shall not be deemed exclusive of any permitted reasons for reasonably requesting changes and modifications or withholding approval, whether similar or dissimilar to the foregoing examples.

E. The floor leveling provided for in the Base Building Definition will be performed by Tenant as part of the Tenant Work, subject to reimbursement by Landlord to the extent of the Floor Leveling Allowance provided for in Section 7 hereof. Tenant will specify those areas reasonably requiring floor leveling (taking into account Tenant's proposed uses of various portions of Premises B), consistent with the specifications outlined in the Base Building Definition, but not including the 17th Floor Premises, for Landlord's approval. Landlord shall either approve or disapprove the same within three (3) business days after Landlord's receipt thereof, which approval shall not be unreasonably withheld.

F. The Space Plans and the Plans and Specifications may provide, as part of the Tenant Work, for Tenant's wall partitions to terminate against the exterior glass, over convector units, with a neophrene finish on the partitions where they meet the exterior glass. Tenant shall (i) cut one access panel per office in each convector cover in order to provide access for maintenance of the convector units and thermostatic adjustment and (ii) cut the diffuser grille in convector covers which it will not otherwise be possible to remove because of the location of the wall partitions. Tenant shall not otherwise modify or damage the convector covers or diffuser grilles. To the extent that, in Landlord's reasonable judgment based on the advice of an HVAC contractor reasonably acceptable to Tenant and taking into account the reasonable judgment of the Building's engineers, the access provided by cutting the diffuser grilles as described in clause (ii) above makes it unnecessary to provide the access panels described in clause (i) above, then Tenant shall not be obligated to provide such access panels. Without limitation of the other provisions of this Section 4, the finishing details of the work described in this Section 4.F shall be subject to Landlord's reasonable approval. Tenant shall not have any obligation to restore or replace the convector covers and diffuser grilles at the end of the Term of the Lease due to the work described in this Section 4.F. Tenant's maintenance responsibilities under the Lease shall include, however, any damage to induction units or to windows which results from the work described in this Section 4.F. Landlord shall not be responsible for any deficiencies in the HVAC service supplied to the Premises which results from the work described in this Section 4.F.

G. The Space Plans and the Plans and Specifications may also provide, as part of the Tenant Work, for installation of card readers or other security devices at Tenant's expense, subject to application thereto of the appropriate Allowances provided for herein, so that Tenant may use the fire stairs for access between floors of the Premises. Such readers or other devices shall be subject to Landlord's reasonable approval.

H. Tenant's Architect and the Engineers shall be retained by Tenant at Tenant's expense, subject to application of the appropriate Allowances.

I. Notwithstanding anything to the contrary contained herein, neither plans and specifications nor Landlord's approval shall be required for the Tenant Work as to any portion of the Premises (including the 17th Floor Premises) in which the Tenant Work will consist only of repainting and re-carpeting.

5. Tenant's Contractors; Construction Contract.

A. Subject to Landlord's reasonable review of A.I.A. statements of qualification for the contractors listed below, Landlord hereby approves the following list of general contractors provided by Tenant from which Tenant's general contractor will be selected. All A.I.A. statements submitted to Landlord shall be deemed to have been approved unless rejected within five (5) business days.

LaSalle Construction Limited

Interior Construction Group

Turner SPD

Interior Alterations

Pepper Construction

Morse Diesel Interiors

JC Anderson Incorporated

Before soliciting bids for any of the Tenant Work, Tenant shall submit the names and addresses of all subcontractors to Landlord. Any general contractor selected by Tenant, other than pursuant to the foregoing provisions of this Section 5.A, and major subcontractors shall be subject to the reasonable approval of Landlord. With the exception of sprinkler and life safety work, Landlord shall not require any specific subcontractors. The subcontractors for sprinkler and life safety work shall be Viking Fire Protection Company and Grinnell Fire Protection Systems Company, provided that (a) their bids are competitive or (b) Landlord pays the costs of the work performed by them and required by applicable code which are in excess of competitive bids obtained by Tenant from other qualified contractors (copies of all of which bids shall be delivered to Landlord). Landlord shall not require that the Tenant Work include sprinkler work in excess of that required by applicable code.

The general contractor and all subcontractors which Tenant or its general contractor uses in the construction of the Tenant Work shall be licensed contractors having a good reputation and a demonstrated capability to perform quality workmanship, have financial capacity to complete the work, be experienced in performing work of the type contemplated in comparable first-class office buildings and familiar with high-rise construction to the extent relevant, and be capable of working in harmony with other contractors in the Building.

B. Construction of the Tenant Work shall be accomplished by Tenant under the terms of a single General Contract (herein so called) that shall be executed by R.M. Chin & Associates, Tenant's project manager, and the general contractor selected by Tenant pursuant to Section 5.A above or another general contractor reasonably approved by Landlord. The General Contract shall provide for a fixed or guaranteed maximum price for the cost of the Tenant Work.

6. Construction Of Tenant Work.

A. Landlord shall permit Tenant and Tenant's contractors to take possession of and enter Premises B from and after tender of possession of Premises B by Landlord to Tenant to enable Tenant to construct the Tenant Work. The permission herein granted for the entry of Tenant and Tenant's contractors into the Building is conditioned upon Tenant and Tenant's agents, contractors, workmen, suppliers and invitees working in harmony with and not unreasonably interfering with Landlord's contractors or their subcontractors for the Base Building Work or with contractors performing work in the Building for other tenants or with tenants and occupants of the Building and complying with reasonable rules and regulations established by Landlord for the protection of the Building and protection and completion of the Base Building Work and of such work for other tenants. If at any time such entry shall cause or threaten to cause disharmony or interference, Landlord shall have the right to withdraw such permission upon not less than twenty-four (24) hours written notice to Tenant; provided, however, that Landlord and Tenant shall use reasonable efforts to attempt to resolve the circumstances leading to any such withdrawal of permission and that such permission shall remain in effect if the matter is resolved prior to the time of termination set forth in such notice, together with such additional time as shall reasonably be necessary if Tenant commences to cure such circumstances within such twenty-four (24) hour period but reasonably does not complete such cure within such twenty-four (24) hour period. If such permission is withdrawn, Tenant shall have the right to replace the contractor or contractors whose activities resulted in such withdrawal of permission, subject to Landlord's reasonable approval of the replacement contractor or contractors. Tenant agrees that such entry into and occupation of Premises B shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, including, without

limitation, the provisions of Section 11 of the Lease, except the covenant to pay Base Rent and Adjustment Rent and to pay for electricity (which shall be paid for by Landlord as provided in Section 9 of this Workletter), and further agrees that in connection therewith Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of the Tenant Work or to property placed in Premises B except for injury, loss or damage resulting from Landlord's negligence, and then subject to the waiver of subrogation contained in Section 10 of the Lease, the same being strictly at Tenant's sole risk. Landlord agrees that the obligations of Landlord under Section 11 of the Lease shall apply to Tenant's occupancy of Premises B for the purposes of performing the Tenant Work.

Landlord shall work in harmony with, and cause its agents, contractors, workmen, suppliers and invitees to work in harmony with, and not unreasonably interfere with Tenant's contractors or their subcontractors for the Tenant Work.

B. Tenant shall commence the Tenant Work promptly following tender of possession of Premises B to Tenant for such purpose, or as soon thereafter as reasonably possible, and shall proceed with the Tenant Work with reasonable diligence in order to complete the Tenant Work on or about the Commencement Date.

C. The Tenant Work shall be performed in a good and workmanlike manner, in accordance with the Final Plans, and shall meet or exceed the standards for construction and quality of materials as reasonably necessary and expected for first-class office buildings in Chicago, Illinois. In addition, the Tenant Work shall be performed in compliance with all applicable building, zoning, land-use and environmental laws, ordinances, rules and regulations and insurance company requirements. Tenant's general contractor shall obtain all required building permits and insurance certificates required as hereinafter described with respect to the Tenant Work prior to commencement of any construction.

D. Tenant shall coordinate, and cause its contractors to coordinate, with Landlord's authorized construction representative in relation to, without limitation, the scheduling of construction, the use of Building loading docks, the delivery of materials and labor for Premises B and the removal of rubbish and construction debris. Landlord shall have the right to attend construction progress meetings relating to the Tenant Work and shall receive a copy of the minutes of such meetings concurrently with their distribution to Tenant. Landlord and Landlord's architect shall have the right to inspect the Tenant Work at all times without unreasonably interfering with the Tenant Work.

E. Tenant shall require its general contractor and all subcontractors performing work on behalf of Tenant to provide protection against damage to the Building and work of other tenants to an extent that is satisfactory to Landlord in the reasonable exercise of its discretion. In any event,

however, if such damage shall occur, Tenant shall promptly restore and repair, or cause its contractor to promptly restore and repair, such damage, or Landlord or its contractor may, at Landlord's option following notice to Tenant and a reasonable opportunity to cure, restore and repair any such damage or permit any other tenant or its contractor to restore work for such tenant which has been damaged, in each case at Tenant's sole cost.

F. Neither approval of the Plans and Specifications nor supervision of any of the Tenant Work by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of the Plans and Specifications or the quality of workmanship or the compliance of the Tenant Work with applicable law. Neither Landlord nor its agents shall have any responsibility for the adequacy of design of the Tenant Work or for construction means, methods or techniques or safety precautions or programs in connection with the Tenant Work.

G. No extras, changes or deletions in the Tenant Work materially affecting the cost or character of the Tenant Work or which would cause any of the Tenant Work to conflict with any of the criteria set forth in Section 4.D hereof shall be permitted without the prior written consent of Landlord, which shall not be unreasonably withheld. The reasonableness of disapproval of any such extra, change or deletion shall be judged according to the criteria set forth in Section 4.D hereof for the Tenant Work initially provided for in the Space Plans and the Plans and Specifications. All changes, extras and deletions submitted to Landlord shall be deemed to have been approved unless rejected within three (3) business days following submission. Tenant shall deliver to Landlord copies of all change orders relating to the Tenant Work promptly after they are prepared.

7. Allowances.

A. In addition to the Base Building Work, Landlord shall provide the Space Planning Allowance, Architectural/Moving Allowance, Tenant Improvement Allowance and Floor Leveling Allowance described herein (collectively, the "Allowances").

B. Landlord agrees to pay up to \$12,360.48 (which is the amount equal to the product of \$.08 multiplied by the number of Rentable Square Feet of Premises B excepting the 17th Floor Premises) (the "Space Planning Allowance") toward architectural fees and expenses incurred in connection with preparation of the Space Plans. In the event such fees and expenses exceed the Space Planning Allowance, Tenant shall pay and be responsible for all of such excess, subject to application thereto of the Architectural/Moving Allowance, to the extent thereof. If such fees and expenses are less than the Space Planning Allowance, Tenant shall not be entitled to any credit or payment or any abatement on account thereof.

C. Landlord agrees to pay \$772,530.00 (which is the amount equal to the product of \$5.00 multiplied by the number of Rentable Square Feet of Premises B, excepting the 17th Floor Premises) (the "Architectural/Moving Allowance") toward the fees and expenses of Tenant's Architect and the Engineers in connection with preparation of the Space Plans and the Plans and Specifications and, if such fees and expenses and any excess fees and expenses referred to in Section 7.B above are less than the Architectural/Moving Allowance, to moving costs, consulting fees, hard and soft signage costs, and other costs related to the project. In the event such fees, expenses and moving and other costs exceed the Architectural/Moving Allowance, Tenant shall pay and be responsible for all of such excess. If such fees, expenses and moving and other costs are less than the Architectural/Moving Allowance, the lesser of (a) the unused balance of the Architectural/Moving Allowance and (b) \$154,506.00 (which is the product of \$1.00 multiplied by the number of Rentable Square Feet of Premises B excepting the 17th Floor Premises) shall be applied as provided in Section 7.I below.

D. Landlord agrees to pay \$5,557,710.00 (which is the sum of (i) the product of \$35.00 multiplied by the number of Rentable Square Feet of Premises B plus (ii) \$150,000.00 on account of the 17th Floor Premises), as adjusted pursuant to Section 7.F hereof, toward the hard and soft costs of the construction of the Tenant Work (and, as to the \$150,000.00 for the 17th Floor Premises, toward any fees, expenses and costs referred to in Sections 7.B and 7.C above). Such amount, as it may be so adjusted, is herein referred to as the "Tenant Improvement Allowance". Soft costs of the construction of the Tenant Work shall include, but not be limited to, design, consulting and project management fees and other soft costs related to the project. Hard costs include all construction costs, including, but not limited to, those related to the Tenant Work and to signage, and the general contractor's fees. In the event the hard and soft costs of the construction of the Tenant Work and the other costs to which the Tenant Improvement Allowance may be applied pursuant to this Workletter exceed the Tenant Improvement Allowance, Tenant shall pay and be responsible for all of such excess. If the Tenant Improvement Allowance exceeds the costs of the Tenant Work, the lesser of (a) the unused balance of the Tenant Improvement Allowance and (b) \$1,131,542.00 (which is the sum of (i) the product of \$7.00 multiplied by the number of Rentable Square Feet of Premises B excepting the 17th Floor Premises, plus (ii) \$50,000.00 as to the 17th Floor Premises) shall be applied as provided in Section 7.I below.

E. Landlord agrees to pay up to \$115,879.50 (which is the amount equal to the product of \$.75 multiplied by the number of Rentable Square Feet of Premises B excepting the 17th Floor Premises) (the "Floor Leveling Allowance") toward the cost of floor leveling pursuant to the Base Building Definition and specifications therefor approved by Landlord pursuant to Section 4.E above. In the event such cost exceeds the Floor

Leveling Allowance, Tenant shall pay and be responsible for all of such excess. If such cost is less than the Floor Leveling Allowance, Tenant shall not be entitled to any credit or payment or any abatement on account thereof.

F. Tenant shall competitively bid the construction of the Premises on the 6th floor of the Building with and without the re-use of the existing ceiling and above ceiling improvements and furnish evidence of the costs of the alternates to Landlord. The amount of the Tenant Improvement Allowance shall be reduced by the amount of any savings which could be achieved with re-use. Savings will be calculated net of the costs associated with a re-use of the ceiling improvements, including, but not limited to, the labor to take down and reinstall the ceiling tiles and the replacement of ceiling tiles and other existing improvements damaged during the process (provided the removal was done in a good and workmanlike manner), but not including overtime costs. If costs to re-use the ceiling improvements are greater than the construction of a new ceiling, then Tenant may cause Landlord to demolish the ceiling, in accordance with Sections 1 and 2 above, within the longer of (a) two weeks after notice from Tenant to Landlord to do so or (b) the ninety (90) day period provided for in Section 2.A above.

G. It shall be a condition to the first disbursement of the Allowances that (1) Tenant shall deliver to Landlord copies of firm contracts for all of the Tenant Work and (2) Tenant's general contractor shall execute a customary acknowledgement (relating to no beneficiary rights, completion of the Tenant Work in accordance with the Final Plans and the General Contract and other customary acknowledgments) to any construction escrow agreement among Landlord, Landlord's lender and Chicago Title and Trust Company which may be required by Landlord's lender in connection with the disbursement of the Allowances. It shall be a condition to the first and each subsequent disbursement of any Allowance that Tenant shall deliver to Landlord (1) a certificate of Tenant's Architect that the portion of the Tenant Work for which payment is being sought has in fact been completed in accordance with the Final Plans and in compliance with all applicable building, zoning, land-use and environmental and other laws, ordinances, rules and regulations, (2) written approval and authorization from Tenant's construction representatives to Landlord to pay the amounts for which payment is being requested, (3) proper invoices or receipts, and such contractors' affidavits, sworn statements, partial and final waivers of lien, architect's certificates and any other documentation or Tenant or contractor undertakings which may be requested by Chicago Title Insurance Company, as construction escrowee, for the purpose of insuring over mechanics' lien claims, or rights thereto, in connection with the Tenant Work, (4) in the case of furniture, furnishings, and related freight charges referred to in Section 7.I below, evidence reasonably satisfactory to Landlord that all costs of the Tenant Work have been paid and (5) such other documentation as Landlord or Landlord's lender may reasonably

require. It shall be a condition to the final disbursement of the Allowances on account of the cost of the Tenant Work that Tenant shall deliver to Landlord (i) an estoppel certificate addressed to Landlord's lender in form and substance satisfactory to Landlord's lender, (ii)(A) marked copies of the "as built" drawings supplied by Landlord for the 17th Floor Premises showing all changes resulting from the Tenant Work and (B) "as built" drawings for the Tenant Work in the remainder of Premises B, (iii) a certificate of occupancy for Premises B, (iv) warranties and equipment operating manuals, if any, and (v) balancing reports for the heating, ventilation and air conditioning system. Tenant will not be responsible for actual conditions in the 17th Floor Premises if they vary from the "as built" drawings supplied by Landlord. The Allowances shall be paid on a monthly basis.

H. Tenant may not make any request for payment of any Allowance later than ninety (90) days following the Commencement Date and following such date any excess Architectural/Moving Allowance and Tenant Improvement Allowance shall be credited against Rent in accordance with Section 7.I below. At such time as the Allowances are exhausted, Tenant shall pay the remaining costs of the Tenant Work and other costs to which the Allowances may be applied.

I. Tenant shall be allowed, at its option, to apply excess Architectural/Moving Allowance and Tenant Improvement Allowance, to the extent permitted by Sections 7.C and D above, to the purchase of furniture and furnishings for Premises B and related freight charges. Any excess Architectural/Moving Allowance and Tenant Improvement Allowance, to the extent permitted by Sections 7.C and D above, not applied to reimburse Tenant for any items just referred to shall be applied to installments of Base Rent and Adjustment Rent for Premises B becoming due from Tenant to Landlord under the Lease after ninety (90) days following the Commencement Date so as to exhaust the excess as soon as possible. Any furniture or furnishings purchased by Tenant will be owned by Tenant.

J. Under no circumstances not related to default by Tenant shall Landlord be relieved of its obligation to pay the Allowances. At Tenant's option and upon not less than ten (10) business days notice to Landlord, Tenant may elect to credit any portion of the Allowances not paid when due, together with interest on the unpaid and uncredited balance thereof from time to time outstanding at the Default Rate under the Lease, against installments of Base Rent and Adjustment Rent under the Lease so as to exhaust such portion of the Allowances and interest thereon as soon as possible (it being understood, however, that any portion of the Allowances or of interest thereon which, although not paid when due, is thereafter paid shall not subsequently be credited against Base Rent or Adjustment Rent). The provisions of this section shall not be construed to authorize Landlord to delay payments of the Allowances in breach of the provisions of this Workletter. Any such delay in breach of the provisions

of this Workletter which causes Tenant to be delayed in completing the Tenant Work shall constitute Landlord Delay under Section 12 hereof.

K. If any portion of the Allowances exceeding \$1,000,000.00 remains unpaid and not credited against rent following the Applicable Outside Payment Date (as hereinafter defined), Tenant shall have the right to elect to either (i) terminate the Lease by notice to Landlord given during the ten (10) business day period following such Applicable Outside Payment Date and prior to payment of such portion of the Allowances or (ii) extend such Applicable Outside Payment Date as hereinafter provided. As used herein, the term "Applicable Outside Payment Date" shall mean, as to any portion of the Allowances, one hundred eighty (180) days after the date on which such portion of the Allowances was due; provided, however, that if payment of such portion of the Allowances is delayed on account of Tenant Delay (including any default by Tenant under this Workletter which actually delays the payment of such portion of the Allowances), the Applicable Outside Payment Date shall be extended by the period of Tenant Delay; and provided, further, however, that Tenant may elect by giving notice to Landlord within ten (10) business days after such Applicable Outside Payment Date, as it may have been previously extended, to extend such Applicable Outside Payment Date in not less than thirty (30) day increments for not more than an aggregate of an additional one hundred eighty (180) days beyond the end of the initial Applicable Outside Payment Date. Tenant shall not be entitled to terminate the Lease pursuant to this section on account of nonpayment of any portion of the Allowances unless Tenant has complied with the conditions of this Workletter which are to be complied with in order for such portion of the Allowances to be due and payable under this Section 7.

8. Construction Supervision Fee.

Landlord will not charge a supervisory fee for the Tenant Work.

9. Building Services.

A. The freight elevator and HVAC, electricity and other utilities shall be made available during construction of the Tenant Work in accordance with Attachment B hereto. Tenant's freight elevator shift will be from 6:00 P.M. to 10:00 P.M., weekends and holidays excepted, during construction of Premises B. Tenant will have use of the loading dock and related Building entrances at the times it has use of the freight elevator. Tenant will reasonably accommodate the Building's cleaning crews in their use of the freight elevator, loading dock and entrances during Tenant's freight elevator shift. Normal business hours for the freight elevator are from 7:30 A.M. to 5:00 P.M., weekends and holidays excepted.

B. Tenant shall pay, as part of the cost of Tenant Work (which may be paid out of the Tenant Improvement Allowance to the extent thereof), Landlord's direct costs during the construction period for freight elevator and HVAC service outside of normal business hours (as set forth in the Lease for HVAC service and in the Lease and in Section A above for freight elevator service), rubbish removal and any other general conditions, labor or materials supplied by Landlord or its agents at the request of Tenant or its contractors in connection with the construction of the Tenant Work. Tenant shall not be charged, however, for HVAC service supplied to Premises B outside of normal business hours without request of Tenant or its contractors. For example, if and to the extent that Landlord is supplying heat or other HVAC service to the Building outside of normal business hours without charge to other tenants (such as heat supplied for the protection of the Building), Landlord shall also supply such service to Premises B, without charge to Tenant.

10. Insurance.

Prior to the initial entry to the Building or Premises B by Tenant and by the general contractor or any subcontractors for the Tenant Work, Tenant or its general contractor shall furnish Landlord with policies of insurance covering Landlord, its partners, the management agent for the Building and such additional parties as Landlord may reasonably designate as additional insured parties, with such coverages and in such amounts as Landlord may reasonably require in order to insure Landlord, its partners, the management agent for the Building, their respective agents and employees and such additional parties as Landlord may reasonably designate against liability for injury to or death of persons or damage to property of Landlord, its contractors, other occupants of the Building or others, by reason of such entry or any activity or work carried on, in, or about the Building or Premises B by or on behalf of Tenant. In addition to the foregoing, Tenant shall not permit Tenant's general contractor or any subcontractors to commence any work until all required insurance as set forth in the next succeeding sentence has been obtained by Tenant's contractors and certificates evidencing such coverage have been delivered to Landlord. Tenant or Tenant's general contractor and subcontractors shall secure, pay for and maintain during the continuance of their respective work within Premises B insurance, all policies of which shall be endorsed to include Landlord, its partners, the management agent for the Building and such additional parties as Landlord may reasonably designate as additional insured parties, shall provide for not less than ten (10) days prior written notice to Landlord of any alteration or termination of coverage and shall be primary and non-contributory to coverage carried by Landlord, with such coverages and in such amounts as Landlord may then reasonably require but in at least the following amounts and insuring at least the following risks:

(i) "All-risk" builder's risk insurance upon all Tenant's Work to the full insurable value thereof, which shall include the interests of Landlord, Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Tenant's Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. Any loss insured under said "all-risk" builder's risk insurance is to be adjusted with Landlord and Tenant and made payable to Landlord as trustee for the insureds, as their interests may appear, subject to agreement reached by said parties in interest, or in the absence of any such agreement, then in accordance with a final, nonappealable order of a court of competent jurisdiction. The waiver of subrogation provisions contained in Section 10 of the Lease shall apply to the "all-risk" builder's risk insurance policy to be obtained pursuant to this paragraph.

(ii) Commercial general public liability insurance, including insurance against assumed or contractual liability with respect to operations which may arise under this Workletter by Tenant, its contractors or any servant, agent or employee of any independent contractor of Tenant, to afford protection to a limit of not less than \$1,000,000.00, combined single limit per occurrence, with respect to bodily injury, death, personal injury or property damage. Such insurance shall include broad form contractual liability, broad form property damage, premises/operations, independent contractors liability, owners and contractors protective liability and products/completed operations, written on an occurrence basis.

(iii) Comprehensive automobile liability insurance, including owned, hired and non-owned vehicles, with a combined single limit of \$1,000,000.00 per occurrence covering bodily injury, personal injury and property damage.

(iv) Workers' Compensation Insurance in statutory limits, and Employer's Liability Insurance with limits of liability of not less than \$1,000,000.00 each accident; \$1,000,000.00 disease, policy limit; and \$1,000,000.00 disease, per employee as to the general contractor and major subcontractors (as designated by Landlord in Landlord's reasonable discretion) and not less than \$500,000.00 each accident; \$500,000.00 disease, policy limit; and \$500,000.00 disease, per employee for other subcontractors.

(v) Excess liability insurance, which shall, except as hereinafter provided, specifically identify the policies of insurance for each of the coverages described above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies. Such insurance shall have a limit of not less than \$10,000,000 each occurrence, excess of the underlying policy limits.

Notwithstanding the foregoing, such insurance need not provide protection with respect to the risks covered by the Workmen's Compensation Insurance, except for that portion applicable to Employers' Liability coverage.

11. Tenant Delay.

A. If tender of possession of Premises B to Tenant is delayed by any act or omission or delay by Tenant, Tenant's Architect, the Engineers, Tenant's Agents or Tenant's contractors or persons employed by any of them, the period of actual delay resulting therefrom shall constitute Tenant Delay. Landlord shall promptly notify Tenant in writing of any delay that Landlord believes is a Tenant Delay.

B. In the event Tenant Delay shall cause Landlord to be delayed in completing any portion of the Base Building Work to the extent required hereby, such portion of the Base Building Work shall be deemed, for purposes of this Workletter, to have been completed to such extent on the date when such Base Building Work would have been completed to such extent but for Tenant Delay.

12. Landlord Delay.

A. If the Tenant Work is delayed by any of the following causes:

(i) Landlord's failure to approve or disapprove the Space Plans or the Plans and Specifications within the periods provided for herein; or

(ii) Landlord's failure to deliver possession of Premises B when required hereby; or

(iii) Landlord's failure to pay any portion of the Allowances when due; or

(iv) Landlord's failure to provide access to Premises B as required hereby; or

(v) any other act or omission or delay by Landlord, Landlord's agents or Landlord's contractors or persons employed by any of them;

the period of actual delay resulting therefrom shall constitute Landlord Delay. Tenant shall promptly notify Landlord in writing of any delay that Tenant believes is a Landlord Delay.

B. In the event Landlord Delay shall cause Tenant to be delayed in completing the Tenant Work, the Commencement Date shall be deferred (except as provided in Section 2.C above) by the period of Landlord Delay.

13. Excusable Delay.

Notwithstanding anything contained in this Workletter which may appear to be to the contrary, if Landlord or Tenant fails to timely perform any of the terms, covenants and conditions of this Workletter to be performed by Landlord or Tenant, as the case may be, then to the extent that such failure is due to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations (including refusal to issue a required permit or requirement to perform remedial work), riots, insurrections, war, fuel shortages, accidents, casualties, severe or unusual weather conditions, acts of God, acts caused by the other party, whether Tenant or Landlord, as the case may be, or caused by any of such party's agents, employees, contractors, licensees or invitees, or any other cause beyond the reasonable control of Landlord or Tenant, as the case may be, Landlord or Tenant, as the case may be, shall not be liable on account of or deemed in default under this Workletter as a result of such failure, and each date or period for performance by Landlord or Tenant, respectively, set forth herein shall be extended by the period of delay attributable to the foregoing.

14. Delay In Tender Of Possession.

Notwithstanding the provisions of Section 13 above, (a) if Landlord does not tender possession of Premises B (except for the Deferred Premises referred to in Section 2.C above) to Tenant in accordance with Section 2 above on or before the Applicable Outside Delivery Date (as hereinafter defined), then Tenant shall have the right to elect to either (i) terminate the Lease by notice to Landlord given during the ten (10) business day period following the Applicable Outside Delivery Date and prior to such tender of possession or (ii) extend the Applicable Outside Delivery Date as hereinafter provided; and (b) if Landlord does not tender possession of the Deferred Premises to Tenant in accordance with Section 2 above on or before the Applicable Outside Delivery Date, then Tenant shall have the right to elect to either (i) terminate the Lease as to the 25th floor of the Building by giving notice to Landlord within ten (10) business days after the Applicable Outside Delivery Date and prior to such tender of possession, and Base Rent, Tenant's Proportionate Share and any other amounts calculated on the basis of the number of Rentable Square Feet of the Premises or of Premises B shall be correspondingly adjusted to reflect the deletion of the 25th floor from the Premises and the 24th and 26th floors of the Building shall be deleted from the First Opportunity Space, or (ii) extend the Applicable Outside Delivery Date as hereinafter provided. As used herein, the term "Applicable Outside Delivery Date" shall mean two hundred seventy (270) days after the date on which Landlord is obligated hereunder to tender possession of Premises B (except for the Deferred Premises referred to in Section 2.C above) or the Deferred

Premises, as the case may be, to Tenant; provided, however, that if tender of possession is delayed on account of Tenant Delay, the Applicable Outside Delivery Date shall be extended by the period of Tenant Delay; and provided further, however, that Tenant may elect by giving notice to Landlord within ten (10) business days after the Applicable Outside Delivery Date, as it may have been previously extended, to extend the Applicable Outside Delivery Date in not less than thirty (30) day increments for not more than an aggregate of three hundred sixty-five (365) days beyond the end of the initial Applicable Outside Delivery Date, but Landlord shall not be obligated to proceed with the Base Building Work or otherwise obligated to attempt to deliver possession of Premises B or the Deferred Premises, as the case may be, after any extension of the Applicable Outside Delivery Date by election of Tenant unless the length of such extension at least equals Landlord's reasonable estimate at the time of such extension, as communicated to Tenant in advance by Landlord, of the additional time which will be required to complete the Base Building Work and deliver possession of Premises B or the Deferred Premises, as the case may be, to Tenant.

15. Remedies.

If Landlord shall be unable to tender possession of Premises B or the Deferred Premises in the condition required by this Workletter when required hereby, or shall fail to pay any portion of the Allowances when due, or if any Landlord Delay shall cause Tenant to be delayed in completing the Tenant Work, the Commencement Date shall be deferred as provided herein (except as provided in Section 2.C above) and Tenant shall have all of the rights provided for in this Workletter, but such matters shall not otherwise affect the validity of the Lease or the obligations of Tenant thereunder and Landlord shall not be liable for damages on account thereof.

16. Authorized Construction Representatives.

Tenant's authorized construction representative for the Base Building Work and the Tenant Work (collectively, the "Work") is Brian Lorenc of R.M. Chin & Associates, 401 North Michigan Avenue, Chicago, Illinois 60601, telephone (312) 644-0125. Only the authorized construction representative is authorized to sign any document delivered to Landlord on behalf of Tenant related to the Work, and without the signature of such authorized construction representative, no such document shall be binding upon Tenant. Tenant may from time to time change the authorized construction representative by giving Landlord written notice of the change.

Landlord's authorized construction representative for the Work is James R. Bannon of LaSalle Partners Management (Illinois) Limited,

Suite 3220, 30 North LaSalle Street, Chicago, Illinois 60602, telephone (312) 580-5580. Only the authorized construction representative is authorized to sign any document delivered to Tenant on behalf of Landlord related to the Work, and without the signature of such authorized construction representative, no such document shall be binding upon Landlord. Landlord may from time to time change the authorized construction representative by giving Tenant written notice of the change.

17. Tenant's Move Into Premises B.

A. Tenant may move into Premises B at any time during evenings or on weekends or holidays, subject to Landlord's scheduling of the elevators, and Landlord shall use reasonable efforts to accommodate Tenant's move-in schedule.

B. Landlord will provide elevator padding for the passenger elevators for Tenant's move-in. Tenant shall be responsible for Landlord's actual cost of repair of any damage to the passenger elevators resulting from Tenant's move-in.

C. During Tenant's move into the Building, Landlord shall use reasonable efforts to give Tenant priority in the use of the elevators, loading dock, entrances and related corridors and other common areas of the Building. Tenant's use of those facilities during its move into the Building will be at no cost to Tenant.

D. Premises B will be cleaned in accordance with the cleaning specifications attached to the Lease without charge to Tenant (i) following construction of the Tenant Work and prior to Tenant's occupancy of Premises B and (ii) following Tenant's move into Premises B.

18. Miscellaneous.

A. Landlord has no agreement with Tenant regarding and has no obligation to do any work with respect to the Premises or the Building other than the Base Building Work except for the maintenance and repair obligations of Landlord which are stated in the Lease. Any other work in the Premises which may be permitted by Landlord pursuant to the terms and conditions of the Lease shall be done at Tenant's sole cost and expense and in accordance with the terms and provisions herein set forth pertaining to the Tenant Work and such additional reasonable requirements as Landlord deems necessary or desirable.

B. If the Plans for the Tenant Work require the construction and installation of more fire hose cabinets than the number regularly provided by the Landlord in the core of the Building (which shall be in accordance

with Code), Tenant agrees to pay all costs and expenses arising from the construction and installation of such additional fire hose cabinets.

C. Except as otherwise expressly provided herein, under no circumstance shall the Rent otherwise payable under the Lease abate in whole or in part because of any delay, expense, or cost arising or incurred in connection with the Tenant Work.

D. Time is of the essence under this Workletter.

E. Any person signing this Workletter on behalf of Tenant warrants and represents he has the express authority of Tenant to do so.

F. This Workletter shall not be deemed applicable to any additional space added to the original Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions thereto in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement thereto.

G. This Workletter shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

H. The provisions of Section 22 of the Lease shall apply to notices or demands to be given by either party to the other under this Workletter, and a copy of each notice shall be given to the construction representative of the party to whom such notice is addressed.

Attachments "A" and "B" referred to in this Workletter read as follows:

Attachment "A".
(To Workletter)

Demolition Specifications.

Capitalized terms used herein shall have the respective meanings assigned to them in the Lease and Workletter unless otherwise provided.

The demolition includes, but is not necessarily limited to the following:

Removal of existing partitions.

Removal of existing drywall ceilings and support.

Removal of existing door frames.

Removal of doors and hardware.

Removal of carpet and pad.

Removal of existing hard surface flooring.

Removal of existing acoustical ceiling tile and grid.

Removal of existing select flexible and dimensioned ductwork, diffusers and grilles.

Removal of existing electrical wiring/devices.

Removal of punch down blocks in telephone closet.

All demolition will be done in a good, workmanlike manner.

Floor 37.

Architecture.

No existing tenant build-out is to be salvaged including all floor outlets (monument), the electric water coolers surface mounted to the wet columns, and existing signage of any kind.

HVAC.

1. Leave all branch ductwork back to mains in place. Remove diffusers, grilles, flexible connections, except for toilet room areas.
2. Remove all existing package computer room air conditioning units including piping, ductwork and accessories at column grid reference "F-1" between columns 8 and 9, and at column grid reference "G-1". Piping removed back to riser, leave valves in place at riser. If present in existing computer rooms, remove any special fire suppression systems and legally dispose of agent gas.

Electrical.

1. Remove all telephone and data cable.
2. Remove all existing electrical "Doghouses" providing power through floor mounted outlets. Leave below ceiling conduit in place, remove wiring back to panel.

Telephone/Data Closet.

No existing telephone/data equipment is to be salvaged except as follows:

1. All metal racks to remain.
2. All boards to remain.
3. Ameritech's in-line blocks and supporting hardware on light green board to remain.
4. AT&T power supply to remain.
5. All vertical mains to remain.

Floor 25.

Architecture.

No existing tenant build-out is to be salvaged except as follows: Landlord will bid the demolition to include and exclude the salvaging of the "burgundy painted" hollow metal doors and frames. Within three (3) business days of the Tenant's review of Landlord's bid, Tenant will, at Tenant's sole discretion, elect to reuse or demolish hollow metal doors and frames. If Tenant elects to reuse such doors and frames, Landlord will salvage such items and the Tenant Improvement Allowance will be reduced by the excess cost, if any, to salvage such items. Bids for such reuse will include any additional labor required to salvage the items, materials to replace improvements damaged during the salvaging, and other related costs. The salvaged items, if any, will be stored in Premises B. If Tenant elects to demolish such items, Landlord will demolish them within the time period allowed by the Workletter, (Sub)Exhibit E to the Lease.

HVAC.

Remove diffusers, grilles and flexible connections in all areas except toilets, janitor closets, and elevator lobby. Leave all branch ductwork back to mains in place.

Electrical.

Remove all existing electrical "Doghouses" providing power through floor mounted outlets. Leave below ceiling conduit in place, remove wiring back to panel.

Telephone/Data Closet.

No existing telephone/data equipment is to be salvaged except as follows:

1. Metal racks wall mounted and overhead to remain.
2. All boards to remain.
3. Ameritech's in line blocks and supporting hardware on light green board to remain.
4. All vertical mains to remain.

Floor 12.

Architecture.

No existing tenant build-out is to be salvaged except as follows: Landlord will bid the demolition to include and exclude the salvaging of existing ceiling tile, grid and light fixtures. Within three (3) business days of the Tenant's review of Landlord's bid, Tenant will, at Tenant's sole discretion, elect to reuse or demolish existing ceiling tile, grid and light fixtures. If tenant elects to reuse such ceiling tile, grid and light fixtures, Landlord will salvage such items and the Tenant Improvement Allowance will be reduced by the excess cost, if any, to salvage such items. Bids for such reuse will include any additional labor required to salvage the items, materials to replace improvements damaged during the salvaging, and other related costs. The salvaged items, if any, will be stored in Premises B. If Tenant elects to demolish such items, Landlord will demolish them within the time period allowed by the Workletter, (Sub)Exhibit E to the Lease.

HVAC.

Leave all branch ductwork back to mains in place. Remove diffusers, grilles, flexible connections.

Plumbing.

Existing kitchen area on this floor. Confirm location of existing plumbing rough-in and if within the new demised premises, remove back to wet column and cap.

Telephone/Data Closet.

There is no demolition required here.

Floor 11.**Architecture.**

There is no demolition required here.

HVAC, Electrical, Plumbing, Fire Protection.

Same as Floor 10.

Telephone/Data Closet.

There is no demolition required here.

Floor 10.**Architecture.**

There is no demolition required here.

HVAC, Electrical, Plumbing, Fire Protection.

No further demolition work recommended.

Telephone/Data Closet.

There is no demolition required here.

Floor 6.

Architecture.

1. Existing acoustical ceiling tile, grid and 2 x 4 light fixtures to remain, subject to Paragraph 7F of the Workletter, (Sub)Exhibit E of the Lease.
2. The existing raised platform in the northeast corner of the Building is to be demolished.

HVAC, Electrical, Plumbing, Fire Protection.

No demolition required.

Telephone/Data Closet.

No existing telephone/data equipment is to be salvaged except as follows:

1. All metal racks to remain.
2. All boards to remain.
3. Ameritech's in-line blocks and supporting hardware on light green board to remain.
4. All vertical mains to remain.

Floor 5.

Architecture.

No existing Tenant Improvement is to be salvaged. Freestanding millwork is to be removed from the Premises.

HVAC.

Leave all branch ductwork back to mains in place. Remove diffusers, grilles, flexible connections, except for toilet room areas.

Electrical.

Remove all existing electrical "Doghouses" providing power through floor mounted outlets. Leave below ceiling conduit in place, remove wiring back to panel.

Telephone/Data Closet.

No existing telephone/data equipment is to be salvaged except as follows:

1. All metal racks to remain.
2. All boards to remain.
3. Ameritech's in-line blocks and supporting hardware on light green board to remain.
4. All vertical mains to remain.
5. Tie cable blocks on light blue board at south elevation to remain.

Floor 4.

Architecture.

No existing Tenant Improvement is to be salvaged. Freestanding millwork is to be removed from the Premises.

HVAC.

1. Leave all branch ductwork back to mains, and main, in place. Remove diffusers, grilles, flexible connections, except for toilet room areas.
2. Existing toilet room exhaust ducts, diffusers, and grilles to remain.

3. "As-Built" conditions indicate two (2) exhaust fans at column grid reference "E-9" and "F-1/2-1". Landlord to confirm exhaust fans are required for base building, if not, remove.

Electrical.

1. Electric coil thermostat at column grid reference "D-9" will need to be removed and stored.
2. Remove all existing electrical "doghouses" providing power through floor mounted outlets. Leave below ceiling conduit in place, remove wiring back to panel.

Telephone/Data Closet.

No existing telephone/data equipment is to be salvaged except as follows:

1. All metal racks to remain.
2. All boards to remain.
3. Ameritech's in line blocks and supporting hardware on light green board to remain.
4. All vertical mains to remain.

Floor 3.

Architecture.

There is no demolition required here.

HVAC, Electrical.

1. All floor penetrations to be removed shall be removed back to the main line serving same and main plugged or capped.
2. All existing wiring within new demised areas to be removed back to distribution panel.
3. Where existing heating coils occur in ductwork scheduled to remain, existing thermostat to be removed from proposed demolished wall surface and "coiled" up next to coil.

4. Existing riser piping, ducts, electrical distribution, etc. is to be maintained in "active" condition to allow for continued service to the rest of the Building.
5. All existing perimeter induction units to remain in place and active.

Telephone/Data Closet.

There is no demolition required here.

Floor 2.

Architecture.

Remove existing patch of carpet, ceiling tile, grid, and light fixtures in northeast corner of the floor. Salvage light fixtures and store them in Premises B.

HVAC.

1. Remove all branch ductwork, air terminal devices, air diffusers, grilles and registers. All ductwork to be removed back to the main line. Leave branch duct connections and dampers in place on the mains.
2. Existing toilet room exhaust ducts, diffusers, and grilles to remain.

Plumbing.

Piping at column grid reference "F-9" to remain.

Electrical.

Floor has new hot water baseboard radiation and should remain in place.

Telephone/Data Closet.

There is no demolition required here.

General.

1. All lateral distribution of mechanical, electrical, plumbing, and life safety systems should be terminated and capped at the appropriate riser. Any resulting floor penetrations shall be properly filled.
2. All existing wiring within new demised areas to be removed back to distribution panel.
3. Where existing heating coils occur in ductwork scheduled to remain, existing thermostat to be removed from proposed demolished wall surface and "coiled" up next to coil.
4. All existing perimeter induction units to remain in place and active.

Attachment "B".
(To Workletter)

Base Building Definition.

A. Service Core.

1. Stairways as required by applicable code, painted and complete.
2. Electrical, telephone and janitor facilities on each floor.
3. Core walls (except all levels below-grade), perimeter walls and columns all clad with dry wall, taped and sanded.
4. Men's and ladies' washrooms on each floor (except lobby) finished with:
 - a. Ceramic tile or better on floors and wet walls.
 - b. Finished walls and ceilings.
 - c. Complete with vanities, cubicles, accessories, fixtures, trim lighting and all mechanical and plumbing services.

- d. All applicable laws and codes in compliance.
- 5. Water and drainage on each floor (except first floor):
 - a. Access at the core and four wet columns to domestic water, drainage and vent systems.
 - b. Two wet locations per floor.
 - c. One drinking fountain with chilled water installed.
 - d. Tenant access to tap into hot and cold water system.
- 6. Condenser water riser connection available for supplemental air conditioning requirements.
- 7. Core Doors:
 - a. Doors for stairwells, electrical, mechanical, telephone, toilet, rooms, et cetera all installed.
 - b. Doors primed and complete with frame, trim, hardware, locking devices and closures.
- 8. Elevator Lobbies and common corridors on all multi-tenant floors on which the Premises are located have been constructed by Landlord at Landlord's cost.

B. Exterior Walls.

- 1. Curtain wall installed and sealed.
- 2. Exterior windows installed and sealed.
- 3. Insulation from slab-to-slab which includes the perimeter.
- 4. Drywall to be patched, taped and sanded.
- 5. Columns and exposed service core walls to be clad with drywall, taped and sanded.
- 6. Window treatments installed and repaired or replaced as needed. The window treatments of the Building are

described (including their color) as follows: off-white mini-blinds.

C. Floors.

1. Concrete floors with troweled finish leveled to a tolerance of $\frac{1}{4}$ inch over 10 feet non-cumulative, as reasonably required by Tenant and reasonably approved by Landlord, subject to a maximum Landlord allowance of \$.75 per radial square foot of the Tenant's space.
2. Floor surface in a reasonably acceptable condition to receive floor covering.
3. Floor load capacity of 50 pounds per square foot live-load and 20 pounds per square foot partition load on all floors. Landlord will provide copies of base building drawings including architectural, structural and mechanical as requested by Tenant. Loading dock capacity of 300 pounds per square foot.

D. HVAC.

1. HVAC to be provided by central chiller, boiler, air handlers, controlled by an energy management system in accordance with the HVAC Specifications attached to the Lease.
2. Primary loop duct work connecting to the supply duct from the central fan room.
3. HVAC System to service core on all floors.
4. Heating and air cooling equipment with necessary controls including complete perimeter heating system and main fan system. High pressure perimeter induction units for exterior 15 feet of floor.
5. Main air distribution system with air loop around the core.
6. Interior space air is provided by a constant volume system.
7. Perimeter and elevator lobby diffusers as existing.
8. HVAC systems operational at time of Tenant's possession of the Premises.

9. At least 60 tons of the Building's 400-ton condenser water capacity is available for Tenant's use.
10. Condenser water taps installed in the core on every odd floor for supplemental cooling.

E. Acoustics.

Partition sound installation installed slab-to-slab and on all demising walls for multi-tenant floors.

F. Lighting.

1. Installed and operating in main lobby, all stairwells, elevators, partial floor elevator lobbies, mechanical rooms, utility rooms, other lighting as required by applicable code.
2. Exterior lighting installed.

G. Electrical/Power.

1. Meter housings with sufficient meters to provide one meter per tenant already exists for Tenant's use. If such meters do not exist, Landlord will provide them at Landlord's expense.
2. Secondary step down transformers on odd floors.
3. Building equipped with four 2,000 ampere 480 volt bus duct risers, 120/208 volt, 3 phase, 4 wire 400 amperes service per floor.
4. System provides a minimum of 4.6 watts per square foot of installed electrical capacity for lighting and receptacles. System risers allow for an additional 2 watts per square foot of transformers to be installed on each floor.
5. Emergency generator and circuit to at least one elevator per elevator rise, life-safety systems and emergency lighting.
6. The Building receives power from Commonwealth Edison's Chicago Business District power grid.

H. Life Safety.

1. All Base Building smoke and fire detectors installed.

2. Sprinkler System:

- a. Base Building fire protection system will be installed per applicable code, with all sprinkler mains, connections to riser and main loop.
- b. Temporary sprinkler heads in place per applicable code.
- c. Permanent sprinkler heads installed and operational in the core in accordance with applicable code.

3. Valve and extinguisher cabinets furnished and installed in common areas or as required by applicable code.

4. Automatic smoke tower system per applicable code.

5. Exit sign installed at each stairwell in accordance with applicable code.

6. Smoke detectors in accordance with applicable code, including in all elevator lobbies, electrical closets, and CECO closets.

7. Fire extinguishers in common areas as required by applicable code.

8. Fire communication system and exit signs in common areas as required by applicable code.

9. Fire alarm system installed in common areas as required by applicable code.

I. Communication System.

1. Telephone/communication closets on each floor.

2. Communication risers providing:

- a. Telephone cables to each floor.
- b. A minimum of 300 pairs of telephone lines per floor installed.

- c. Access to the roof from each floor for Tenant's communication system installation, subject to Landlord's approval and at Tenant's cost.

3. Access to main telephone service on the first floor or lower level of the Building.

J. Elevators And Freight Facilities.

1. All Otis passenger elevators installed and operational as designed.
2. One freight elevator installed and operational.
3. Freight vestibules installed.
4. Loading dock facilities.
5. Freight elevator provided at no cost during normal business hours for use in common with other tenants of the Building.
6. During initial construction, Landlord will make available to Tenant the freight elevator for Tenant's use on a scheduled basis in common with other tenants in the Building for personal hoisting and minor materials during business hours and, at Tenant's expense, after business hours provided the after business hours expenses shall be at Landlord's actual costs. At minimum, Landlord will provide Tenant with exclusive use of the freight elevator during the non-business hours stated in the Workletter at Landlord's direct cost, and Tenant will reasonably accommodate the Building's cleaning crews. Tenant will have use of the freight elevator in common with the other tenants in the Building during business hours at no charge.
7. Landlord will not charge Tenant any freight elevator fees throughout Tenant's initial construction, Lease, and Renewal terms for use during business hours in common with other tenants of the Building.

K. Security.

1. Guard station/reception desk installed and operational.
2. Camera surveillance system installed and operational.

L. Signage.

1. Tenant's interior and exterior signage rights in its standard graphics are outlined in the Lease.
2. Building standard Tenant signage provided and installed at Landlord's cost in multi-tenant floor elevator lobbies and for suite identification.
3. Adequate lobby directory signage for Tenant to list all of its departments located in the Building and its key personnel.

M. Postal Service.

Building facilities installed and operational.

N. Dumpster.

The party performing construction will provide at Tenant's cost enough dumpster capacity to accommodate Tenant's needs and dedicate at least one dumpster for Tenant's use during its construction of its space; the location of the dumpster will be in the dock area throughout the construction project.

O. Utilities During Construction.

Landlord will provide HVAC and electricity (by Commonwealth Edison) as reasonably practical during construction of Tenant's space at Landlord's cost.

P. Demolition Of Existing Improvements.

Landlord will demolish at its cost the existing improvements in the Premises not identified for re-use by Tenant. Landlord will remove rubbish from such demolition and prepare the vacant space to be consistent with the Base Building Definition.

R. Americans With Disabilities Act (A.D.A.).

At its cost, Landlord is responsible for A.D.A. compliance in the Building's washrooms on those floors where Tenant is a full floor user.

S. Other Base Building Descriptions.

This document will take precedence over any other materials submitted by Landlord to describe the Base Building.

(Sub)Exhibit "F".
(To Lease Agreement)

Base Building Definition.

A. Service Core.

1. Stairways as required by applicable code, painted and complete.
2. Electrical, telephone, and janitor facilities on each floor.
3. Exposed service core walls (except all levels below-grade), service core perimeter walls and service core columns all clad with dry wall, taped and sanded.
4. Men's and ladies' washrooms on each floor (except lobby) finished with:
 - a. Ceramic tile or better on floors and wet walls.
 - b. Finished walls and ceilings.
 - c. Complete with vanities, cubicles, accessories, fixtures, trim lighting and all mechanical and plumbing services.
 - d. All applicable laws and codes in compliance.
5. Water and drainage on each floor (except first floor):
 - a. Access at the core and four wet columns to domestic water, drainage and vent systems.

- b. Two wet locations per floor.
 - c. One drinking fountain with chilled water installed.
 - d. Tenant access to tap into hot and cold water system.
6. Condenser water riser connection available for supplemental air conditioning requirements.
7. Core Doors:
- a. Doors for stairwells, electrical, mechanical, telephone, toilet, rooms, etc. all installed.
 - b. Doors primed and complete with frame, trim, hardware, locking devices, and closures.
8. Elevator Lobbies and common corridors on all multi-tenant floors on which the Premises are located have been constructed by Landlord at Landlord's cost.

B. Exterior Walls.

- 1. Curtain wall installed and sealed.
- 2. Exterior windows installed and sealed.
- 3. Insulation from slab-to-slab which includes the perimeter.
- 4. Window treatments installed and repaired or replaced as needed. The window treatments of the Building are described (including their color) as follows: off-white mini-blinds.

C. Floors.

- 1. Floor load capacity of 50 pounds per square foot live-load and 20 pounds per square foot partition load on all floors. Landlord will provide copies of base building drawings including architectural, structural and mechanical as requested by Tenant. Loading dock capacity of 300 pounds per square foot.

D. HVAC

1. HVAC to be provided by central chiller, boiler, air handlers controlled by an energy management system in accordance with the HVAC Specifications attached to the Lease.
2. Primary loop duct work connecting to the supply duct from the central fan room.
3. HVAC System to service core on all floors.
4. Heating and air cooling equipment with necessary controls including complete perimeter heating system and main fan system. High pressure perimeter induction units for exterior 15 feet of floor.
5. Main air distribution system with air loop around the core.
6. Interior space air is provided by a constant volume system.
7. Perimeter and elevator lobby diffusers as existing.
8. HVAC Systems operational at time of Tenant's possession of the Premises.
9. At least 60 tons of the Building's 400-ton condenser water capacity is available for Tenant's use.
10. Condenser water taps installed in the core on every odd floor for supplemental cooling.

E. Acoustics.

Partition sound installation installed slab-to-slab and on all demising walls for multi-tenant floors.

F. Lighting.

1. Installed and operating in main lobby, all stairwells, elevators, partial floor elevator lobbies, mechanical rooms, utility rooms, other lighting as required by applicable code.
2. Exterior lighting installed.

G. Electrical/Power.

1. Meter housings with sufficient meters to provide one meter per tenant already exists for Tenant's use. If such meters do not exist, Landlord will provide them at Landlord's expense.
2. Secondary step down transformers on odd floors.
3. Building equipped with four 2,000 ampere 480 volt bus duct risers, 120/208 volt 3 phase 4 wire 400 amperes service per floor.
4. System provides a minimum of 4.6 watts per square foot of installed electrical capacity for lighting and receptacles. System risers allow for an additional 2 watts per square foot of transformers to be installed on each floor.
5. Emergency generator and circuit to at least one elevator per elevator rise, life-safety systems, and emergency lighting.
6. The Building receives power from Commonwealth Edison's Chicago Business District power grid.

H. Life Safety.

1. All Base Building smoke and fire detectors installed.
2. Sprinkler System:
 - a. Base Building fire protection system will be installed per applicable code, with all sprinkler mains, connections to riser and main loop.
 - b. Temporary sprinkler heads in place per applicable code.
 - c. Permanent sprinkler heads installed and operational in the core in accordance with applicable code.
3. Valve and extinguisher cabinets furnished and installed in common areas or as required by applicable code.
4. Automatic smoke tower system per applicable code.

5. Exit sign installed at each stairwell in accordance with applicable code.
6. Smoke detectors in accordance with applicable code, including in all elevator lobbies, electrical closets, and C.E.C.O. closets.
7. Fire extinguishers in common areas as required by applicable code.
8. Fire communication system and exit signs in common areas as required by applicable code.
9. Fire alarm system installed in common areas as required by applicable code.

I. Communication System.

1. Telephone/communication closets on each floor.
2. Communication risers providing:
 - a. Telephone cables to each floor.
 - b. A minimum of 300 pairs of telephone lines per floor installed.
 - c. Access to the roof from each floor for Tenant's communication system installation, subject to Landlord's approval and at Tenant's cost.
3. Access to main telephone service on the first floor or lower level of the Building.

J. Elevators And Freight Facilities.

1. All Otis passenger elevators installed and operational as designed.
2. One freight elevator installed and operational.
3. Freight vestibules installed.
4. Loading dock facilities.

5. Freight elevator provided at no cost during normal business hours for use in common with other tenants of the Building.
6. Landlord will make available to Tenant the freight elevator for Tenant's use on a scheduled basis in common with the other tenants in the Building for personnel hoisting and minor materials during business hours and, at Tenant's expense, after business hours provided the after business hours expense shall be at Landlord's actual costs.
7. Landlord will not charge Tenant any freight elevator fees throughout Tenant's initial construction, Lease, and Renewal terms for use during business hours in common with other tenants of the Building.

K. Security.

1. Guard station/reception desk installed and operational.
2. Camera surveillance system installed and operational.

L. Signage.

1. Building standard Tenant signage provided and installed at Landlord's cost in multi-tenant floor elevator lobbies and for suite identification.
2. Adequate lobby directory signage for Tenant to list all of its departments located in the Building and its key personnel.

M. Postal Service.

Building facilities installed and operational.

R. Americans With Disabilities Act (A.D.A.).

At its cost, Landlord is responsible for A.D.A. compliance in the Building's washrooms on those floors where Tenant is a full floor user.

S. Other Base Building Descriptions.

This document will take precedence over any other materials submitted by Landlord to describe the Base Building.

(Sub)Exhibit "G".
(To Lease Agreement)

HVAC Specifications.
30 North LaSalle Street Building.

The Base Building HVAC system was designed to the following criteria:

Design population: 150 square feet per person

Average air circulation: 0.9 cubic feet per minute/per square foot

Indoor air temperature:

Summer: 78° Fahrenheit and 50% relative humidity

Winter: 70° Fahrenheit (plus or minus 2 degrees)

Outdoor air temperature:

Summer: 91° Fahrenheit dry bulb, 74° Fahrenheit wet bulb

Winter: 0° Fahrenheit dry bulb

Fresh outdoor ventilation in accordance with applicable code and at a minimum of 5 cubic feet per minute per person; Landlord will test bi-annually and take appropriate action to ensure that these standards are met.

Total electrical cooling load: 3 watts per square foot

(Sub)Exhibit "H".
(To Lease Agreement)

Cleaning Specifications.

30 North LaSalle Street Building.

1. Office Areas.

A. Nightly Schedule.

Nightly cleaning operations will be scheduled to commence at 5:30 P.M. insofar as possible.

Dust sweep hard surfaced flooring with specially treated cloths to insure dust-free floors. Spot damp mop all tile areas to remove spillage and/or track-in.

Spot vacuum carpeted areas and rugs four (4) nights each week and completely vacuum once each week moving light furniture other than desks.

Empty and clean wastepaper baskets, ashtrays and waste receptacles, etc.; damp wipe as necessary.

Remove waste paper and waste materials to designated areas in the building outside the Premises using special janitor carriages.

Dust and wipe clean horizontal surfaces such as desk equipment, window sills, desk tops, chairs, filing cabinets, tables, bookcases, shelves, ledges and any other furniture or fixtures within reach.

Clean and sanitize drinking fountains and water coolers.

Clean and sanitize telephones.

Spot clean to remove dirt, fingermarks, smudges, etc., from doors, doorframes, switch plates, light switches, wall and glass areas adjacent to doors, push plates, handles, railings, directional and other Tenant signs, etc.. Detail clean all

glass, polished chrome and aluminum, brass, bronze, and stainless steel to remove fingerprints and smudges to reception area.

Spot clean carpet.

Upon completion of the nightly chores, all lights shall be turned off, doors locked, and offices left in a neat, orderly condition. Slop sinks, etc., shall be cleaned thoroughly and cleaning equipment stored in a central location.

B. Periodic Schedule.

Dust baseboards, chair rails trim, louvers, moldings and other "low-dust" once per week.

Do high dusting approximately every three (3) months which includes the following:

Dust pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning.

Dust exterior of lighting fixtures, overhead pipes, sprinklers, etc..

Dust all vertical surfaces such as partitions, ventilating louvers, vents, walls, trim, etc., not reached in night cleaning.

Dust tops of cabinets, files, etc., not reached in nightly cleaning.

Dust venetian blinds and window frames; vacuum draperies.

Strip and refinish resilient tile and other uncarpeted flooring approximately every three (3) months.

Dust all wood paneling approximately every three (3) months.

Vacuum all fabric covered walls to remove dust approximately every six (6) months.

Clean metal kickplates to remove dirt, smudges, and scuff and heel marks approximately two (2) times a month.

Check vacant offices approximately two (2) times a month.

Clean floor to ceiling glass partitions approximately one (1) time each month.

Wash and dry all wastebaskets.

2. Public Lavatories.

A. Nightly Schedule.

Sweep and wash flooring with approved germicidal detergent solution.

Wash and polish mirrors, powder shelves, bright work, et cetera, including flushometers, piping and toilet seat hinges.

Wash both sides of toilet seats, wash basins, bowls and urinals with approved germicidal detergent solution.

Dust and wipe clean partitions, tile walls, dispensers, doors, receptacles, et cetera with special attention to areas behind sinks and around urinals, et cetera. Remove graffiti.

Empty and clean towel and sanitary disposal receptacles and remove waste material and refuse to a designated area in the building using special janitor carriages.

Fill toilet tissue, soap, towel and sanitary napkin dispensers to full capacity with supplies.

Supply toilet seat covers and holders.

B. Periodic Schedule.

Wash partitions, tile walls, ceilings and enamel painted surfaces with approved germicidal detergent solution once per month.

Do high dusting and clean lighting fixtures once per month.

Machine scrub flooring with approved germicidal detergent solution as necessary once per month.

Buff all tile floors approximately one (1) time each month.

3. Kitchen/Coffee Areas.
 - A. Nightly Schedule.
Clean and sanitize all sinks and countertops.
4. All Areas.
 - A. Nightly Schedule.
Supply can liners for all waste cans.
Spot clean painted walls with recommended solution.
Report any lights out.
5. Common Areas Of The Building.
Cleaning consistent with that provided in other first-class office buildings in downtown Chicago.

(Sub)Exhibit "J".
(To Lease Agreement)

Rules And Regulations.

30 North La Salle Street Building.

1. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.

2. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.

3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing or as provided in the Lease.

4. Tenant shall not use the name of the Building in advertising or other publicity, except as the address of its business, and shall not use pictures of the Building in advertising or publicity.

5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building.

6. Bicycles shall not be permitted in the Building other than in locations designated by Landlord.

7. Tenant shall not allow any animals, other than seeing eye dogs, in the Premises or the Building.

8. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.

9. Tenant shall not waste electricity or water and shall cooperate fully with Landlord to assure the most effective operation of the building's heating and air conditioning and shall refrain from attempting to adjust any controls except for the thermostats within the Premises or as permitted by landlord in connection with alterations for which Landlord has given its consent pursuant to the Lease. Tenant shall keep all doors to the Premises closed except that reception areas may be open during business hours while staffed by a receptionist.

10. Unless Tenant installs new doors to the Premises, Landlord shall furnish two sets of keys for all doors to the Premises at the commencement of the Term. All locks must be on building master key system. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.

11. Except as otherwise provided in the Lease, Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed.

12. Tenant shall not use any draperies or other window coverings instead of or in addition to the Building standard window coverings designated and approved by Landlord for exclusive use throughout the Building.

13. Landlord may require that all persons who enter or leave the Building identify themselves to watchmen, by registration or otherwise. Landlord, however, shall have no responsibility or liability for any theft, robbery or other crime in the Building. Subject to the provisions of Section 11 of the Lease, Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.

14. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.

15. Except for materials normally used in connection with the uses permitted under the Lease, in no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles of an intrinsically dangerous nature.

16. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner reasonably designated by Landlord. Except in connection with Tenant's moves into and out of the Building, Tenant shall furnish Landlord with a list of furniture, equipment and other large articles which are to be removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant. Except as may be approved by Landlord in connection with Tenant's moves into and out of the Building or as may otherwise be approved by Landlord, Tenant shall not take or permit to be taken in or out of other entrances of the Building, or take or permit on other elevators, any item normally taken in or out through service doors or in or on freight elevators.

17. No person or contractor, unless approved in advance by Landlord (which approval shall not be unreasonably withheld), shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

18. Tenant shall not use the Premises for lodging, cooking (except for microwave reheating and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes,

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Landlord or established by any governmental agency.

20. Tenant shall cooperate and participate in all reasonable security and safety programs affecting the Building.

21. Tenant shall not loiter, eat, drink, sit or lie in the lobby or other public areas in the Building. Tenant shall not go onto the roof of the Building or any other non-public areas of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public areas of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent, which shall not be unreasonably withheld.

22. Tenant shall not use the freight or passenger elevators, loading docks or receiving areas of the Building except in accordance with regulations for their use reasonably established by Landlord or as may be approved by Landlord in connection with Tenant's moves into and out of the Building.

23. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes; and Tenant shall be liable for all damage as a result of a violation of this rule.

24. In no event shall Tenant allow its employees to use the public areas of the Building as smoking areas. Washrooms are considered to be public areas.

25. In the event of a conflict between these Rules and Regulations and any rights or privileges granted to Tenant by the Lease, the terms and provisions of the Lease shall control.

(Sub)Exhibit "K-1".

This space reserved for
recorders use only

Subordination, Non-Disturbance And Attornment Agreement.

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is made and entered into this _____ day of _____, 1995, by and among the City of Chicago, a municipal corporation ("Tenant"), with a mailing address of the City of Chicago, Department of General Services, Commissioner, 30 North LaSalle Street, Chicago, Illinois 60602, with a copy of all notices to Tenant going to City of Chicago, Department of Law, Corporation Counsel, 121 North LaSalle Street, Room 511, Chicago, Illinois 60602, Prudential Insurance Company of America, a New Jersey corporation ("Mortgagee"), with a mailing address of Suite 1400, Prudential Plaza, Chicago, Illinois 60601, Attention: Vice President, The Prudential Mortgage Capital Company, Inc. and LRP Thirty North Limited Partnership, a Delaware limited partnership ("Landlord"), with a mailing address in care of LaSalle Advisors Limited Partnership, 11 South LaSalle Street, Chicago, Illinois 60603, Attention: Investment Manager, 30 North LaSalle Street.

Witnesseth:

Whereas, Tenant has entered into a lease dated _____ with Landlord, which demises certain premises described in said lease (the "Leased Premises") which constitute a portion of the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, renewals, replacements, consolidations, extensions or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

Whereas, Landlord has executed and delivered a Purchase Money Mortgage, Security Agreement and Fixture Filing (the "Mortgage") encumbering the Real Estate, which Mortgage is held by Mortgagee; and

Whereas, Tenant, Landlord and Mortgagee wish to enter into this Agreement;

Now, Therefore, In consideration of the mutual covenants and agreements herein contained and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Landlord and Tenant each agree not to amend, modify or accept a termination of the Lease without the prior written consent of Mortgagee. Notwithstanding the foregoing, Mortgagee's consent shall not be required for (a) the supplement to the Lease confirming the actual Commencement Date (as defined in the Lease) and Expiration Date (as defined in the Lease) pursuant to Section 23.P, of the Lease and (b) any supplement to the Lease which confirms, without any additional amendments or modifications to the Lease, Tenant's exercise of (i) the extension option under Sections 25 and 26 of the Lease, or (ii) the expansion options under Sections 28, 29, 30 or 31 of the Lease, or (iii) the termination option under Section 32 of the Lease, or (iv) the right to lease storage space under Section 33 of the Lease, but Landlord shall send Mortgagee a copy of any such supplement within five (5) days after execution by Landlord and Tenant.

2. Tenant hereby confirms, as of the date hereof, that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents required to be paid by the terms of the Lease other than notice of the same from Mortgagee.

3. The Lease is and shall be subject and subordinate to the Mortgage and to all amendments, renewals, modifications, consolidations, replacements and extensions therefor, to the full extent of the principal sum secured by the Mortgage, all interest accrued and from time to time unpaid thereon and any other amounts required to be paid by the terms of the Mortgage. Notwithstanding the foregoing, Mortgagee, at its sole option, may deem and treat the Lease prior to the Mortgage. Tenant will in no event subordinate or agree to subordinate the Lease to any lien or encumbrance effecting the Real Estate or the Leased Premises other than the Mortgage without the express written consent of Mortgagee, and any such attempted subordination or agreement to subordinate without such consent of Mortgagee shall be void and of no force and effect, except, however, with respect to and as required by the Ground Leases (as defined in the Mortgage). Prior to Tenant pursuing any of its remedies under the Lease, whether in equity or at law, Tenant shall provide Mortgagee with written notice of any defaults of Landlord under the Lease and Mortgagee shall have the right to cure such default within the time period provided in the Lease but in no event less than thirty (30) days from receipt of said notice; provided, however, that if such default cannot be cured within that time, then Mortgagee shall have such additional time as may be necessary for such cure if, within the initial cure period, Mortgage shall have

commenced and shall be diligently pursuing the remedies necessary to cure such default (including, but not limited to commencement of foreclosing proceedings if necessary to effect such cure), and further, provided that such period of time shall be extended by any period within which Mortgagee is prevented from commencing foreclosure proceedings by reason of the bankruptcy of Landlord. Any sums expended by Mortgagee to cure such defaults shall be added to the Mortgage balance and draw interest as provided therein. Tenant shall not seek to terminate the Lease, whether by reason of any default of Landlord under the Lease or otherwise, without giving Mortgagee thirty (30) days prior written notice specifying Tenant's reasons for attempting to terminate the Lease.

4. Tenant agrees that neither the occurrence of any default in the Mortgage, the institution of proceedings to foreclose the lien thereof, the taking of possession by Mortgagee or by any receiver appointed in any foreclosure proceedings, the entry of a foreclosure decree, the sale of the Real Estate pursuant to such decree, the issuance of a deed to the purchaser at any such sale nor the issuance of a deed of the Real Estate in lieu of foreclosure or in settlement of amounts due under the Mortgage will affect any obligation of Tenant under said Lease. Tenant further agrees that upon receipt of written notice from Mortgagee of an uncured default by the Landlord under the Mortgage or the Note secured by the Mortgage, all checks and payments for all or any part of the rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall otherwise direct.

5. In the event Mortgagee should foreclose the Mortgage, the Mortgagee will not join the Tenant as a party defendant in any foreclosure proceedings or otherwise disturb Tenant's occupancy pursuant to the Lease for so long as the Tenant is not in default beyond any applicable cure period under the Lease or this Agreement. In the event Tenant is in default beyond any applicable cure period under the Lease or this Agreement, the obligations of Mortgagee hereunder shall, at Mortgagee's election, become null and void. In the event Mortgagee is entitled to foreclose the Mortgage and Tenant is in default beyond any applicable cure period under the Lease or this Agreement, Mortgagee may proceed to extinguish the Lease and all of Tenant's rights and interests in and to the Leased Premises through foreclosure of the Mortgage.

6. Tenant hereby agrees that any interest of Tenant in any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them shall be subordinate to the interests of Mortgagee in such awards. Tenant will neither seek nor accept any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to

make a separate claim for trade fixtures and moving expenses if separately allocated.

7. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion of the Real Estate, with all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against said Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that all of the Mortgagee's obligations under this Agreement are conditioned upon there being neither (i) a non-exempt prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("E.R.I.S.A."), resulting from Tenant's status as an employee benefit plan as defined in Section 3(3) of E.R.I.S.A. or an entity whose assets constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101, nor (ii) a violation of any state statute regulating governmental plans on account of the Tenant's status as such a plan, which in either case would subject Mortgagee to liability for violation of E.R.I.S.A. or such state statute upon acquisition of title to the Real Estate through foreclosure or acceptance of deed in lieu of foreclosure; provided further, however, that said Mortgagee, designee or purchaser shall not be:

(a) (i) liable for any act or omission of any prior landlord (including the Landlord), nor (ii) for any misrepresentation or breach of warranty by any prior landlord (including the Landlord), including, without limitation, breach of the representation contained in the second grammatical paragraph of Section 11 of the Lease, nor (iii) liable for any breach of any expansion rights of Tenant (including, without limitation, the rights of Tenant pursuant to Sections 28, 29, 30 and 31 of the Lease) resulting from any prior leasing activity of any prior landlord (including the Landlord) occurring before Mortgagee, or its designee, succeeds to the interest of Landlord under the Lease;

(b) obligated or liable to Tenant for any security deposit or other sums deposited with any prior landlord (including the Landlord) under the Lease and not physically delivered to the Mortgagee;

(c) obligated or liable to Tenant with respect to the construction and completion of the initial improvements in the Leased Premises for Tenant's use, enjoyment or occupancy;

(d) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); except, however, if

there is an act or occurrence prior to the date Mortgagee succeeds to the interest of Landlord under the Lease which entitles Tenant to an abatement of rent under the Lease, then such abatement shall continue in accordance with the terms of the Lease after the date on which Mortgagee succeeds to the interest of Landlord under the Lease;

(e) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

(f) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof, except, however, as provided under Paragraph 1 of this Agreement.

Said attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto upon succession to the interests of the Landlord by the Mortgagee or its designee. However, upon request, Tenant will execute and deliver to Mortgagee or its designee any instrument which is necessary or desirable to evidence such attornment.

8. Landlord acknowledges that pursuant to Paragraph 7.J. of the Workletter attached as (Sub)Exhibit E to the Lease, in the event Landlord does not pay the Allowances (as defined in the Workletter) when due, Tenant has the right to set-off the unpaid amounts against Base Rent (as defined in the Lease) and Adjustment Rent (as defined in the Lease), as more fully provided therein. Mortgagee acknowledges and agrees that notwithstanding anything contained in Paragraph 7(d) of this Agreement, in the event that Mortgagee or its designee shall succeed to the interest of Landlord under the Lease, Tenant shall retain its right to set-off any portions of the Allowances which were unpaid by the prior Landlord against Base Rent or Rent Adjustment payments under the Lease, but only with respect to Base Rent or Rent Adjustment payable with respect to Premises B (as defined in the Lease). Tenant acknowledges that the Allowances will be disbursed through a construction escrow with Chicago Title and Trust Company acting as escrowee. As a condition to disbursing a portion of the Allowances from such escrow, Landlord will be required to deposit a written approval by Tenant of any disbursement which, among other things, shall acknowledge that disbursements from the escrow reduce the amount of the Allowances and correspondingly reduce Tenant's set-off rights. Tenant hereby agrees to cooperate with Landlord and Lender in connection with such disbursement of the Allowances through the escrow and to issue such written approval in connection with each such requested disbursement.

9. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all

of the warranties, indemnities, representations, covenants, undertakings and agreements made herein on the part of Mortgagee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by Mortgagee or for the purpose or with the intention of binding said Mortgagee personally, but are made and intended for the purpose of binding only the Real Estate; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Mortgagee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Mortgagee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

10. All notices shall be either (i) personally delivered to the addresses set forth above, in which case it shall be deemed given on the date of delivery to said address, or (ii) sent by registered or certified mail, return receipt requested, in which case it shall be deemed given three (3) business days after deposit in the United States mail postage prepaid, or (iii) sent by a nationally recognized overnight courier, in which case it shall be deemed given upon receipt. The parties hereto may change such addresses at any time by written notice hereof to the other parties in accordance with the provisions hereof.

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

In Witness Whereof, The parties hereto have caused these presents to be executed the day and year first above written.

Tenant:

City of Chicago, a municipal
corporation

By: _____

Name: _____

Title: _____

Landlord:

LRP Thirty North Limited
Partnership, a Delaware limited
partnership

By: LaSalle Partners
Management (Illinois)
Limited Partnership, its
managing agent

By: _____

Name: _____

Title: _____

Mortgagee:

Prudential Insurance Company of
America, a New Jersey
corporation

By: _____

Name: _____

Title: Vice President

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that Benjamin Reyes, personally known to me to be the same person whose name is, as Commissioner General Services of the City of Chicago, a municipal corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said municipal corporation and as his own free and voluntary act, for the uses and purposes set forth therein, all pursuant to authority granted by the City Council of the City of Chicago.

Given under my hand and notarial seal on the _____ day of _____, 1995.

Notary Public

My commission expires _____

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that _____, personally known to me to be the same person whose name is, as Vice President of The Prudential Insurance Company of America, a New Jersey corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he or she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation and as his or her own free and voluntary act, for the uses and purposes set forth therein, all pursuant to authority granted by the Board of Directors of said corporation.

Given under my hand and notarial seal on the _____ day of _____,
1995.

Notary Public

My commission expires _____

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for the County
and State aforesaid, Do Hereby Certify that James R. Bannon, personally
known to me to be the same person whose name is, as Vice President of
LaSalle Partners Management (Illinois) Limited Partnership, the Managing
Agent of LRP Thirty North Limited Partnership, a Delaware limited
partnership, subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged to me that he, being thereunto duly
authorized, signed and delivered said instrument as the free and voluntary
act of said partnership and as his own free and voluntary act, for the uses
and purposes set forth therein.

Given under my hand and notarial seal on the _____ day of _____,
1995.

Notary Public

My commission expires _____

Exhibit "A" referred to in this Subordination, Non-Disturbance and
Attornment Agreement reads as follows:

Exhibit "A".
(To Subordination, Non-Disturbance
And Attornment Agreement)

Legal Description

30 North LaSalle Street Building.

Lots 1, 2 and the east 40 feet of Lot 3 in Block 55 in the original town of Chicago in the southeast quarter of Section 9, Township 39 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois, consisting of the following parcels:

- Parcel 1: The south eighty (80) feet of Lot 1 and the south eighty (80) feet of the east twenty (20) feet of Lot 2.
- Parcel 2: Lot 1 (except the south eighty (80) feet thereof) and the east twenty (20) feet of Lot 2 (except the south eighty (80) feet thereof).
- Parcel 3: Lot 2 (except the east twenty (20) feet thereof).
- Parcel 4: The east forty (40) feet of Lot 3.

(Sub)Exhibit "K-2".
(To Lease Agreement)

*Subordination, Non-Disturbance
And Attornment Agreement.*

This Subordination, Non-disturbance and Attornment Agreement (this "Agreement") is made and entered into this ____ day of _____, 19__, by and between City of Chicago, a municipal corporation ("Tenant"), with a mailing address of City of Chicago, Department of General Services, Commissioner, 30 North LaSalle Street, Chicago, Illinois 60602, with a copy of all notices going to City of Chicago, Department of Law, Corporation Counsel, 121 North LaSalle Street, Room 511, Chicago, Illinois 60602, and _____ ("Ground Lessor"), with a mailing address of _____.

Witnesseth:

Whereas, Tenant has entered into a lease dated _____ with LRP 30 North Limited Partnership ("Landlord"), which demises certain premises described in said lease (the "Leased Premises") which constitute a portion of the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, renewals, replacements, consolidations, extensions or modifications thereof, whether now or hereafter existing shall be hereinafter referred to as the "Lease"; and

Whereas, Landlord has leased a portion of the Real Estate from Ground Lessor pursuant to a Lease, dated _____, as amended on _____ and _____ (such lease, as so amended, being herein referred to as the "Ground Lease"); and

Whereas, Tenant and Ground Lessor wish to enter into this Agreement;

Now, Therefore, In consideration of the mutual covenants and agreements herein contained and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant agrees not to amend, modify or accept a termination of the Lease without the prior written consent of Ground Lessor.

2. The Lease is and shall be subject and subordinate to the Ground Lease and to all amendments, renewals, modifications, consolidations, replacements and extensions therefor. Notwithstanding the foregoing, Ground Lessor, at its sole option, may deem and treat the Lease as prior to the Ground Lease. Prior to Tenant pursuing any of its remedies under the Lease, whether in equity or at law, Tenant shall provide Ground Lessor with written notice of any defaults of Landlord under the Lease and Ground Lessor shall have the right to cure such default within the time period provided in the Lease but in no event less than thirty (30) days from receipt of said notice; provided, however, that if such default cannot be cured within that time, then Ground Lessor shall have such additional time as may be necessary for such cure if, within the initial cure period, Ground Lessor shall have commenced and shall be diligently pursuing the remedies necessary to cure such default (including, but not limited to commencement of proceedings if necessary to terminate the Ground Lease), and further provided that such period of time shall be extended by any period within which Ground Lessor is prevented from commencing termination proceedings by reason of the bankruptcy of Landlord. Tenant shall not seek to terminate the Lease, whether by reason of any default of Landlord under the Lease or otherwise, without giving Ground Lessor

thirty (30) days prior written notice specifying Tenant's reasons for attempting to terminate the Lease.

3. Tenant agrees that neither the occurrence of any default in the Ground Lease, the termination of the Ground Lease, or the taking of possession by Ground Lessor will affect any obligation of Tenant under said Lease.

4. In the event Ground Lessor should terminate the Ground Lease, the Ground Lessor will not join the Tenant as a party defendant in any termination proceedings or otherwise disturb Tenant's occupancy pursuant to the Lease for so long as the Tenant is not in default beyond any applicable cure period under the Lease or this Agreement. In the event Tenant is in default beyond any applicable cure period under the Lease or this Agreement, the obligations of Ground Lessor hereunder shall, at Ground Lessor's election, become null and void. In the event Ground Lessor is entitled to terminate the Ground Lease and Tenant is in default beyond any applicable cure period under the Lease or this Agreement, Ground Lessor may proceed to extinguish the Lease and all of Tenant's rights and interest in and to the Leased Premises through termination of the Ground Lease.

5. Tenant hereby agrees that any interest of Tenant in any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them shall be subordinate to the interests of Ground Lessor in such awards. Tenant will neither seek nor accept any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

6. In the event that the Ground Lessor or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Ground Lessor agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to Ground Lessor or its designee, with all rights and obligations under the Lease to continue as though the interest of Landlord had not been terminated, and the Tenant shall have the same remedies against Ground Lessor or designee for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that Ground Lessor or designee shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord);

(b) obligated or liable to Tenant for any security deposit or other sums deposited with any prior landlord (including the Landlord) under the Lease and not physically delivered to Ground Lessor;

(c) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) except as provided in the Lease;

(d) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

(e) bound by any amendment or modification of the Lease made without the consent of Ground Lessor subsequent to the date hereof.

Said attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto upon succession to the interests of the Landlord by the Ground Lessor or its designee. However, upon request, Tenant will execute and deliver to Ground Lessor or its designee any instrument which is necessary or desirable to evidence such attornment.

7. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made herein on the part of Ground Lessor are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by Ground Lessor or for the purpose or with the intention of binding said Ground Lessor personally, but are made and intended for the purpose of binding only the Real Estate; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Ground Lessor on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Ground Lessor in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

8. All notices shall be either (i) personally delivered to the addresses set forth above, in which case it shall be deemed given on the date of delivery to said address, or (ii) sent by registered or certified mail, return receipt requested, in which case it shall be deemed given three (3) business days after deposit in the United States mail postage prepaid, or (iii) sent by a

nationally recognized overnight courier, in which case it shall be deemed given upon receipt. The parties hereto may change such addresses at any time by written notice hereof to the other parties in accordance with the provisions hereof.

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

In Witness Whereof, The parties hereto have caused these presents to be evidenced the day and year first above written.

Tenant:

City of Chicago

By: _____

Name: _____

Title: _____

Ground Lessor: ⁷⁸

By: _____

Name: _____

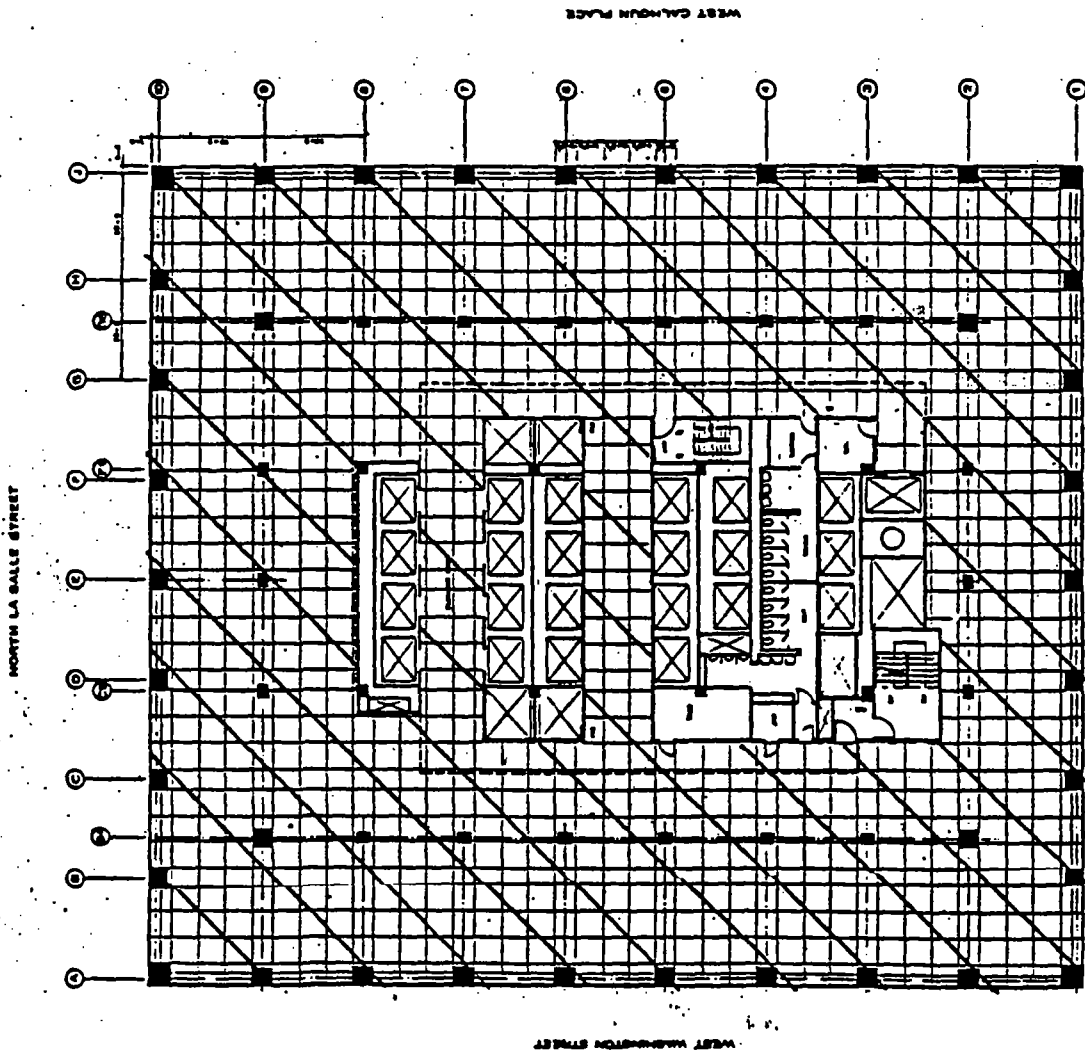
Title: _____

(Sub)Exhibit "B1.B".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

21,762

FLOOR 8

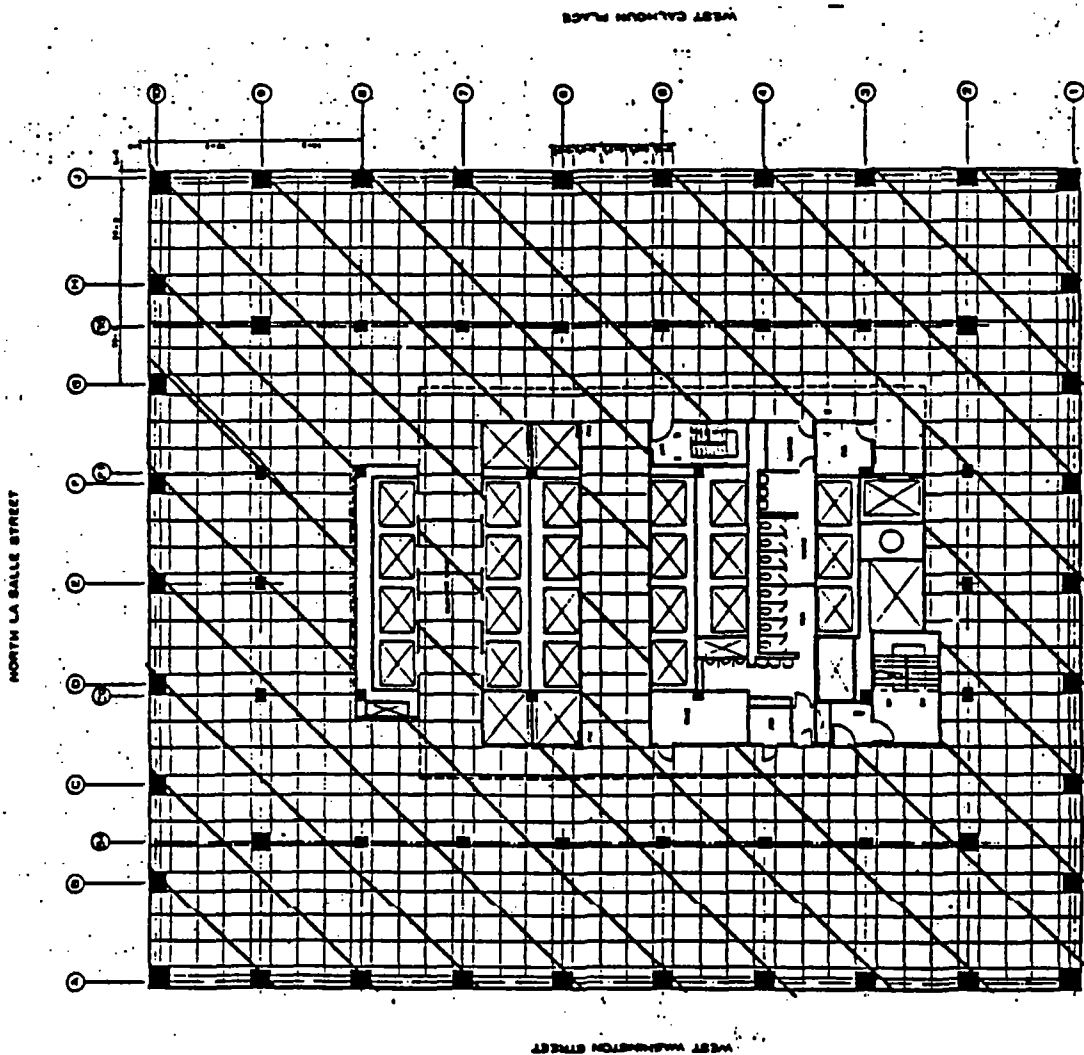


(Sub)Exhibit "B1.C".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

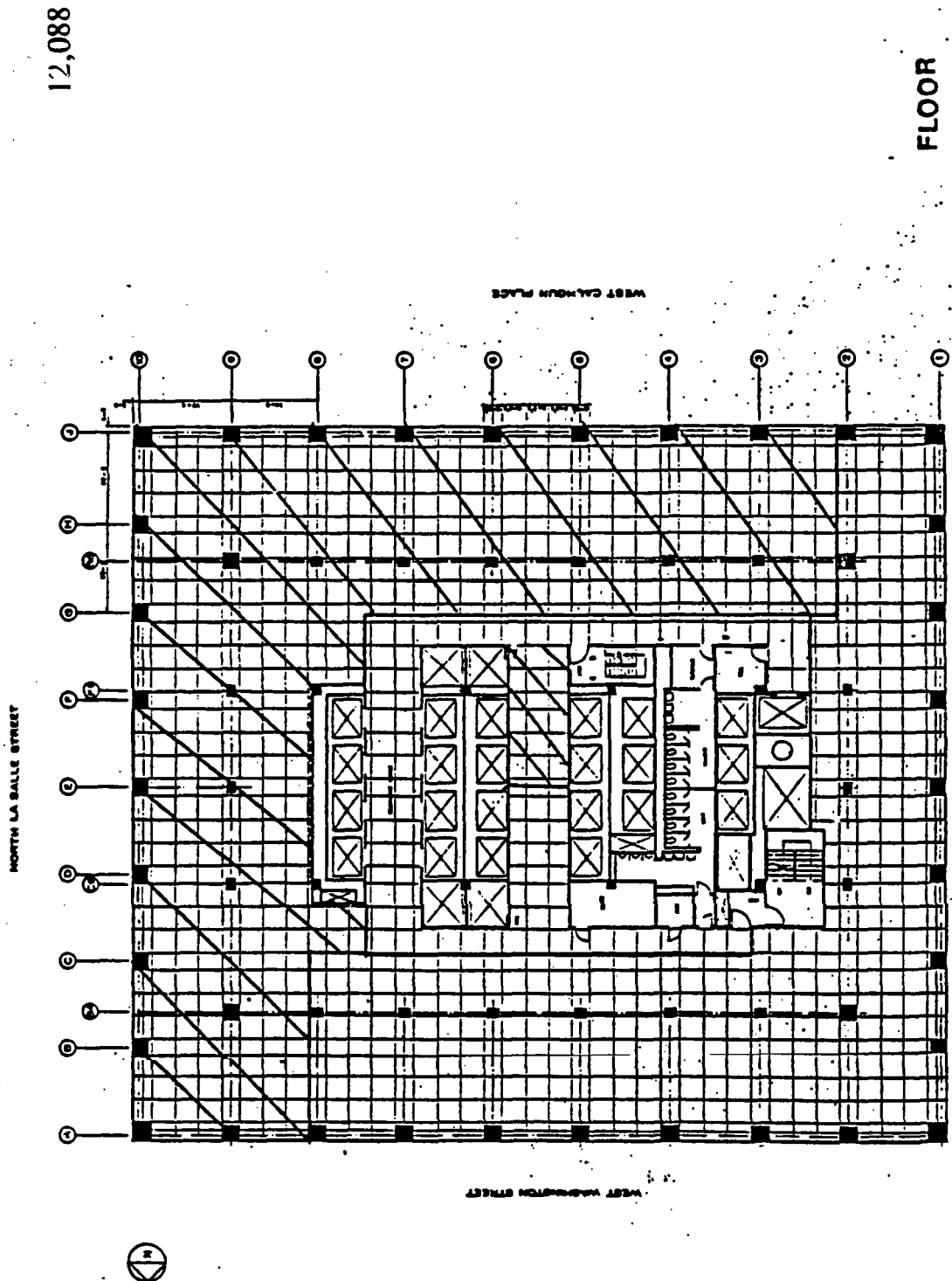
21,762

FLOOR 9



(Sub)Exhibit "B1.D".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

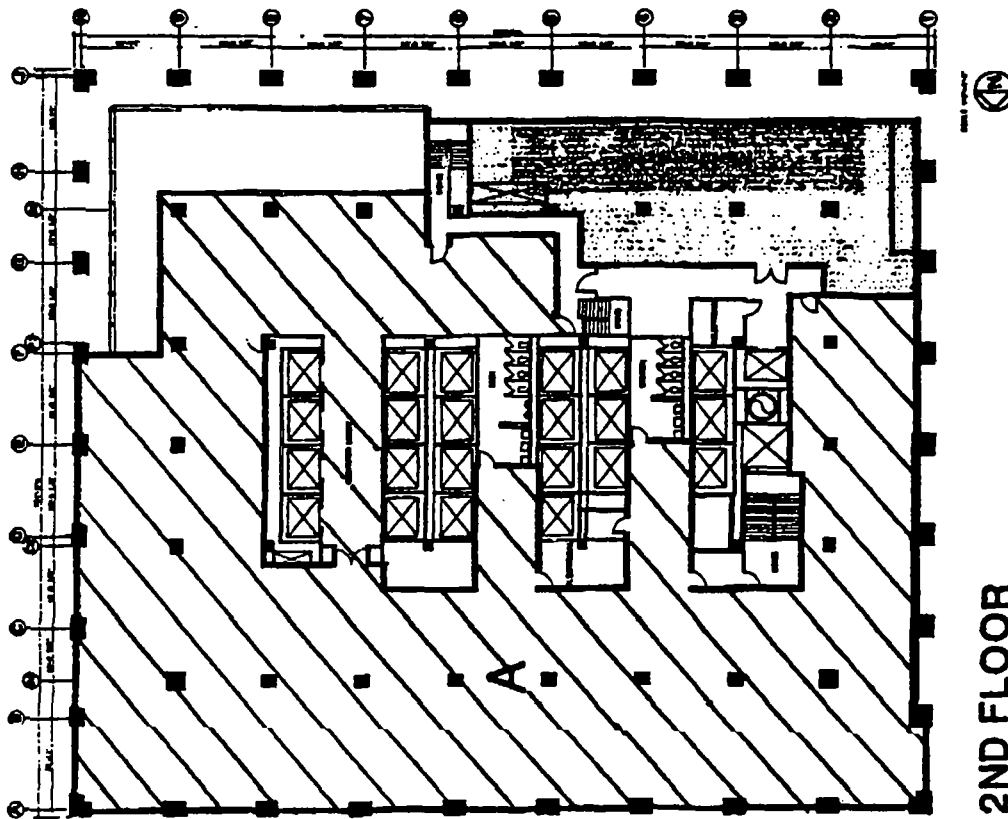


(Sub)Exhibit "B2.A".
(To Lease Agreement)

14,036

30
NORTH
LASALLE

LA SALLE PARTNERS

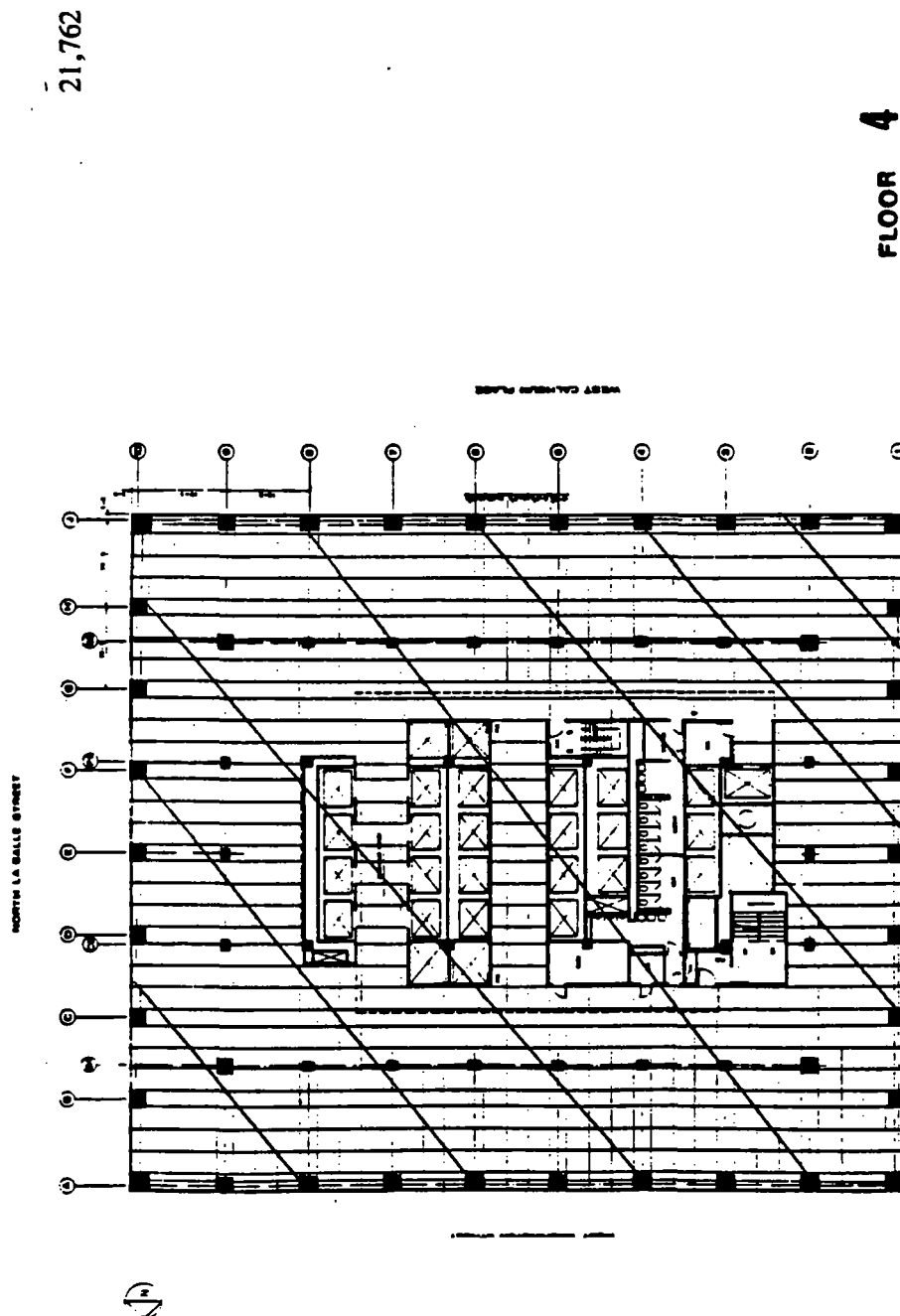


2ND FLOOR

AVAILABLE AREA A 14,036 SQ. FT.

(Sub)Exhibit "B2.B".
(To Lease Agreement)

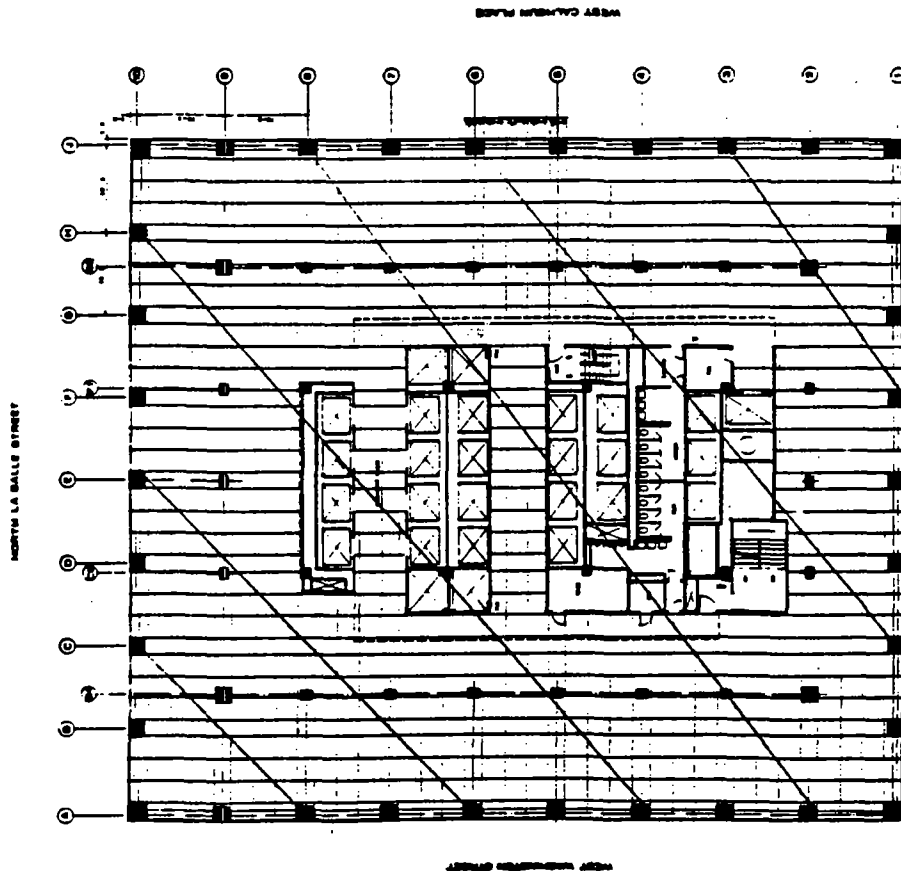
30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS



(Sub)Exhibit "B2.C".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

21,762



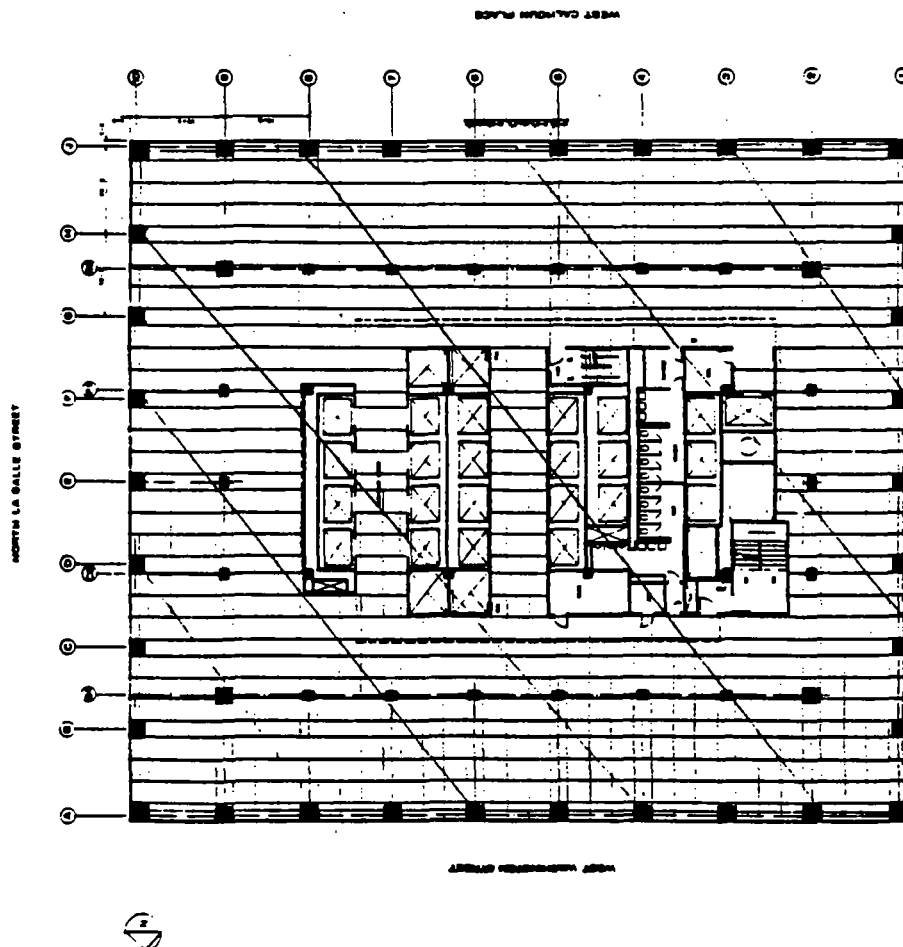
FLOOR 5

(Sub)Exhibit "B2.D".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

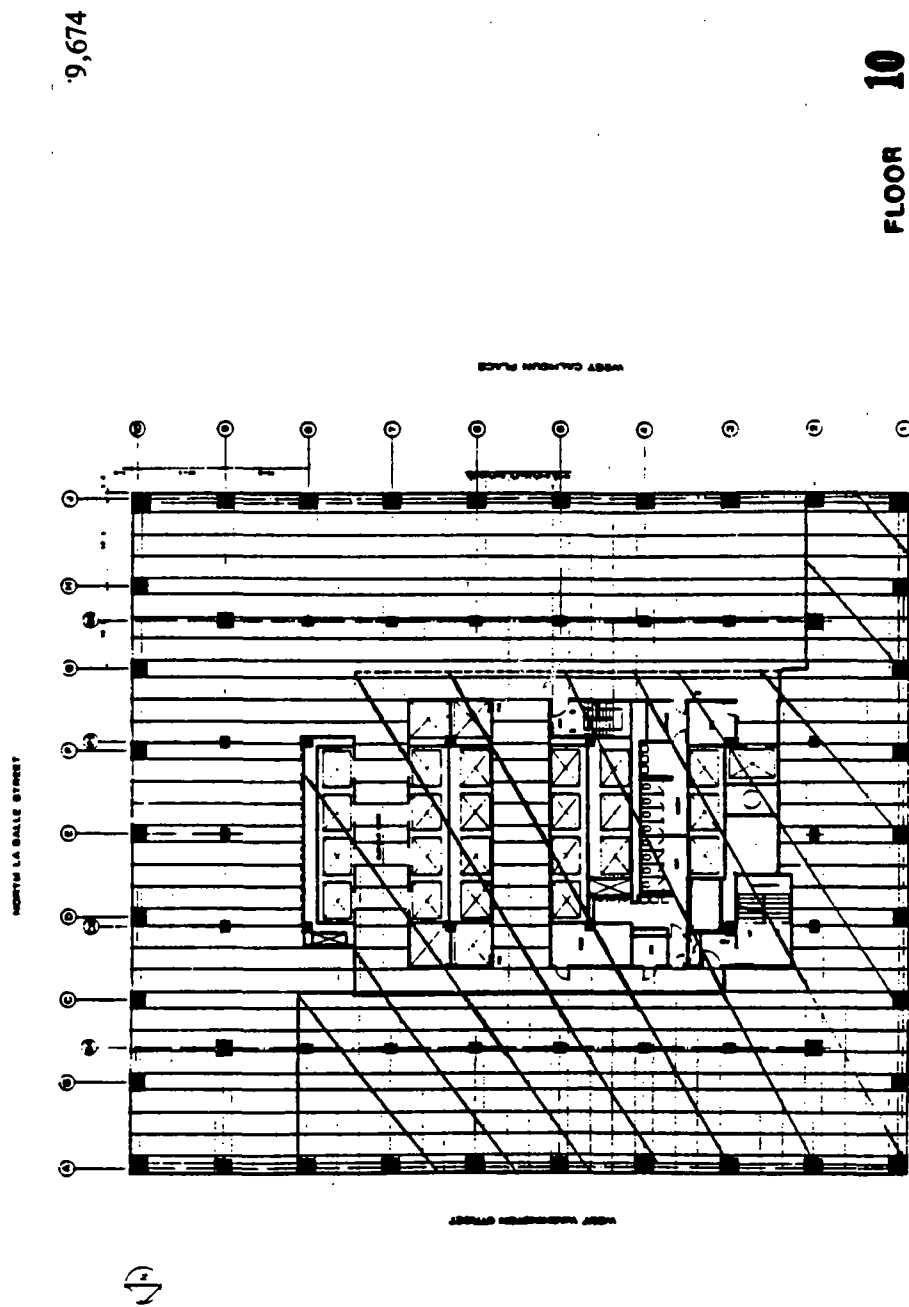
21,762

6 FLOOR



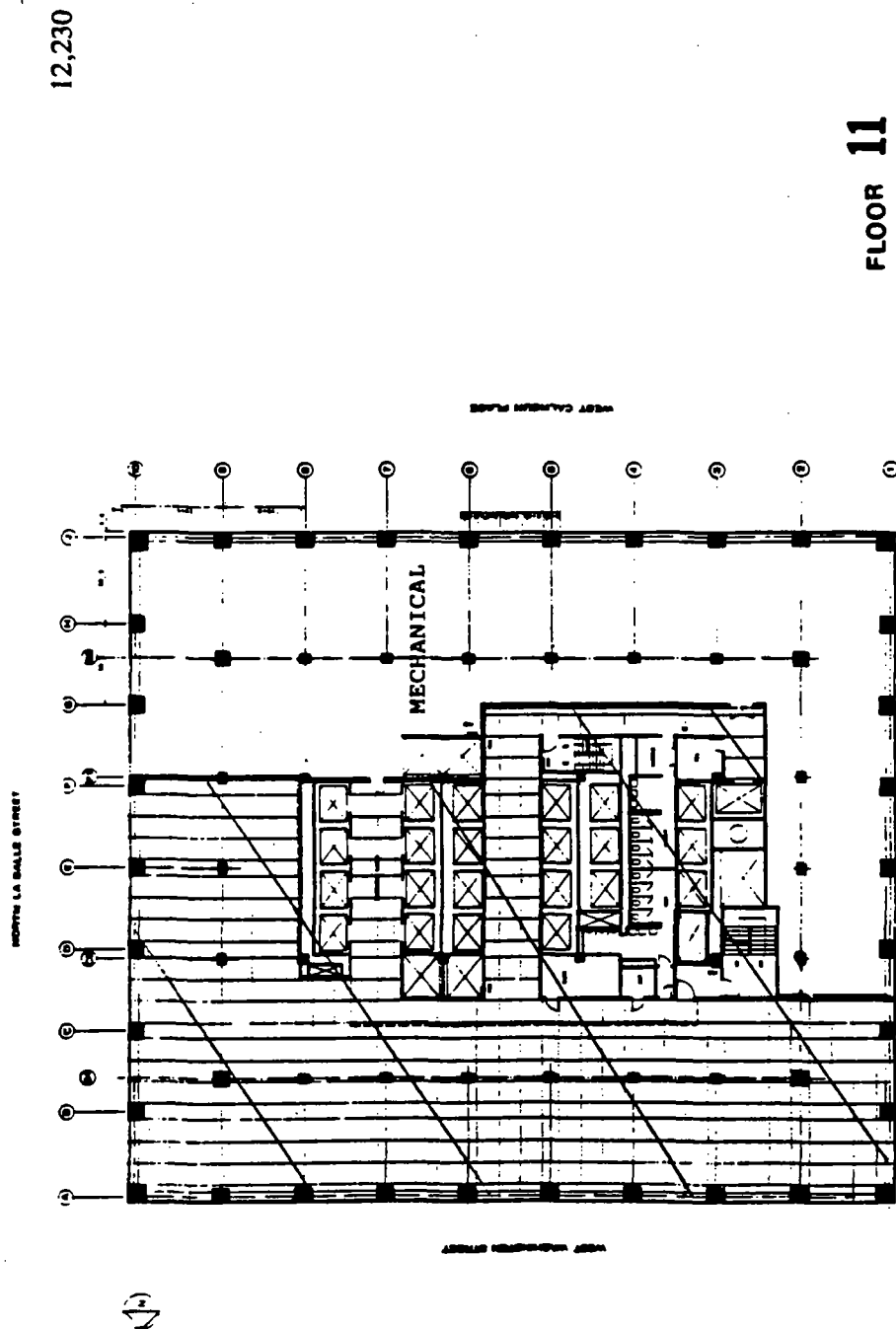
(Sub)Exhibit "B2.E".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS



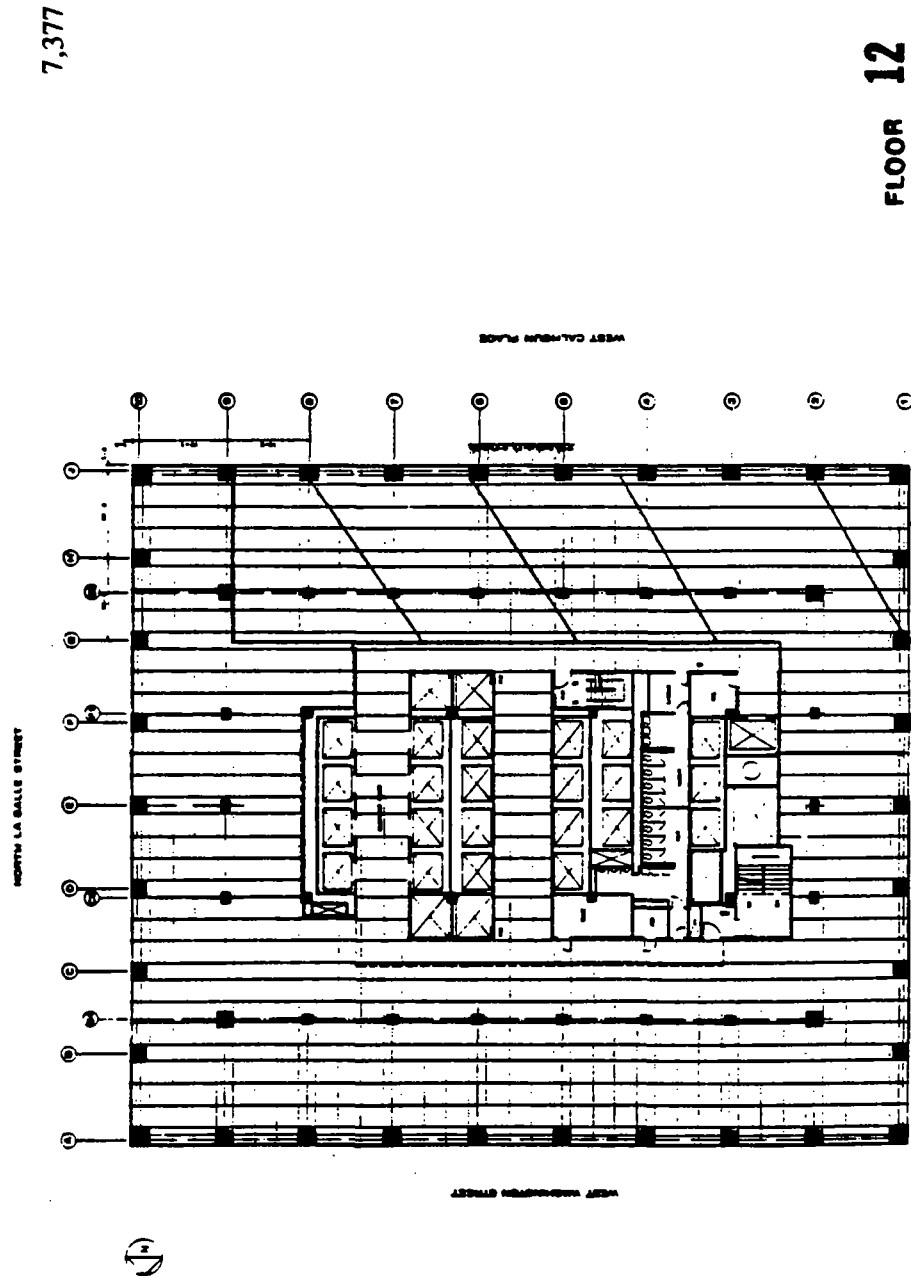
(Sub)Exhibit "B2.F".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

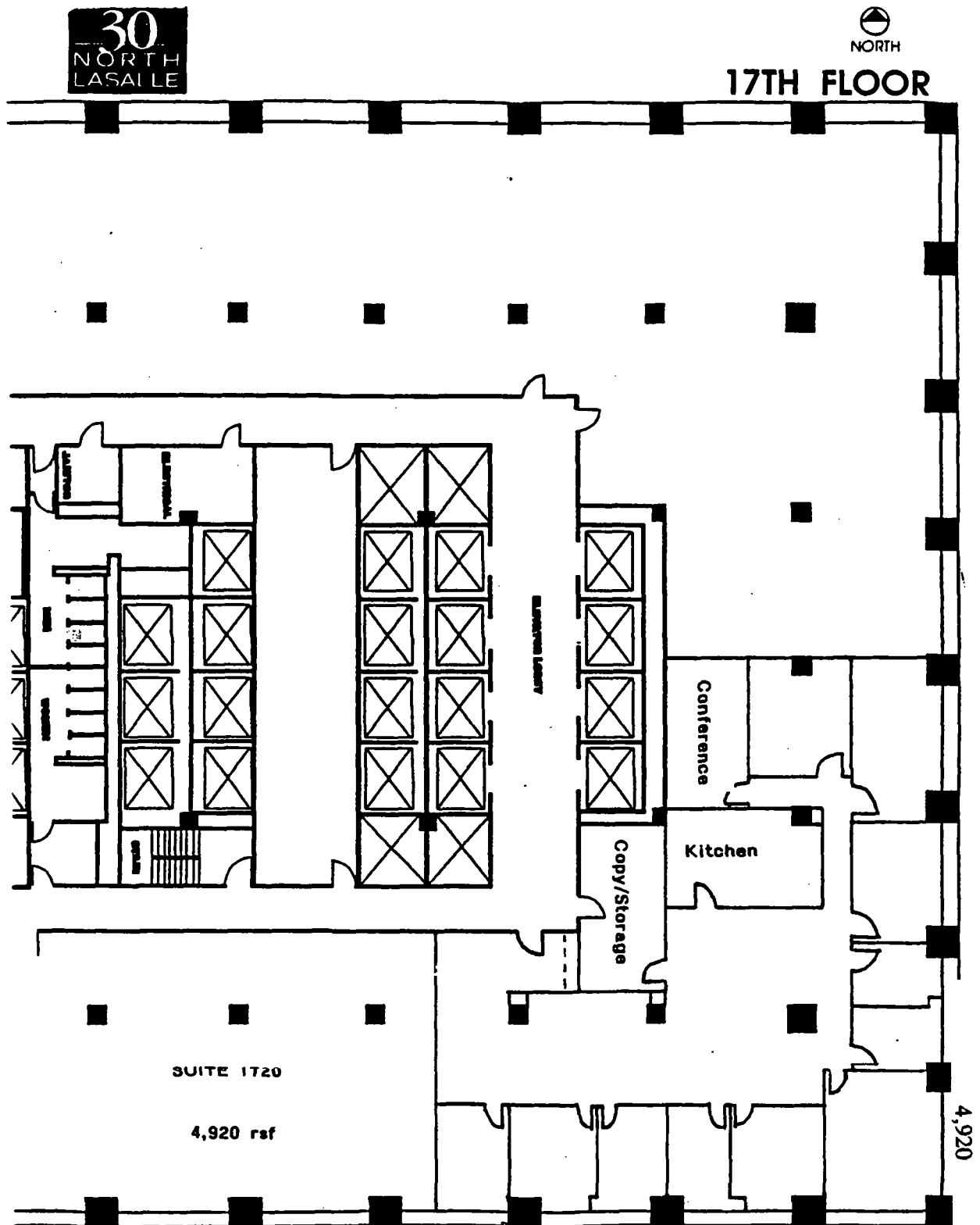


(Sub)Exhibit "B2.G".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

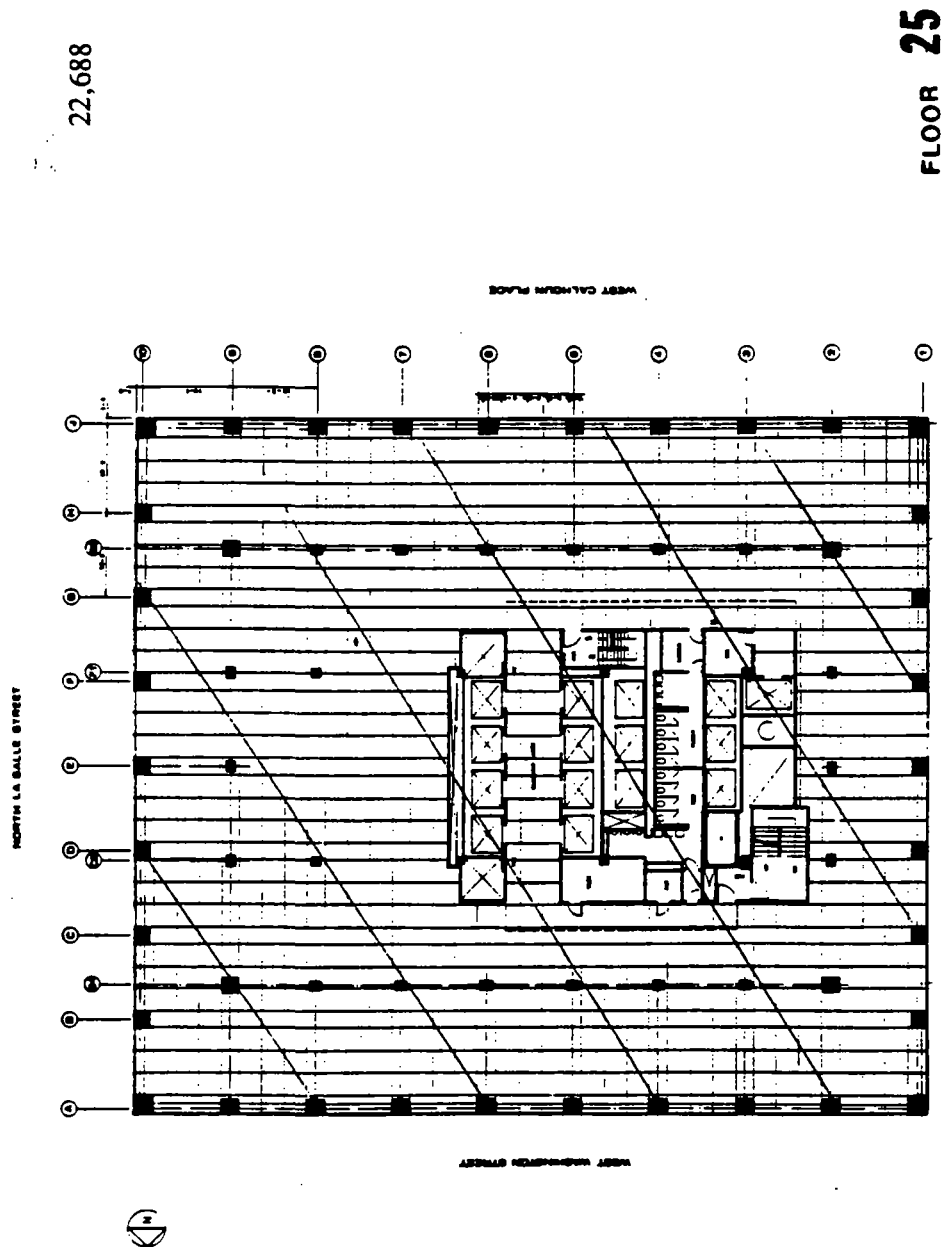


(Sub)Exhibit "B2.H".
(To Lease Agreement)



(Sub)Exhibit "B2.I".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

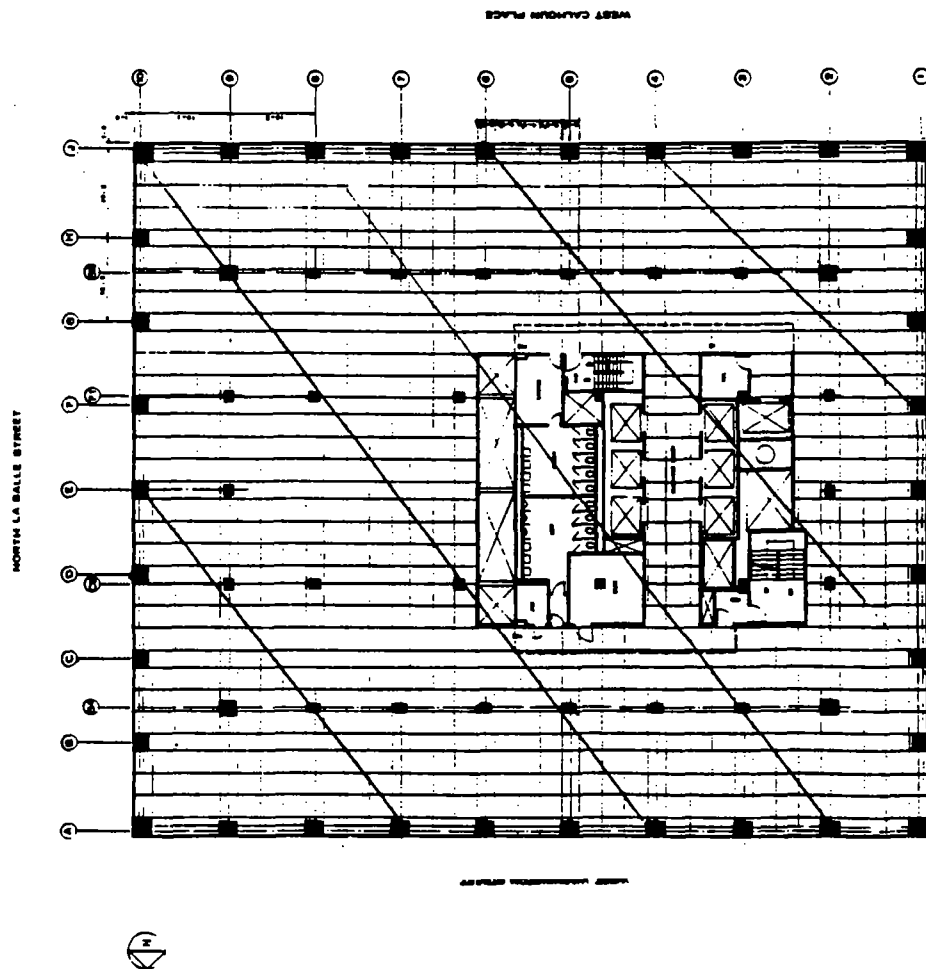


(Sub)Exhibit "B2.J".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

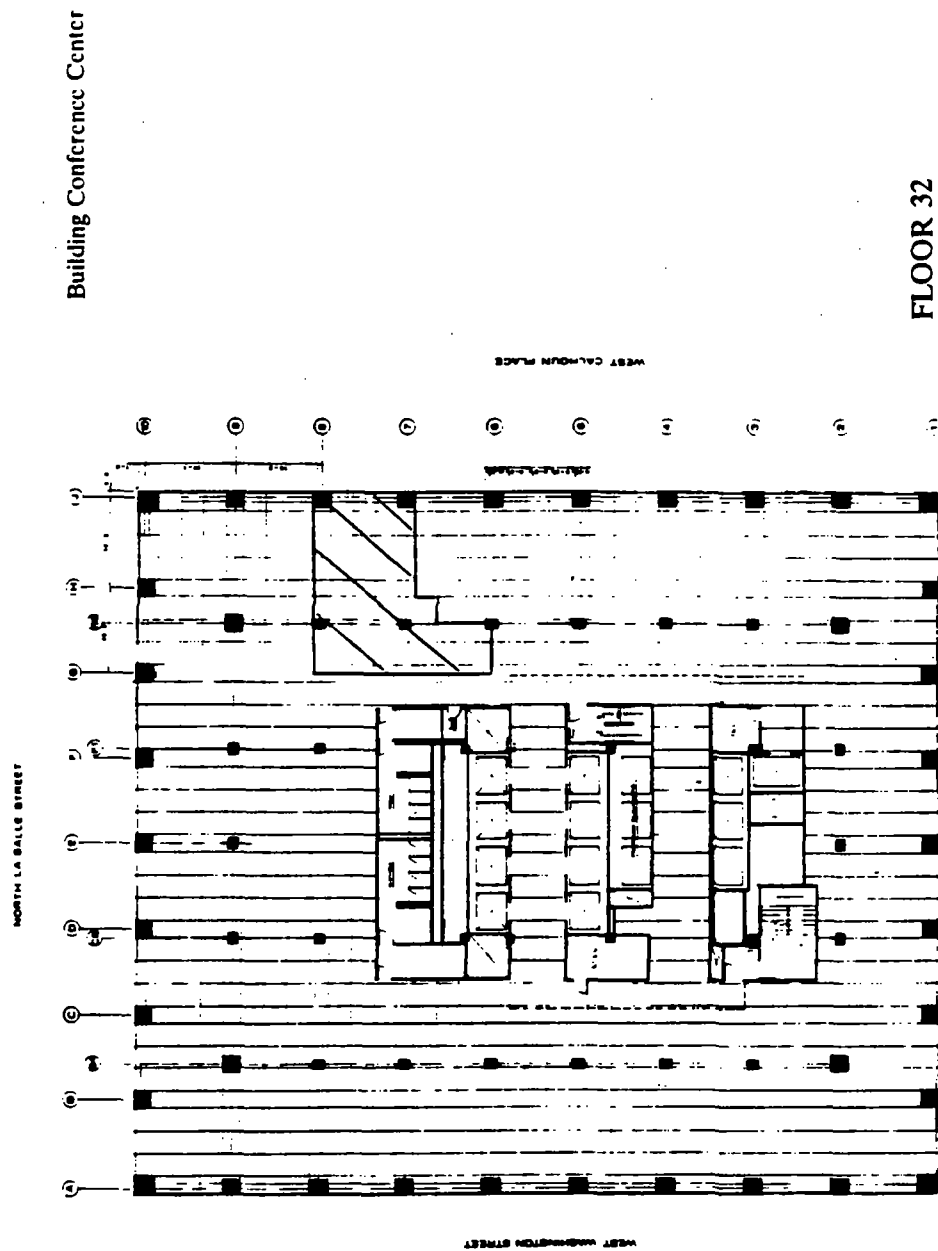
23,215

FLOOR 37



(Sub)Exhibit "I".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

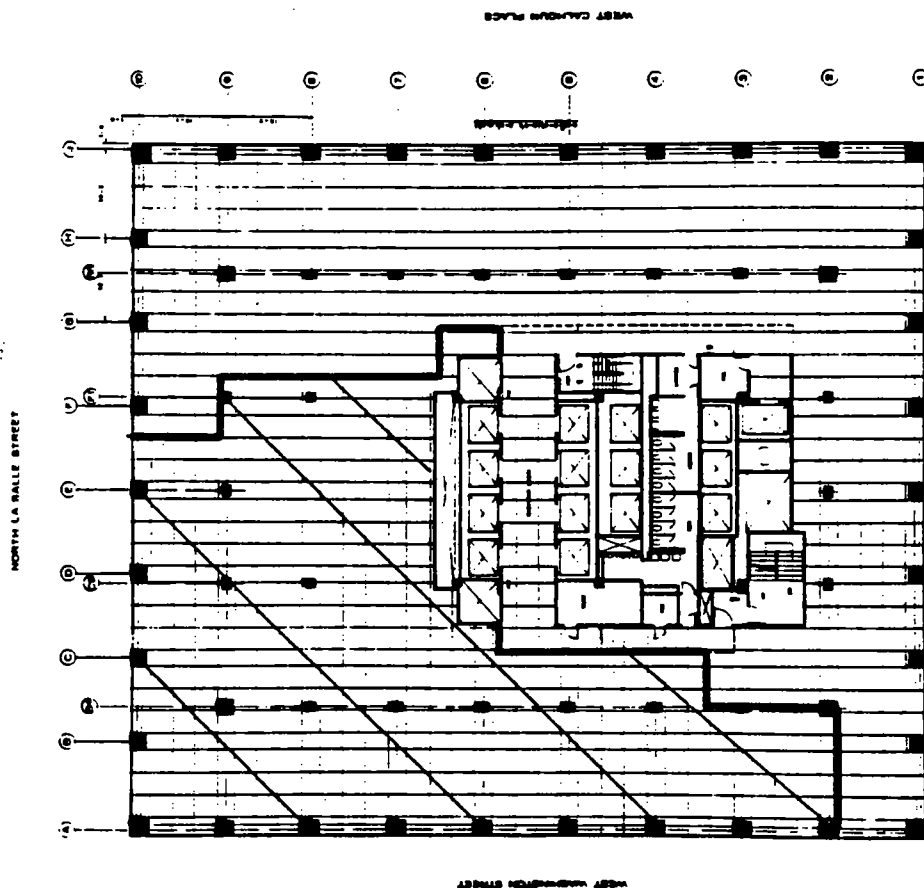


(Sub)Exhibit "L".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

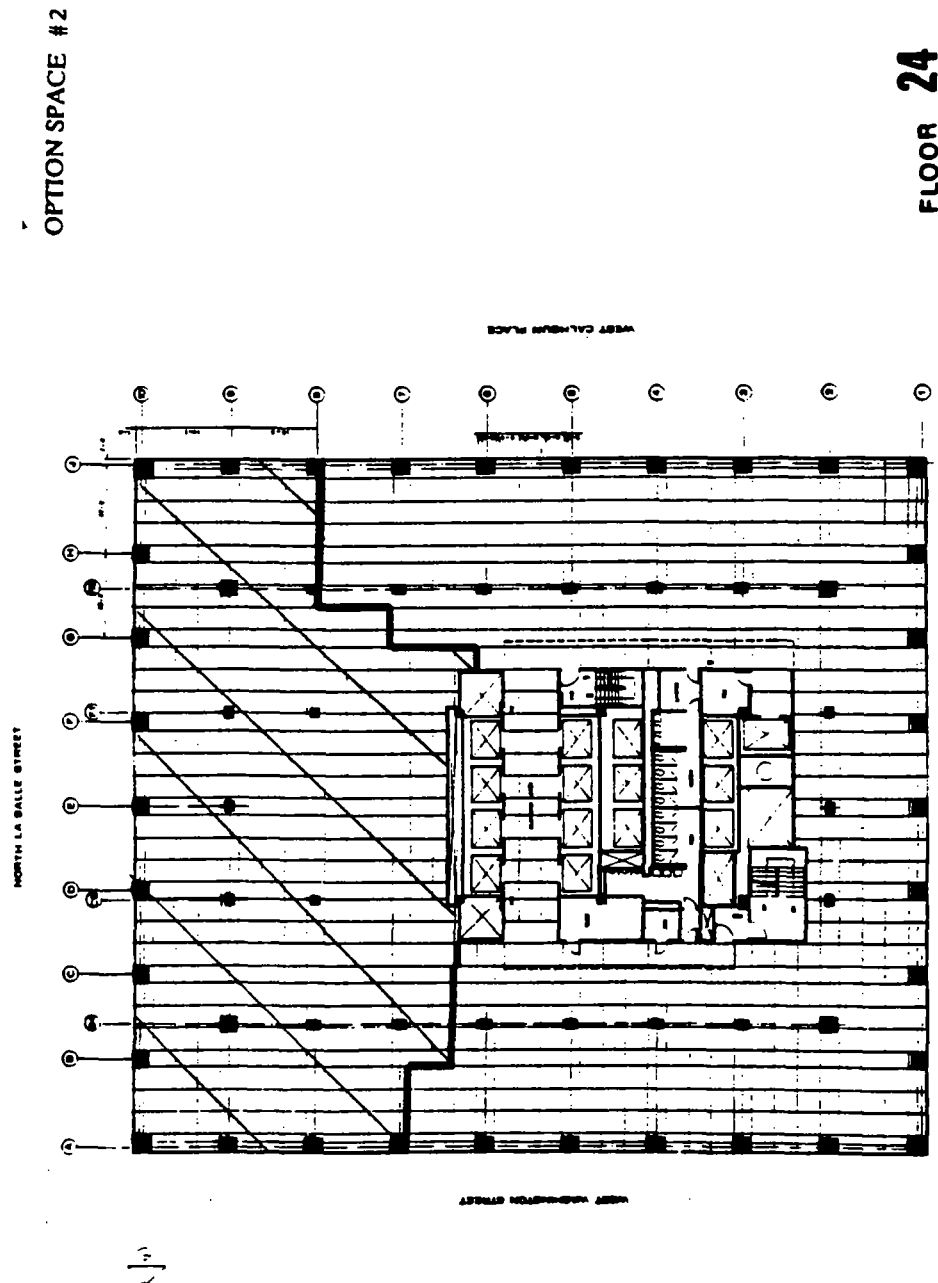
OPTION SPACE #1

FLOOR 31

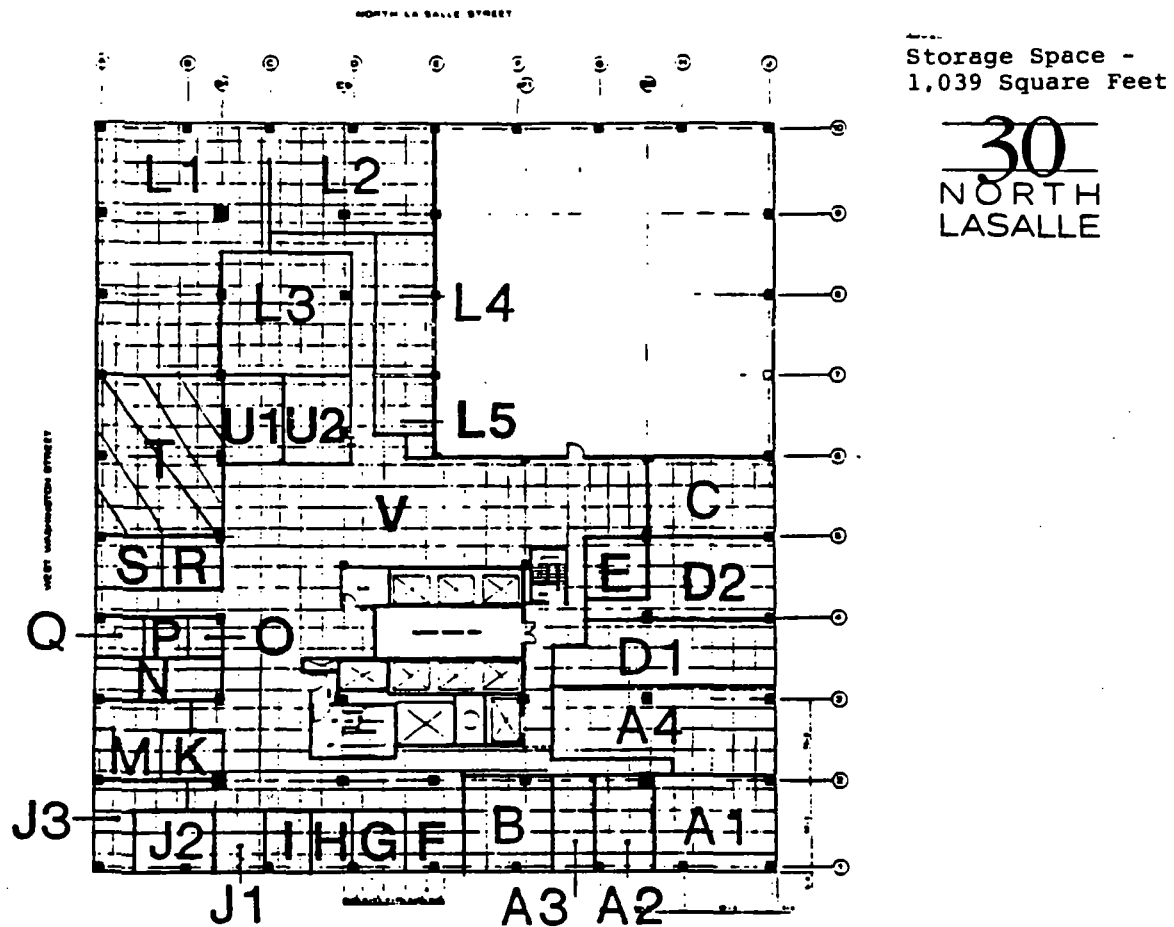


(Sub)Exhibit "M".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS



(Sub)Exhibit "N".
(To Lease Agreement)



44th Floor

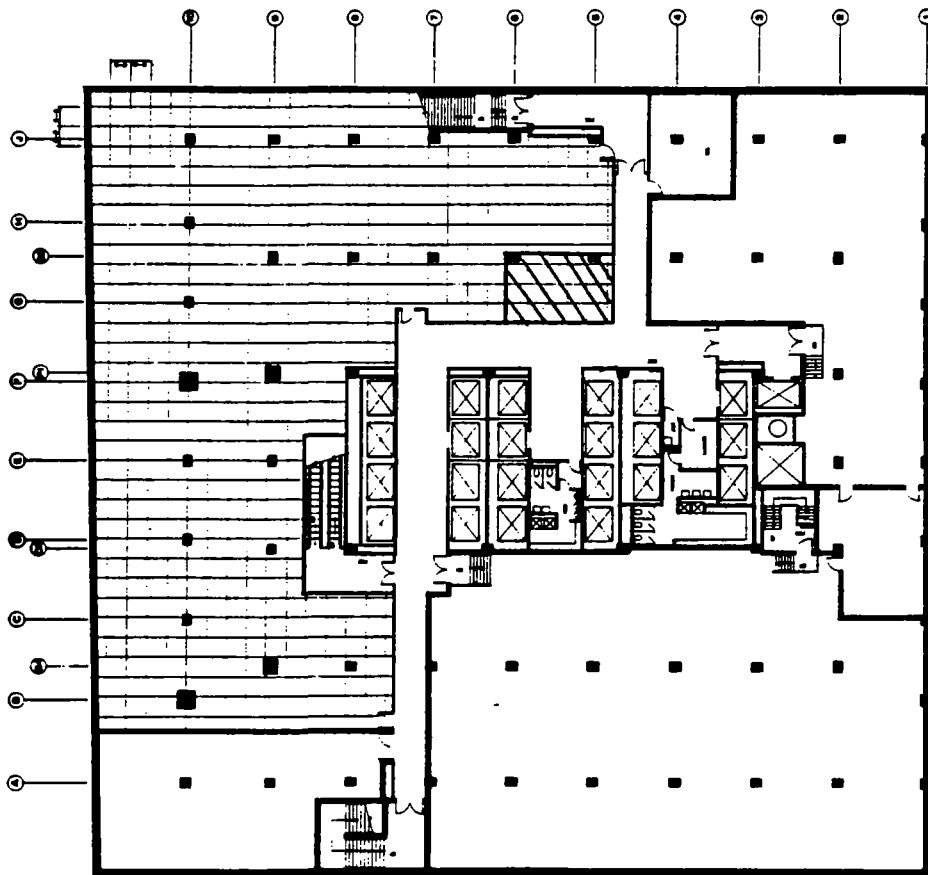
Tenant	Sq. Ft.	Tenant	Sq. Ft.
A1 D'Ancona & Pflaum	553	L1 Rivkin, Radler, Et. AL	2,077
A2 Cherry & Flynn	276	L2 Rivkin, Radler, Et. AL	916
A3 Tribler & Orpett	160	L3 Building	702
A4 Building	837	L4 Building	449
B Record Copy	400	L5 Associated 3rd Party	150
C Vacant	378	M Thomas P. Valenti, P.C.	225
D1 Thomas Havey & Co.	620	N Sugar Friedberg	270
D2 Vacant	602	O Marc PeKay	86
E Brian McManus	150	P Fisher & Fisher	90
F Asset Allocation	144	Q Jackie Walker	90
G Asset Allocation	140	R Guaranty National Title	180
H Simpson Estates	83	S Finger, Hochman, & Delot	182
I Keith Davidson	124	T Building	1039
J1 Komessar & Wintroub	132	U1 Building	176
J2 Building	246	U2 Building	385
J3 Vacant	246	V Building	4646
K Peter Cantwell	161		

(Sub)Exhibit "O".
(To Lease Agreement)

30 NORTH LA SALLE BUILDING, CHICAGO, ILLINOIS

Building Smoking Lounge

FLOOR
CON



COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 8, SECTION 040 AND
TITLE 4, CHAPTER 60, SECTION 070 OF MUNICIPAL
CODE OF CHICAGO CONCERNING SPECIAL
FOOD DISPENSER AND SPECIAL
EVENT LIQUOR LICENSES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Richard M. Daley (which was referred on March 9, 1995) amending Sections 4-8-040 and 4-60-070 of the Municipal Code of Chicago concerning special event and food and liquor licenses, 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 Schuler, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 4-8-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-8-040 License And Permit Fees.

The annual license and permit fees shall be as set forth in this code and shall be paid before any license or permit may be issued. All licenses shall expire in accordance with the terms of Section 4-4-021.

(a) Food-Dispensing Establishment. Food dispenser licenses shall fall into four classes: food dispenser on premises (service accommodation of 25 or fewer); food dispenser on premises (service accommodation of more than 25); food dispenser off premises; and food dispenser on premises limited. (A food dispenser on premises limited license shall be required for any establishment in which food preparation is carried out by the use of a microwave oven only. This class shall not apply to any establishment in which an oven, stove, toaster, or other heating apparatus is used for food preparation. Establishments that obtain a food dispenser on premises limited license shall not be required to maintain more than one sink on premises). Any establishment obtaining a food dispenser on premises limited license shall not qualify as a restaurant under the liquor license ordinance. A charitable, religious or educational institution not carried on for private gain or profit, which operates eating facilities in connection with the immediate carrying out of its charitable, religious or educational activities, shall be exempt from food dispenser license fees.

The annual fee for each food dispenser on premises license and for each food dispenser off premises license shall be as set forth in Section 4-5-010. The fee for a special food dispenser license for a period not to exceed [10] 11 days shall be as set forth in Section 4-5-010.

(b) Mobile Food Dispenser License. A separate license is required for each vehicle used by the mobile food dispenser in the conduct of his business. The fee for such license shall be as set forth in Section 4-5-010.

(c) Automated Food-Vending Machine (A.F.V.M.) Business License. The license fees are based upon the amount of coin required to operate the machines. Where the operator who installs, keeps or maintains automatic food-vending machines which qualify under more than one class under this chapter, he shall be required to pay the license fee prescribed for the highest class machine involved. A charitable, religious or educational institution not carried on for private gain or profit, which operates only Class I automatic food-vending machines in connection with and for the carrying out of its charitable, religious or educational activities, shall be exempt from automatic food-vending machine license fees.

The annual fee for an automated food-vending machine license shall be as set forth in Section 4-5-010.

(d) 1. Wholesale Food Establishment License. The fee shall be as set forth in Section 4-5-010.

SECTION 2. Section 4-60-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in *italics*, as follows:

4-60-070 Issuance Authority-Special Licenses.

(a) A city retailer's license for the sale of alcoholic liquor shall be issued by the local liquor control commissioner, subject to the provisions of an act entitled "An Act relating to alcoholic liquor", approved January 31, 1934, as amended, and subject to the provisions of this chapter and Chapter 4-4 relating to licenses in general not inconsistent with the law relating to alcoholic liquor. The local liquor control commissioner shall also have the authority to issue a special event liquor license. A special event liquor license may be issued by the local liquor control commissioner for a period of time not to exceed [10] 11 days. Such license may be issued only after the mayor has designated an event as a special event. Notwithstanding any provision of this chapter, the fee for a special event liquor license shall be as set forth in Section 4-5-010. The alderman of the ward in which the event is located shall be notified five days prior to issuance of the special event license.

(b) Any qualified organization licensed and approved for the operation of charitable games under the Illinois Charitable Games Act, Illinois revised Statutes Chapter 120, Section 1121, et seq. (1985), as amended, may apply to the local liquor control commissioner for a special term liquor license. The local liquor control commissioner may, upon the approval of the bureau of fire prevention, issue a special term liquor

license to such an organization for the location and for a period not to exceed the actual time specified in the applicant's charitable games license issued by the Illinois Department of Revenue. Any licensee under this section shall be subject to Sections 4-60-100, except as it may incorporate and impose any requirements for separate licensing, 4-60-110, 4-60-130, 4-60-140, 4-60-150 and 4-60-190 with respect to violations of application sections, and shall be exempt from all others. Any special term liquor license issued pursuant to this section shall be automatically suspended or revoked whenever the special term liquor license holder's charitable games license is suspended or revoked. The fee for a special term liquor license shall be \$50.00.

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

AMENDMENT OF TITLE 4, CHAPTER 88, SECTION 040 OF
MUNICIPAL CODE OF CHICAGO BY WAIVING LICENSE
REQUIREMENTS FOR LABORATORIES OPERATED
BY PHYSICIANS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Patrick O'Connor (which was referred on March 9, 1995), amending Section 4-88-040 of the Municipal Code of Chicago by exempting physicians duly licensed in the State of Illinois from obtaining a laboratory license, begs leave to recommend that Your Honorable Body *Pass* the proposed 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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 4-88-040 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

4-88-040 Classes Of Licenses -- Fees.

Laboratories are hereby classified into three classes, and the annual license fee for each class shall be fixed as follows:

Laboratory -- City. Laboratories operating and conducting examinations, analyses, experiments or determinations in the city. The license fee for this class shall be as set forth in Section 4-5-010;

Laboratory -- Outside of City. An agent or agency soliciting for examinations, analyses, experiments or determinations, which are conducted in a laboratory located outside of the city. The license fee for this class shall be as set forth in Section 4-5-010;

Laboratory -- Within Other Business. A laboratory conducted by a person in connection with another business where such laboratory does not directly serve the public for pay and which is maintained as a part of his principal industry or profession. Such laboratories shall be exempt from the payment of a license fee. *A laboratory conducted by a physician, licensed under the Illinois Medical Practice Act to practice medicine in all of its branches, in connection with the physician's practice of medicine shall be exempt from all aspects of licensing under this chapter.*

Provided, however, that any person conducting examinations, analyses, experiments or determinations (whether or not the same are carried on in connection with another business), all of which are without charge, shall be exempt from the payment of a license fee.

Such license fee shall not apply to municipal, county, state and federal institutions conducting examinations, analyses, experiments or determinations.

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

AMENDMENT OF TITLE 7, CHAPTER 28 AND TITLE 4,
CHAPTER 260 OF MUNICIPAL CODE OF CHICAGO
REGARDING GREASE CONTAINERS
AND HAULERS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration on ordinance introduced by Mayor Richard M. Daley (which was referred on March 9, 1995) amending Section 7-28 and Section 4-260 of the Municipal Code of Chicago regulating the maintenance of grease containers, begs leave to recommend that Your Honorable Body *Pass* the proposed 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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 7-28-200 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

Section 7-28-200 Definitions.

For the purposes of this chapter the following words and terms shall be understood as having the following meanings:

"Ashes" means all ashes of wood, coal and coke; the residue resulting from the combustion of any material or substance, soot, cinders, slag or charcoal.

"Garbage" means refuse organic matter, rejected or waste household food, [offal] *cooking grease or kindred refuse, swill or carrion.*

"Living Unit" means an apartment used as a single housekeeping unit for one family, or four rooms used for living, sleeping, cooking and eating, by one or more persons.

"Manure" means the excrement of all domestic animals and fowl, stable bedding, and all hay, straw, shavings, grass and weeds, or leaves which have been used for stable or fowlhouse bedding.

"Multiple Dwelling" means a building or a part of a building, designed, intended, or used as an apartment house, apartment hotel, tenement house or other use in which there is more than one dwelling.

"Occupational Unit" means a building or part of a building designed, intended or used for any purpose other than a single dwelling or multiple dwelling.

"Refuse" means all garbage, ashes, and all other rejected matter, rubbish dust, and miscellaneous waste, but not including manure or discarded construction or building material.

"Single dwelling" means a building designed as or intended for, or used as a residence for a single-family, when such group does not exceed five in number.

SECTION 2. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by adding a new Section 7-28-301, as follows:

Section 7-28-301 Grease Containers.

Any container used for the storage, collection or removal of cooking grease or kindred refuse placed in the public way or open loading dock shall be constructed of impervious material and subject to the approval of the Board of Health.

SECTION 3. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by adding a new Section 7-28-302, as follows:

Section 7-28-302 Grease Containers -- Maintenance.

(a) It shall be the duty of every person responsible for the use of a grease container in which cooking grease or kindred refuse is stored, to (1) keep a tightly fitting cover in place, except when opened for the deposit or removal of its contents; and (2) remove spillage after every use by applying a cleaning agent approved by the Commissioner of the Department of Streets and Sanitation.

(b) *It shall be the duty of every Grease Hauler responsible for the collection of any grease container in which cooking grease or kindred refuse is stored, to (1) provide a tightly fitting cover for the container; (2) resecure the container cover if it is removed during collection; and (3) remove any grease spilled during collection by applying a cleaning agent approved by the Commissioner of the Department of Streets and Sanitation.*

(c) *In accordance with Section 7-28-302(a)(2) and (b)(2), cooking grease or kindred refuse spilled in the public way or open loading dock shall be cleaned with an inorganic, inert material capable of absorbing and neutralizing grease. Approved materials include, but are not limited to, sand, clay, bentonite, sawdust, and combinations of these materials sold as commercial absorbents.*

(d) *Any person who violates any provision of this section shall be fined not less than \$100 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.*

SECTION 4. Section 4-260-120 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-260-120 [Offal Scavenger] "*Grease Hauler*" Defined.

As used in this chapter:

[“Offal Scavenger”] “*Grease Hauler*” means any person engaged in the business of collecting, gathering or transporting butchers’ offal, calfskins, hotel or restaurant bones, *cooking* grease, glue, stock or kindred refuse, by [wagon, cart] *vehicle* [or otherwise], or to drive any [wagon or] vehicle for such purpose through the public ways of the City.

SECTION 5. Section 4-260-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-260-130 License Required.

It shall be unlawful to engage in the business of [Offal Scavenger] *Grease Hauler* without first having obtained a license therefor.

SECTION 6. Section 4-260-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-260-140 License -- Application -- Investigation.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses, and shall set forth the nature of the business to be carried on. The Department of Streets and Sanitation shall thereupon investigate the reputation and responsibility of the applicant, the equipment proposed to be used in said business, and what disposition he proposes to make of the [offal] *cooking grease or kindred refuse*.

SECTION 7. Section 4-260-160 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-260-160 Vehicle Emblems *And Container Identification*.

(a) Every person licensed as a [n Offal Scavenger] *Grease Hauler* shall receive from the City Clerk at the time the license is issued, a metal plate or other suitable emblem for each vehicle used in the conduct of the business so licensed. On such plate or emblem shall be stamped or plainly marked thereon the words "[Chicago Offal Scavenger] *Grease Hauler*". Such plate or emblem shall be conspicuously affixed on the vehicle used in the licensee's business.

(b) *Every person licensed as a Grease Hauler maintaining a grease container on the public way or open loading dock shall label their container with the following information: the name and telephone number of the licensee. The labeling shall be indelible, and visible during normal use, in letters no less than 1 inch high, in a color that contrasts clearly with its background.*

(c) *Subsection (b) of this section shall be enforced from and after June 1, 1995, in that portion of the city bounded on the west by the west side of Halsted Street, on the north by the north side of North Avenue, on the east by Lake Michigan, and on the south by the south side of Roosevelt Road. Subsection (b) of this section shall be enforced in the remaining portions of the city from and after October 15, 1995.*

SECTION 8. This ordinance shall take effect thirty (30) days after its passage.

AUTHORIZATION FOR ISSUANCE OF FOOD VENDOR AND
MARKET VENDOR LICENSES, FREE OF CHARGE,
TO PARTICIPANTS IN RAZZ-MA-TAZZ
NEIGHBORHOOD FESTIVAL.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order introduced by Alderman Eugene Schulter (which was referred on March 9, 1995) authorizing and directing the Director of Revenue to issue, free of charge, Food Vendor and Market Vendor Licenses to participants in the Razz-Ma-Tazz Neighborhood Festival, begs leave to recommend that Your Honorable Body *Pass* the proposed order 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 Director of the City Department of Revenue is hereby authorized and directed to issue, free of charge, Food Vendor and Market Vendor Licenses to participants in the Razz-Ma-Tazz Neighborhood Festival sponsored by the Northcenter Chamber of Commerce, to be held in Welles Park, 2333 West Sunnyside Avenue, on Sunday, July 16, 1995, during the hours of 12:00 Noon to 10:00 P.M..

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 13, September 14, November 2, December 21, 1994, January 12 and February 8, 1995) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location And Time
1	East Adams Street (south side) from a point 121 feet west of South Michigan Avenue, to a point 22 feet west thereof -- loading zone/tow-away zone -- 12:00 Noon to 12:00 Midnight (95-0232);
10	South Commercial Avenue (east side) from a point 188 feet south of East 87th Street, to a point 20 feet south thereof -- 8:00 A.M. to 7:00 P.M. (94-1363);

Ward	Location And Time
23	West 47th Street (south side) from a point 100 feet east of South Kilpatrick Avenue, to a point 25 feet east thereof -- 12:00 Noon to 2:30 P.M. -- on all school days (95-0249);
25	West 18th Street (south side) from a point 207 feet west of South Laflin Street, to a point 19 feet west thereof -- 7:00 A.M. to 7:00 P.M. (95-0075);
29	West Lake Street (north side) from a point 100 feet east of North Austin Boulevard, to a point 25 feet east thereof -- 8:00 A.M. to 7:00 P.M. -- Monday through Friday (95-0255);
29	West Madison Street (south side) from a point 195 feet east of South Lotus Avenue, to a point 20 feet east thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (95-0253);
30	North Knox Avenue (west side) from a point 180 feet south of West Cornelia Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0259);
33	West Irving Park Road (south side) from a point 20 feet east of North Albany Avenue, to a point 60 feet east thereof -- 5:00 A.M. to 8:00 P.M. -- Monday through Friday (95-0266);

Ward	Location
33	North Elston Avenue (northwest side) from a point 31 feet northwest of North Spaulding Avenue, to a point 25 feet northwest thereof -- 10:00 A.M. to 10:00 P.M. -- Monday through Friday (95-0267);
38	West Montrose Avenue (north side) from a point 120 feet west of North Menard Avenue, to a point 25 feet west thereof -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-0277);
40	North Clark Street (west side) from a point 72 feet south of West Arthur Avenue, to a point 25 feet south thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (95-0282);
42	West Evergreen Avenue (south side) from a point 90 feet west of North Halsted Street, to a point 40 feet west thereof -- handicapped loading zone (94-1105);
42	West Ontario Street (south side) from a point 235 feet east of North Kingsbury Street, to a point 43 feet east thereof -- loading zone/tow-away zone (95-0185);
42	East Ohio Street (north side) from a point 30 feet west of North St. Clair Street, to a point 45 feet west thereof -- loading zone/tow-away zone (95-0186);

Ward	Location
42	West Hubbard Street (south side) from a point 115 feet west of North Clark Street, to a point 20 feet west thereof -- 5:00 P.M. to 11:00 P.M. -- loading zone/tow-away zone (95-0285);
42	East Oak Street (south side) from a point 281 feet east of North Rush Street, to a point 61 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday (95-0286);
42	West Ontario Street (north side) from a point 120 feet west of North State Street, to a point 25 feet west thereof -- loading zone/tow-away zone -- 8:00 P.M. to 4:00 A.M. (95-0287);
43	West Armitage Avenue (south side) from a point 90 feet west of North Sheffield Avenue, to a point 20 feet west thereof -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday -- 9:00 A.M. to 5:00 P.M. -- Saturday and Sunday -- loading zone/tow-away zone (94-1436);
43	North Wells Street (east side) from a point 269 feet north of West North Avenue, to a point 84 feet north thereof -- 7:00 A.M. to 1:00 P.M. -- Monday through Friday -- loading zone/tow-away zone (95-0106);
44	North Clark Street (west side) from a point 125 feet south of West Wellington Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- loading zone/tow-away zone (95-0227);

Ward	Location
45	West Gunnison Street (north side) from a point 86 feet west of North Meade Avenue, to a point 25 feet west thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (95-0114);
45	West Lawrence Avenue (south side) from a point 126 feet west of North Laramie Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 8:00 P.M. (95-0190);
46	West Waveland Avenue (south side) from a point 5 feet east of North Broadway, to a point 25 feet east thereof -- 10:00 A.M. to 6:00 P.M. -- Monday through Friday (94-0749);
46	West Wilson Avenue (south side) from a point 15 feet east of North Clifton Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday -- handicapped loading zone (95-0295).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed October 15, 1987 (Council Journal of Proceedings, page 5239) which reads:

"East Oak Street (south side) from a point 349 feet west of North Michigan Avenue, to a point 46 feet west thereof -- loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday" (42nd Ward) (95-0286).

SECTION 2. Amend ordinance passed March 15, 1991 (Council Journal of Proceedings, page 31507) which reads:

"North Clark Street (west side) from a point 295 feet north of West Grace Street, to a point 145 feet north thereof -- loading zone -- 9:00 A.M. to 7:00 P.M. -- Monday through Sunday"

by striking the above and inserting:

"North Clark Street (west side) from a point 130 feet south of West Byron Street, to a point 138 feet south thereof -- loading zone/tow-away zone -- 8:00 A.M. to 8:00 P.M." (44th Ward) (95-0110).

SECTION 3. Repeal ordinance passed November 15, 1993 (Council Journal of Proceedings, page 40316) which reads:

"West Wilson Avenue (south side) from a point 85 feet east of North Racine Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday -- handicapped loading zone" (46th Ward) (95-0295).

SECTION 4. Amend ordinance passed June 12, 1992 (Council Journal of Proceedings, page 17776) which reads:

"West Brompton Place (south side) from a point 113 feet west of North Lake Shore Drive, to a point 40 feet west thereof"

by striking:

"loading zone/tow-away zone"

and inserting:

"30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes" (46th Ward) (95-0292).

SECTION 5. Repeal ordinance passed June 17, 1992 (Council Journal of Proceedings, page 17780) which reads:

"North Winthrop Avenue (west side) from a point 265 feet south of West Bryn Mawr Avenue, to a point 25 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking the above (48th Ward) (94-0276).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

RESTRICTION AND AMENDMENT OF VEHICULAR
TRAFFIC MOVEMENT ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 16, September 14, October 5, November 2, 16, 30, December 21, 1994, January 12 and February 8, 1995) proposed ordinances to restrict and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

Restriction Of Vehicular Traffic To Single Direction.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways, between the limits indicated:

Ward	Location And Direction
10	South Luella Avenue, from East 99th Street to East 100th Street -- southerly (95-0161);
10	East 129th Street, from South Saginaw Avenue to South Carondolet Avenue -- easterly (95-0163);
11	North/south alley west of South Hermitage Avenue, from the first east/west alley south of West 38th Street to the second east/west alley south of West 38th Street -- southerly (95-0058);

Ward	Location And Direction
11	First east/west alley north of West Pershing Road, from the north/south alley west of South Hermitage Avenue to South Wood Street -- westerly (95-0059);
11	First east/west alley north of West Pershing Road, from the north/south alley west of South Hermitage Avenue to South Hermitage Avenue -- easterly (95-0057);
15	West 70th Place, from South Hamilton Avenue to South Damen Avenue -- westerly (95-0239);
18	First north/south alley east of South Damen Avenue, between West 83rd Street and West 84th Street -- northerly (94-1375);
18	South Washtenaw Avenue, from West 86th Place to West 87th Street -- southerly (94-1373);
18	South Winchester Avenue, from West 80th Street to West 87th Street -- southerly (94-1715);
18	South Winchester Avenue, from West 80th Street to West 79th Street -- northerly (94-1715);
21	West 90th Street, from South Paulina Street to South Beverly Avenue -- westerly (94-1385);
23	First north/south alley between South Keating Avenue and South Cicero Avenue, from West 43rd Street to West 46th Street -- southerly (95-0248);

Ward	Location And Direction
29	First north/south alley west of North Laramie Avenue, from West Gladys Avenue to West Jackson Boulevard -- northerly (95-0258);
36	Alley between North Neenah Avenue and North Nashville Avenue, in the 2800 block -- northerly (94-1419);
44	North Fremont Street, from West Addison Street to West Waveland Avenue -- southerly (except for school buses on school days from 8:00 A.M. to 4:30 P.M.) (94-1793).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicle Traffic Movement.

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

SECTION 1. Amend ordinance passed February 10, 1993 (Council Journal of Proceedings, page 28551) which reads:

"East 25th Street, from South Michigan Avenue to South State Street -- westerly"

by striking:

"westerly"

and inserting:

"easterly" (2nd Ward) (94-1346).

SECTION 2. Repeal ordinance passed December 18, 1963 (Council Journal of Proceedings, page 2033) which reads:

"East 24th Place, from South Michigan Avenue to South Indiana Avenue -- easterly" (2nd Ward) (94-1712).

SECTION 3. Amend ordinance passed September 27, 1954 (Council Journal of Proceedings, page 8361) which reads:

"South Indiana Avenue, from 63rd to Roosevelt Road -- northerly"

by striking:

"Roosevelt Road"

and inserting:

"East 31st Street" (2nd Ward) (94-1711).

SECTION 4. Amend ordinance passed January 14, 1958 (Council Journal of Proceedings, page 511) which reads:

"South Michigan Avenue, from East 16th Street to East Garfield Boulevard"

by striking:

"East 16th Street"

and inserting:

"East 31st Street -- southerly" (2nd Ward) (94-1710).

SECTION 5. Amend ordinance passed December 18, 1963 (Council Journal of Proceedings, page 2033) which reads:

"East 24th Place, from South South Park Way (South Dr. Martin Luther King, Jr. Drive) to South Indiana Avenue"

by striking:

"South Indiana Avenue"

and inserting:

"South State Street -- westerly" (2nd Ward) (94-1347).

SECTION 6. Amend ordinance passed August 30, 1972 (Council Journal of Proceedings, page 3625) which reads:

"West 52nd Street, from South Western Avenue to South California Avenue"

by striking:

"South California Avenue"

and inserting:

"South Kedzie Avenue -- westerly" (14th Ward) (95-0165).

SECTION 7. Amend ordinance passed October 20, 1978 (Council Journal of Proceedings, page 8555) which reads:

"South Winchester Avenue, from West 76th Street to West 87th Street -- southerly"

by striking:

"West 87th Street"

and inserting:

"West 79th Street" (18th Ward) (94-1715).

SECTION 8. Repeal ordinance passed September 10, 1975 (Council Journal of Proceedings, page 1191) which reads:

"South Winchester Avenue, from West 94th Street to West 95th Street -- southerly" (19th Ward) (94-0644).

SECTION 9. Amend ordinance passed November 6, 1992 (Council Journal of Proceedings) which reads:

"South Laflin Street, from West 95th Street to West 94th Street -- northerly"

by striking:

"northerly"

and inserting:

"southerly, from West 94th Street to the first alley south of West 95th Street -- southerly" (21st Ward) (94-1110).

SECTION 10. Amend ordinance passed June 17, 1992 (Council Journal of Proceedings, page 17782) which reads:

"West 56th Street, from South Neva Avenue to South Harlem Avenue, and South Austin Avenue to South Narragansett Avenue"

by striking:

"South Narragansett Avenue"

and inserting:

"South Mulligan Avenue -- westerly" (23rd Ward) (94-1389).

SECTION 11. Amend ordinance passed September 12, 1973 (Council Journal of Proceedings, page 6163) which reads:

"South Moody Avenue, from West 63rd Street to West 60th Street -- northerly"

by striking:

"West 63rd Street"

and inserting:

"the first east/west alley north of West 63rd Street" (23rd Ward) (95-0171).

SECTION 12 Amend ordinance passed May 9, 1979 (Council Journal of Proceedings, page 123) which reads:

"The first east/west alley north of West 63rd Street, from South Meade Avenue to South Moody Avenue -- easterly"

by striking:

"easterly"

and inserting:

"westerly" (23rd Ward) (95-0172).

SECTION 13. Amend ordinance passed September 12, 1973 (Council Journal of Proceedings, page 6162) and May 10, 1989 (Council Journal of Proceedings, Page 853) which reads:

"West Crystal Street, from North Hermitage Avenue to North Wood Street -- easterly"

by striking:

"easterly"

and inserting:

"westerly" (26th Ward) (95-0175).

SECTION 14. Amend ordinance passed July 14, 1993 (Council Journal of Proceedings, page 35557) which reads:

"the first east/west alley north of West Logan Boulevard, from North California Avenue to North Washtenaw Avenue -- easterly"

by striking:

"easterly"

and inserting:

"westerly" (26th Ward) (95-0252).

SECTION 15. Amend ordinance passed September 21, 1962 (Council Journal of Proceedings, page 7762) which reads:

"South Princeton Avenue, from West 115th to West 119th Street -- northerly"

by striking:

"West 119th Street"

and inserting:

"West 120th Street" (34th Ward) (94-1203).

SECTION 16. Repeal ordinance passed January 12, 1995 (Council Journal of Proceedings, page 64654) which reads:

"first east/west alley north of West Belmont Avenue between North Normandy Avenue and North Rutherford Avenue -- easterly"

by striking the above (36th Ward) (95-0273).

SECTION 17. Amend ordinance passed December 30, 1960 (Council Journal of Proceedings, page 4199) which reads:

"North Normandy Avenue, from West Belden Avenue to West Grand Avenue -- northerly"

by striking:

"to West Grand Avenue"

and inserting:

"to the first alley south of West Grand Avenue" (36th Ward) (94-1417).

SECTION 18. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF PARKING METER AREAS AND
REMOVAL OF PARKING METERS AT
SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, April 15, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred January 12, 1995 proposed ordinances to establish and amend parking meter areas, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

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

Establishment Of Parking Meter Areas.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location
1	West Madison Street (both sides) between South Morgan Street and South Racine Avenue -- two hour limit -- 8:00 A.M. to 9:00 P.M., Monday through Saturday;
43	West North Avenue (north side) between North Orleans Street and North Hudson Avenue -- two hour limit -- 9:00 A.M. to 12:00 Midnight.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Parking Meters.

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

SECTION 1. Removal of parking meters at 6425 South Central Avenue, on West 64th Place and on South Central Avenue (east side) (13th Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 3, April 13, September 14, October 5, November 2, 10, 16, 30, December 21, 1994, January 12, February 8, and March 9, 1995) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

Prohibition Of Parking At All Times.
(Except For Handicapped)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Ward	Location
3	4153 South Wells Street -- Handicapped Parking Permit 10569;
4	4901 South Drexel Avenue -- Handicapped Parking Permit 10570;
4	5412 South Drexel Avenue -- Handicapped Parking Permit 10221;
5	7125 South Cornell Avenue -- Handicapped Parking Permit 10638;
5	7236 South Ridgeland Avenue -- Handicapped Parking Permit 10472;
5	1347 East 76th Street -- Handicapped Parking Permit 10572;
5	East 59th Street (south side) from a point 20 feet east of South Ellis Avenue, to a point 80 feet east thereof -- two percent handicapped -- \$100.00 fine -- tow-away zone (94-0078);
6	725 East 89th Street -- Handicapped Parking Permit 10639;
6	9236 South Prairie Avenue -- Handicapped Parking Permit 10645;

Ward	Location
6	7609 South St. Lawrence Avenue -- Handicapped Parking Permit 10646;
6	8738 South Indiana Avenue -- Handicapped Parking Permit 10573;
6	9333 South Calumet Avenue -- Handicapped Parking Permit 10575;
6	7156 South Calumet Avenue -- Handicapped Parking Permit 10640;
6	6930 South Perry Avenue -- Handicapped Parking Permit 10643;
6	8021 South Prairie Avenue -- Handicapped Parking Permit 10644;
7	9549 South Constance Avenue -- Handicapped Parking Permit 10576;
7	8921 South Phillips Avenue -- Handicapped Parking Permit 10478;
7	7838 South Burnham Avenue -- Handicapped Parking Permit 10647;
9	11427 South Indiana Avenue -- Handicapped Parking Permit 10671;
9	725 East 105th Street -- Handicapped Parking Permit 10435;

Ward	Location
9	10111 South Lafayette Avenue -- Handicapped Parking Permit 10437;
9	10815 South Prairie Avenue -- Handicapped Parking Permit 10487;
9	11335 South Forest Avenue -- Handicapped Parking Permit 10579;
10	10624 South Avenue F -- Handicapped Parking Permit 10672;
10	8847 South Houston Avenue -- Handicapped Parking Permit 10593;
10	10723 South Avenue G -- Handicapped Parking Permit 10673;
11	1656 West 38th Place -- Handicapped Parking Permit 10105;
11	1632 West 32nd Street -- Handicapped Parking Permit 10552;
11	2929 South Haynes Court -- Handicapped Parking Permit 10553;
11	2949 South Keeley Street -- Handicapped Parking Permit 10554;
11	520 West 45th Street -- Handicapped Parking Permit 10674;

Ward	Location
11	3238 South May Street -- Handicapped Parking Permit 10675;
11	3621 South Paulina Street -- Handicapped Parking Permit 10779;
11	4431 South Lowe Avenue -- Handicapped Parking Permit 10555;
11	3540 South Wood Street -- Handicapped Parking Permit 10440;
11	1641 West 33rd Street -- Handicapped Parking Permit 10550;
11	1643 West 33rd Street -- Handicapped Parking Permit 10551;
11	3217 South Parnell Avenue -- Handicapped Parking Permit 10556;
11	3634 South Parnell Avenue -- Handicapped Parking Permit 10557;
11	3639 South Paulina Street -- Handicapped Parking Permit 10558;
12	2947 West 25th Place -- Handicapped Parking Permit 10405;
12	1539 West 46th Street -- Handicapped Parking Permit 10561;

Ward	Location
12	2804 West 45th Street -- Handicapped Parking Permit 10676;
13	6317 West 64th Street -- Handicapped Parking Permit 10409;
14	2911 West 57th Street -- Handicapped Parking Permit 10443;
14	5217 South Sacramento Avenue -- Handicapped Parking Permit 10580;
14	3001 West 54th Street -- Handicapped Parking Permit 10679;
14	6654 South Sacramento Avenue -- Handicapped Parking Permit 10681;
15	6824 South Wood Street -- Handicapped Parking Permit 10581;
16	5220 South Bishop Street -- Handicapped Parking Permit 10682;
16	5528 South Carpenter Street -- Handicapped Parking Permit 10683;
16	5928 South May Street -- Handicapped Parking Permit 10684;
16	5843 South Washtenaw Avenue -- Handicapped Parking Permit 10685;

Ward	Location
17	1509 West 73rd Place -- Handicapped Parking Permit 10582;
17	7636 South Aberdeen Street -- Handicapped Parking Permit 10583;
17	7804 South Emerald Avenue -- Handicapped Parking Permit 10584;
17	6530 South Bishop Street -- Handicapped Parking Permit 10687;
17	8031 South Princeton Avenue -- Handicapped Parking Permit 10690;
17	7812 South Peoria Street -- Handicapped Parking Permit 10411;
17	7245 South Honore Street -- Handicapped Parking Permit 10507;
17	7405 South Peoria Street -- Handicapped Parking Permit 10689;
18	7813 South Hamilton Avenue -- Handicapped Parking Permit 10691;
18	3737 West 86th Place -- Handicapped Parking Permit 10586;
21	1228 West 97th Place -- Handicapped Parking Permit 10588;

Ward	Location
21	9137 South Racine Avenue -- Handicapped Parking Permit 10592;
21	9810 South Eggleston Avenue -- Handicapped Parking Permit 10693;
21	9009 South Normal Avenue -- Handicapped Parking Permit 10694;
21	9223 South Sangamon Street -- Handicapped Parking Permit 10695;
21	11410 South Elizabeth Street -- Handicapped Parking Permit 10590;
21	9338 South Lowe Avenue -- Handicapped Parking Permit 10305;
22	4529 South Lawler Avenue -- Handicapped Parking Permit 10693;
22	2734 South Drake Avenue -- Handicapped Parking Permit 10697;
23	3701 West 57th Place -- Handicapped Parking Permit 10450;
23	5140 South Parkside Avenue -- Handicapped Parking Permit 10520;
23	5519 South Massasoit Avenue -- Handicapped Parking Permit 10699;

Ward	Location
23	5140 South Monitor Avenue -- Handicapped Parking Permit 10208;
23	5159 South Lawler Avenue -- Handicapped Parking Permit 10515;
23	5410 South Rutherford Avenue -- Handicapped Parking Permit 10743;
25	2059 West Cullerton Street (South Hoyne Avenue side) Handicapped Parking Permit 10594;
26	3321 West Beach Street -- Handicapped Parking Permit 10595;
26	2700 North Hoyne Avenue -- Handicapped Parking Permit 10597;
26	3307 West Hirsch Street -- Handicapped Parking Permit 10596;
26	1750 North Talman Avenue -- Handicapped Parking Permit 10599;
28	3540 West Monroe Street -- Handicapped Parking Permit 10701;
28	4140 West Van Buren Street -- Handicapped Parking Permit 10703;
30	2432 North Long Avenue -- Handicapped Parking Permit 10705;

Ward	Location
30	4037 West Nelson Street -- Handicapped Parking Permit 10706;
30	5537 West Parker Avenue -- Handicapped Parking Permit 10603;
31	1316 North Ridgeway Avenue -- Handicapped Parking Permit 10352;
31	4211 West Hirsch Street -- Handicapped Parking Permit 10604;
31	3023 North Lowell Avenue -- Handicapped Parking Permit 10605;
32	1215 North Greenview Avenue -- Handicapped Parking Permit 10606;
32	2138 West Charleston Street -- Handicapped Parking Permit 10707;
32	2044 West Dickens Avenue -- Handicapped Parking Permit 10708;
33	4617 North Rockwell Street -- Handicapped Parking Permit 10608;
33	4250 North Kimball Avenue -- Handicapped Parking Permit 10711;
33	3855 North Richmond Street -- Handicapped Parking Permit 10712;

Ward	Location
34	129 West 109th Place -- Handicapped Parking Permit 10714;
34	11542 South Elizabeth Street -- Handicapped Parking Permit 10715;
34	11712 South Lowe Avenue -- Handicapped Parking Permit 10358;
34	11926 South Lowe Avenue -- Handicapped Parking Permit 10359;
34	12258 South Peoria Street -- Handicapped Parking Permit 10610;
34	11716 South Lowe Avenue -- Handicapped Parking Permit 10716;
35	2741 North Sawyer Avenue -- Handicapped Parking Permit 10611;
35	2860 West McLean Avenue -- Handicapped Parking Permit 10721;
35	4135 West Henderson Street -- Handicapped Parking Permit 10364;
35	2823 North Central Park Avenue -- Handicapped Parking Permit 10720;

Ward	Location
35	1916 North Whipple Street -- Handicapped Parking Permit 10722;
35	1834 North Mozart Street -- Handicapped Parking Permit 10567;
35	1902 North Albany Avenue -- Handicapped Parking Permit 10563;
35	2618 North Hamlin Avenue -- Handicapped Parking Permit 10564;
36	1822 North Mulligan Avenue -- Handicapped Parking Permit 10615;
36	3846 North Panama Avenue -- Handicapped Parking Permit 10618;
36	6838 West Addison Street -- Handicapped Parking Permit 10614;
36	2550 North Neva Avenue -- Handicapped Parking Permit 10616;
36	3526 North Neva Avenue -- Handicapped Parking Permit 10617;
36	6423 West Bloomingdale Avenue -- Handicapped Parking Permit 10366;
37	5235 West Bloomingdale Avenue -- Handicapped Parking Permit 10619;

Ward	Location
37	5238 West Crystal Street -- Handicapped Parking Permit 10620;
37	1047 North Keeler Avenue -- Handicapped Parking Permit 10723;
38	4256 North Moody Avenue -- Handicapped Parking Permit 10622;
38	3944 North Newland Avenue -- Handicapped Parking Permit 10727;
38	5658 West Warwick Avenue -- Handicapped Parking Permit 10729;
38	5018 West Henderson Street -- Handicapped Parking Permit 10725;
38	4539 North Mason Avenue -- Handicapped Parking Permit 10726;
38	5524 West Warwick Avenue -- Handicapped Parking Permit 10728;
39	4021 West Rosemont Avenue -- Handicapped Parking Permit 10624;
39	3729 West Windsor Avenue -- Handicapped Parking Permit 10730;
40	5346 North California Avenue -- Handicapped Parking Permit 10627;

Ward	Location
40	6130 North Hermitage Avenue -- Handicapped Parking Permit 10628;
40	2009 West Berwyn Avenue -- Handicapped Parking Permit 9751;
41	5272 North Natoma Avenue -- Handicapped Parking Permit 10382;
41	5272 North Natoma Avenue -- Handicapped Parking Permit 10383;
43	2523 North Burling Street -- Handicapped Parking Permit 10732;
43	238 West St. Paul Avenue -- Handicapped Parking Permit 10630;
44	747 West Cornelia Avenue -- Handicapped Parking Permit 10429;
44	1142 West Wellington Avenue -- Handicapped Parking Permit 10202;
45	5057 North Mango Avenue -- Handicapped Parking Permit 10734;
45	5815 North Melvina Avenue -- Handicapped Parking Permit 10631;
47	2109 West Eastwood Avenue -- Handicapped Parking Permit 10632;

Ward	Location
47	1801 West Irving Park Road -- Handicapped Parking Permit 10871;
47	4030 North Campbell Avenue -- Handicapped Parking Permit 10464;
47	4803 North Hoyne Avenue -- Handicapped Parking Permit 10735;
47	1829 West Sunnyside Avenue -- Handicapped Parking Permit 10736;
48	5957 North Greenview Avenue -- Handicapped Parking Permit 10535.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed April 29, 1992 (Council Journal of Proceedings, page 15402) which reads:

"South Western Avenue (both sides) from West 53rd Street to West 54th Street"

by striking:

"(east side) -- No Parking of Trucks" (14th Ward) (94-1369).

SECTION 2. Repeal ordinance passed March 6, 1963 (Council Journal of Proceedings, page 9055) which reads:

"South Western Avenue (east side) from a point 290 feet north of West 54th Street, to a point 165 feet north thereof" (14th Ward) (94-1369).

SECTION 3. Repeal ordinance passed September 10, 1957 (Council Journal of Proceedings, page 20507) which reads:

"West Washington Boulevard (south side) from the west line of North Cicero Avenue, to a point 150 feet west thereof" (28th Ward) (95-0181).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)*

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

SECTION 1. Amend ordinance by striking:

"530 North Armour Street -- Handicapped Parking Permit 8428" (1st Ward).

SECTION 2. Amend ordinance by striking:

"8626 South Phillips Avenue -- Handicapped Parking Permit 5166" (7th Ward).

SECTION 3. Amend ordinance by striking:

"10327 South Vernon Avenue -- Handicapped Parking Permit 4850" (9th Ward).

SECTION 4. Amend ordinance by striking:

"735 East 105th Street -- Handicapped Parking Permit 4470" (9th Ward).

SECTION 5. Amend ordinance by striking:

"10219 South Yale Avenue -- Handicapped Parking Permit 1527" (9th Ward).

SECTION 6. Amend ordinance by striking:

"10719 South Avenue L -- Handicapped Parking Permit 740" (10th Ward).

SECTION 7. Amend ordinance by striking:

"1621 West 33rd Street -- Handicapped Parking Permit 55" (11th Ward).

SECTION 8. Amend ordinance by striking:

"3603 South Honore Street -- Handicapped Parking Permit 1184" (11th Ward).

SECTION 9. Amend ordinance by striking:

"1620 West 32nd Place -- Handicapped Parking Permit 3405" (11th Ward).

SECTION 10. Amend ordinance by striking:

"3518 West 38th Place -- Handicapped Parking Permit 6817" (12th Ward).

SECTION 11. Amend ordinance by striking:

"3447 West 59th Place -- Handicapped Parking Permit 4909" (13th Ward).

SECTION 12. Amend ordinance by striking:

"3627 West 69th Street -- Handicapped Parking Permit 6405" (13th Ward).

SECTION 13. Amend ordinance by striking:

"4052 South Montgomery Avenue -- Handicapped Parking Permit 4727"
(14th Ward).

SECTION 14. Amend ordinance by striking:

"6018 South Rockwell Avenue -- Handicapped Parking Permit 258"
(15th Ward).

SECTION 15. Amend ordinance by striking:

"8253 South Bishop Street -- Handicapped Parking Permit 1809" (18th
Ward).

SECTION 16. Amend ordinance by striking:

"1954 South St. Louis Avenue -- Handicapped Parking Permit 5991"
(24th Ward).

SECTION 17. Amend ordinance by striking:

"33 South Menard Avenue -- Handicapped Parking Permit 8382" (29th
Ward).

SECTION 18. Amend ordinance by striking:

"2542 North Lotus Avenue -- Handicapped Parking Permit 1643" (30th
Ward).

SECTION 19. Amend ordinance by striking:

"3122 North Kilbourn Avenue -- Handicapped Parking Permit 3819"
(30th Ward).

SECTION 20. Amend ordinance by relocating from 619 North Monticello
Avenue to 2340 North Kedvale Avenue -- "Handicapped Parking Permit
3607" (31st Ward).

SECTION 21. Amend ordinance by striking:

"4252 West Kamerling Avenue -- Handicapped Parking Permit 4017"
(31st Ward).

SECTION 22. Amend ordinance by striking:

"3414 North Hoyne Avenue -- Handicapped Parking Permit 5152" (32nd
Ward).

SECTION 23. Amend ordinance by striking:

"4534 North Sawyer Avenue -- Handicapped Parking Permit 1705"
(33rd Ward).

SECTION 24. Amend ordinance by striking:

"4111 North Central Park Avenue -- Handicapped Parking Permit
1685" (33rd Ward).

SECTION 25. Amend ordinance by striking:

"2423 North Lawndale Avenue -- Handicapped Parking Permit 4783"
(35th Ward).

SECTION 26. Amend ordinance by striking:

"4535 North Spaulding Avenue -- Handicapped Parking Permit 6940"
(35th Ward).

SECTION 27. Amend ordinance by striking:

"1616 North Luna Avenue -- Handicapped Parking Permit 4717" (37th
Ward).

SECTION 28. Amend ordinance by striking:

"5223 North Hoyne Avenue -- Handicapped Parking Permit 9750" (47th
Ward).

SECTION 29. Amend ordinance by striking:

"2708 West Estes Avenue -- Handicapped Parking Permit 3265" (50th Ward).

SECTION 30. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location, Distance And Time
14	West 41st Street (both sides) from 3865 to 3875 (driveway to driveway) 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
23	South Keeler Avenue (east side) from a point 30 feet south of West 53rd Street, to a point 163 feet south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (95-0251);
36	6925 West Medill Avenue -- 6:00 A.M. to 8:00 A.M. -- daily (95-0275);
44	North Fremont Street (east side) from West Waveland Avenue to West Addison Street -- school days -- 8:00 A.M. to 4:30 P.M. -- except school buses (tow-away zone).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Amend ordinance passed April 27, 1960 (Council Journal of Proceedings, page 2512) which reads:

"South Western Avenue (both sides) from West 31st Street to West 55th Street -- 7:00 A.M. to 9:00 A.M. (east side) and 4:00 P.M. to 6:00 P.M. (west side)"

by striking:

"South Western Avenue (east side) from West 31st Street to West 55th Street"

and inserting:

"South Western Avenue (east side) from West 31st Street to West 47th Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" (14th Ward) (94-1369).

SECTION 2. Repeal ordinance passed February 8, 1995 (Council Journal of Proceedings, page 65467) which reads:

"South Keeler Avenue (east side) from a point 30 feet south of South Keeler Avenue, to a point 85 feet south thereof -- 7:00 A.M. to 10:00 A.M. -- Monday through Friday" (23rd Ward) (95-0251).

SECTION 3. Repeal ordinance passed December 21, 1977 (Council Journal of Proceedings, page 7072) which reads:

"West Dickens Avenue (north side) from North Major Avenue to North Mason Avenue -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday"

by striking the above (29th Ward) (95-0254).

SECTION 4. Repeal ordinance passed March 30, 1984 (Council Journal of Proceedings, page 5838) which reads:

"West Dickens Avenue (both sides) from North Austin Avenue to North Mason Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday"

by striking the above (29th Ward) (95-0256).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location, Distance And Time
14	West 50th Street (both sides) from South Western Avenue to the first alley west thereof -- one hour -- 7:00 A.M. to 7:00 P.M. -- all days (95-0062);
14	South Western Avenue (west side) from West 50th Street to West 51st Street -- one hour -- 7:00 A.M. to 3:00 P.M. -- all days (94-1476);
18	South Kedzie Avenue (west side) from West 82nd Street to West 83rd Street -- one hour -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (94-1714);

Ward	Location, Distance And Time
23	South Menard Avenue (west side) from South Archer Avenue to the first alley north thereof -- one hour -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (94-0215);
32	West Thomas Street (south side) from a point 20 feet east of North Western Avenue, to a point 80 feet east thereof -- two hours -- 6:00 A.M. to 12:00 Midnight (95-0260).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Limitations During Specified Hours.

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

SECTION 1. Amend ordinance passed September 13, 1989 (Council Journal of Proceedings, page 4871) which reads:

"South Menard Avenue (both sides) from South Archer Avenue to the first alley north thereof"

by striking:

"(both sides)"

and inserting:

"(east side) -- one hour -- 7:00 A.M. to 9:00 A.M." (23rd Ward) (94-0215).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential parking zones at the following locations:

Ward	Location
6	South Eberhart Avenue (west side) from the first alley south of East 79th Street to East 80th Street -- at all times -- Monday through Saturday (Zone 269);
14	4600 block of South Sacramento Avenue (both sides) at all times (Zone 252);
35	North Lamon Avenue, from West Henderson Street to the first alley south thereof (Zone 341);
41	West North Shore Avenue (north side) from North Ozanam Avenue to the first alley east thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 8);
43	North Mohawk Street, from West Menomonee Street to West Wisconsin Street (Zone 142);
43	West Wisconsin Street (north side) from North Cleveland Avenue to North Mohawk Street (Zone 142);
43	West Roslyn Place (north side) from a point 40 feet east of North Clark Street, to a point 372 feet east thereof and (south side) from a point 92 feet east of North Clark Street to North Lakeview Avenue (Zone 143);

Ward	Location
43	North Seminary Avenue (west side) from the first alley north of West Armitage Avenue to West Dickens Avenue and (east side) from West Armitage Avenue to West Dickens Avenue (Zone 143);
43	500 and 600 blocks of West Willow Street (both sides) 6:00 P.M. to 12:00 Midnight -- daily (Zone 142);
45	West Catalpa Avenue (south side) from North Long Avenue to the first alley east thereof (extension of Zone 101);
45	West Leland Avenue (south side) from North Laramie Avenue to the first alley east thereof (extension of Zone 264).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend ordinance by striking:

"West 37th Street, from 500 to 534 (Zone 392)" (11th Ward).

SECTION 2. Amend ordinance by striking:

"South Keating Avenue, from West 64th Street to the first alley north thereof (Zone 72)" (13th Ward).

SECTION 3. Amend ordinance by striking:

"West Gunnison Street (north side) from North Austin Avenue to North Meade Avenue (Permit 3)" (45th Ward).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as diagonal parking/service drives for the following locations:

Ward	Location
22	West 27th Street (north side) from South Trumbull Avenue to the first alley west thereof (95-0222);
23	South Newcastle Avenue (west side) from West Archer Avenue to the first alley north thereof (95-0223);
26	1847 North Humboldt Boulevard (95-0224);
29	West Dickens Avenue (south side) from North Mango Avenue to North Monitor Avenue (95-0225).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATIONS ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 19, 1993, November 2, 1994 and January 12, 1995) proposed orders to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schuler, M. Smith, Moore, Stone -- 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 Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the street or other public way designated within the limits specified:

Ward	Location And Speed
8	South Avalon Avenue, between East 85th Street and East 87th Street -- 25 miles per hour (94-1354);
8	South Kenwood Avenue, between East 83rd Street and East 87th Street -- 25 miles per hour (94-1353);
8	South Woodlawn Avenue, between South Avalon Avenue and East 85th Street -- 25 miles per hour (94-1352);
10	East 130th Street, from South Baltimore Avenue to South Saginaw Avenue -- 25 miles per hour (95-0160);
18	South Troy Street, from West 79th Street to West 80th Street -- 25 miles per hour (94-1372);
31	West Belden Avenue, from North Drake Avenue to North Pulaski Road -- 20 miles per hour (93-0560).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE
TOW-AWAY ZONES ON PORTIONS OF
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 23, May 18, July 13, August 3, October 5, November 2, December 21, 1994, January 12 and February 8, 1995) ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	West Polk Street (south side) from a point 20 feet west of South Federal Street, to a point 20 feet east of South Dearborn Street -- no stopping, no standing, no parking tow-away zone (95-0237);
1	South Wabash Avenue (west side) from a point 60 feet south of East Washington Street, to a point 20 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (94-0133);
11	West 44th Place (south side) from a point 160 feet east of South Racine Avenue, to a point 160 feet east thereof -- at all times (94-1187);
14	South Western Avenue (east side) from West 51st Street to West 54th Street (94-1369);
14	South Western Avenue (west side) from West 49th Place to West 50th Street (94-1476);

Ward	Location
15	South Seeley Avenue (east side) from a point 175 feet north of West 72nd Street, to a point 25 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone after 15 minutes (94-1371);
22	West 27th Street (south side) from a point 30 feet west of South Pulaski Road, to a point 30 feet west thereof -- handicapped -- \$100.00 fine -- tow-away zone (95-0167);
32	West Addison Street (south side) from a point 163 feet west of North Wolcott Avenue, to a point 37 feet west thereof -- 15 minute standing zone -- unattended vehicles must have flashing lights -- tow-away zone after 15 minutes (95-0265);
32	North Noble Street (west side) from West Division Street to a point 404 feet south thereof -- at all times (95-0261);
32	North Hermitage Avenue (east side) from a point 135 feet south of West Cortland Street, to a point south thereof -- at all times (95-0264);
33	North Drake Avenue (west side) from West Montrose Avenue, to the first alley north thereof -- at all times (95-0269);

Ward	Location, Distance And Time
36	West Medill Avenue (south side) from a point 90 feet west of North Newland Avenue, to a point 25 feet west thereof -- handicapped -- \$100.00 fine -- tow-away zone (94-1496);
38	North Cicero Avenue (west side) from a point 45 feet south of North Newport Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- unattended vehicles must have flashing lights -- tow-away zone after 15 minutes (95-0278);
38	North Cicero Avenue (west side) from a point 20 feet south of North Newport Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- unattended vehicles must have flashing lights -- tow-away zone after 15 minutes (95-0279);
39	North Kedzie Avenue (west side) from a point 178 feet south of West Berwyn Avenue, to a point 25 feet south thereof -- at all times (95-0090);
42	West Schiller Street (north side) from a point 20 feet west of North Wieland Street, to a point 65 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone after 15 minutes (94-0770);

Ward	Location, Distance And Time
42	East Delaware Place (north side) from a point 75 feet east of North Michigan Avenue, to a point 107 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (95-0284);
42	North Wieland Street (west side) from a point 30 feet north of West Schiller Street, to a point 90 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone after 15 minutes (94-0767);
43	North Wells Street (east side) from a point 227 feet north of West North Avenue, to a point 13 feet north thereof (95-0106);
43	North Halsted Street (west side) from a point 5 feet north of West Altgeld Street, to a point 25 feet south thereof -- at all times (95-0289);
43	North Wells Street (east side) from a point 70 feet south of West Eugenie Street, to a point 65 feet south thereof -- 6:00 P.M. to 6:00 A.M. -- Friday and Saturday only (94-0887);
44	North Fremont Street (east side) from a point 85 feet south of West Addison Street, to a point 20 feet south thereof -- 6:00 A.M. to 4:00 P.M -- Tuesday and Friday only (95-0191);

Ward	Location, Distance And Time
46	West Grace Street (south side) from a point 90 feet west of North Pine Grove Avenue, to a point 35 feet west thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 7:00 A.M. to 9:00 P.M. -- Monday through Saturday and 8:00 A.M. to 1:00 P.M. -- Sunday (95-0291);
46	West Grace Street (south side) from a point 20 feet east of North Wilton Avenue, to a point 25 feet east thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (95-0293);
47	North Ravenswood Avenue (east leg) from a point 175 feet north of West Irving Park Road, to a point 45 feet north thereof -- at all times (95-0229).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Amend ordinance passed November 5, 1993 (Council Journal of Proceedings, page 4350) which reads:

"South Western Avenue (west side) from West 49th Place to West 51st Street"

by striking:

"West 49th Place"

and inserting:

"West 50th Street -- 3:00 P.M. to 7:00 P.M. -- Monday through Friday"
(14th Ward) (94-1476).

SECTION 2. Amend ordinance passed November 30, 1994 (Council Journal of Proceedings, page 62756) which reads:

"South Pulaski Road (west side) from West 51st Street to West 53rd Street"

by striking:

"(west side)"

and inserting:

"(both sides)" (23rd Ward) (95-0250).

SECTION 3. Amend ordinance passed September 11, 1991 (Council Journal of Proceedings, page 5049) which reads:

"West Belden Avenue (north side) from North Clark Street to a point 200 feet east thereof -- tow-away zone"

by striking the above and inserting:

"West Belden Avenue (north side) from a point 30 feet east of North Clark Street, to a point 130 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone" (43rd Ward) (94-0447).

SECTION 4. Amend ordinance passed December 31, 1981 (Council Journal of Proceedings, page 8203) which reads:

"North Lake Shore Drive (local/west side) from a point 120 feet south of West Brompton Place, to a point 40 feet south thereof -- tow-away zone"

by striking:

"tow-away zone"

and inserting:

"30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes" (46th Ward) (95-0288).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION AND AMENDMENT
OF TRAFFIC WARNING SIGNS AND TRAFFIC
CONTROL SIGNALS ON PORTIONS
OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 23, September 14, November 2, 16, 30, December 21, 1994, January 12 and February 8, 1995) proposed ordinances and orders to erect and amend traffic warning signs and traffic control signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and substitute order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

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

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Ward	Type Of Sign And Location
1	Automatic traffic control signal, at West Flournoy Street and South Ashland Avenue (9-1121);
5	"Stop" sign, stopping southbound traffic on South Shore Drive, between East 54th Street and East 55th Street at approximately 5430 south (94-0137);
6	"All-Way Stop" sign, at South Eberhart Avenue and East 77th Street (95-0127);
8	"All-Way Stop" sign, at South Dante Avenue and East 89th Street (95-0128);
9	"Stop" sign, stopping South Rhodes Avenue for East 104th Street (94-0994);

Ward	Type Of Sign And Location
10	"All-Way Stop" sign, at South Avenue M and East 113th Street (95-0008);
10	"All-Way Stop" sign, at South Mackinaw Avenue and East 135th Street (95-0009);
10	"All-Way Stop" sign, at South Avenue E and East 105th Street (95-0198);
10	"All-Way Stop" sign, at South Brandon Avenue and East 132nd Street (95-0197);
10	"Stop" sign, on East 112th Street at intersection of South Avenue G (94-0524);
10	"All-Way Stop" sign, at East 110th Street and South Avenue L (94-1009);
10	"Stop" sign, for east/westbound traffic on East 100th Street at South Luella Avenue (95-0133);
10	"Stop" sign, for east/westbound traffic on East 100th Street at South Crandon Avenue (95-0131);
11	"All-Way Stop" sign, at South Quinn Street and West 29th Street (95-0199);
11	"All-Way Stop" sign, at South Wood Street and West 33rd Street (95-0200);
12	"Four-Way Stop" sign, at West 19th Street and South California Avenue (95-0134);

Ward	Type Of Sign And Location
13	"Two-Way Stop" sign, stopping West 56th Street for South Kolin Avenue (95-0204);
13	Automatic traffic control signals, at West 63rd Street and South Homan Avenue (94-0320);
13	"Stop" sign, for north/southbound traffic on South Narragansett Avenue and West 64th Street (95-0011);
13	"No Left Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" sign, on West 63rd Street (westbound) at South Springfield Avenue (95-0060);
13	"All-Way Stop" sign, at South Kolin Avenue and West 62nd Street (95-0136);
13	"All-Way Stop" sign, at South Kolin Avenue and West 62nd Street (95-0135);
13	"Two-Way Stop" sign, stopping east/west bound traffic on West 59th Street at South Keeler Avenue (95-0013);
14	"Stop" sign, stopping South Christiana Avenue for West 46th Street (95-0205);
14	"All-Way Stop" sign, at South Komensky Avenue and West 43rd Street (95-0017);
15	Automatic traffic control signals, at West 67th Street and South Wood Street (94-1275);

Ward	Type Of Sign And Location
18	"Stop" sign, stopping South Seeley Avenue for West 77th Street (94-1307);
18	"All-Way Stop" sign, at South Marshfield Avenue and West 81st Street (94-1305);
18	"Stop" sign, stopping West 82nd Street for South Wolcott Avenue (94-1308);
18	"Stop" sign, stopping West 82nd Street for South Hermitage Avenue (94-1304);
18	"Stop" sign, stopping South Elizabeth Avenue for West 86th Street (94-1303);
19	"Stop" sign, stopping South Troy Street for West 113th Street (94-0862);
21	"Stop" sign, stopping West 113th Place for South Laflin Street (95-0022);
22	"Stop" sign, stopping South Ridgeway Avenue for West 27th Street (95-0022);
23	"All-Way Stop" sign, at South Nashville Avenue and West 61st Street (94-1316);
23	"Two-Way Stop" sign, stopping West 48th Street for South Kedvale Avenue (95-0140);

Ward	Type Of Sign And Location
23	"No Left Turn -- 7:00 A.M. To 9:00 A.M. And 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" sign for northbound traffic only and "No Right Turn -- 7:00 A.M. To 9:00 A.M. And 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" for southbound traffic only on South Central Avenue at West 52nd Street (94-1390);
27	"All-Way Stop" sign, stopping North Campbell Avenue and West Ohio Street (95-0143);
29	Automatic traffic control signal, at North Narragansett and West Dickens Avenue (94-1122);
30	"All-Way Stop" sign, at West Wellington Avenue and North Parkside Avenue (95-0145);
30	"One-Way Stop" sign, stopping West Deming Place for North Leclaire Avenue (95-0148);
30	"All-Way Stop" sign, at North Lavergne Avenue and West George Street (95-0147);
30	"All-Way Stop" sign, at North Lavergne Avenue and West Oakdale Avenue (95-0149);
30	"All-Way Stop" sign, at West Deming Place and North Lamont Avenue (95-0146);
34	"Two-Way Stop" sign, stopping West 116th Street for South Normal Avenue (95-0035);
34	"Two-Way Stop" sign, stopping West 124th Street for South Union Avenue (95-0208);

Ward	Type Of Sign And Location
34	"Two-Way Stop" sign, stopping West 122nd Street for South Morgan Street (95-0207);
34	"Two-Way Stop" sign, stopping West 116th Street for South Wallace Street (95-0034);
34	"Stop" sign, stopping South Beverly Avenue for West 107th Place (94-1705);
38	"Two-Way Stop" sign, stopping West Roscoe Street for North Knox Avenue (95-0210);
38	"All-Way Stop" sign, at North Mobile Avenue and West Eddy Street (95-0211);
39	"Two-Way Stop" sign, stopping North Karlov Avenue for West Rosemont Avenue (95-0154);
40	"Stop" sign, for north/southbound traffic on North California Avenue at West Balmoral Avenue (94-0354);
41	"All-Way Stop" sign, at North Ionia Avenue and North Tonty Avenue (95-0213);
42	Traffic control signals, at approximately 400 North Michigan Avenue (location of taxi U-turn) (95-0183)
45	"One-Way Stop" sign, stopping West Cullom Avenue for North Leclair Avenue (95-0218);
45	"All-Way Stop" sign, at North Long Avenue and West Giddings Street (95-0218);

Ward	Type Of Sign And Location
45	"All-Way Stop" sign, at North Lavergne Avenue and West Berenice Avenue (95-0217);
45	"Two-Way Stop" sign, stopping North Marmora Avenue for West Catalpa Avenue (95-0216);
46	"Stop" sign, for east/westbound traffic on West Lawrence Avenue at North Kenmore Avenue (95-0050);
47	"All-Way Stop" sign, at North Paulina Street and West Sunnyside Avenue (95-0220);
48	"No Left Turn" sign, for westbound traffic at West Thorndale Avenue at North Clark Street (95-0296);
49	"All-Way Stop" sign, at West Farwell Avenue and North Glenwood Avenue (west side of railroad tracks) (95-015);
50	"All-Way Stop" sign, at North Washtenaw Avenue and West Birchwood Avenue (95-0156).

Erection Of Miscellaneous Traffic Warning Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install the following miscellaneous signs at the below listed locations:

Ward	Location And Type Of Sign
50	First north/south alley east of North Kedzie Avenue, between West Arthur Avenue and the first alley south of West Arthur Avenue; and the first east/west alley south of West Arthur Avenue, between North Kedzie Avenue and North Troy Street -- "Truck Traffic Prohibited" signs (95-0195);
12	South Sawyer Avenue, from West 27th Street to West 28th Street -- "Close To Traffic" sign (94-1189);
16	West 60th Street, between South Peoria Street and South Sangamon Street -- "Close To Traffic -- 8:30 A.M. To 9:00 A.M. And 2:15 P.M. To 2:45 P.M." sign -- on all school days (95-0166);
22	West 30th Street, from South Lawndale Avenue to South Hamlin Avenue -- "Close To Traffic -- 8:15 A.M. To 9:15 A.M. And 2:00 P.M. To 3:00 P.M." sign -- on all school days (95-0247).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Traffic Warning Signs.

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

SECTION 1. Repeal ordinance passed September 14, 1994 (Council Journal of Proceedings, page 56367) which reads:

"Stopping South Cregier Avenue for East 87th Place -- 'Two-Way Stop' sign" (8th Ward) (94-1733).

SECTION 2. Repeal ordinance passed April 29, 1992 (Council Journal of Proceedings, page 15434) which reads:

"South Long Avenue and West 63rd Place -- 'Two-Way Stop' sign, stopping South Long Avenue for West 63rd Place"

by striking the above (13th Ward) (95-0016).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of "Through Traffic Prohibited" Signs.

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

SECTION 1. Repeal ordinance passed December 15, 1993 (Council Journal of Proceedings, page 44042) which reads:

"West Argyle Street and North Keystone Avenue, for southbound traffic on North Keystone Avenue"

by striking the above (39th Ward) (95-0281).

SECTION 2. Repeal ordinance passed December 15, 1993 (Council Journal of Proceedings, page 44042) which reads:

"West Argyle Street and North Pulaski Road, on the northwest corner, for westbound traffic"

by striking the above (39th Ward) (95-0280).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.*

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur* In the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (August 4, 1993, January 12, February 9, March 2, April 13, May 4 and 18, June 16, August 3, September 14, October 5, November 2, 10, 16 and 30, December 21, 1994, January 12, February 8 and March 9, 1995) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times.

Ward	Location
7	7232 South Coles Avenue (driveway). No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit upon receipt of necessary fees from applicant (94-1473);
7	7342 South Phillips Avenue (driveway). No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit upon receipt of necessary fees from applicant (94-1472);
12	2457 South Kedzie Avenue (alongside, from the alley to a point 25 feet west of the alley). Request withdrawn by requestor (94-0647);
12	2406 South Whipple Street (at driveway) at all times. No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit upon receipt of necessary fees from applicant (95-0164);
25	On South Union Avenue, from West 18th Street to West 18th Place (west side only). Request withdrawn (95-0174);

Ward	Location
45	5240 North Milwaukee Avenue (for drive-through exit). No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit upon receipt of necessary fees from applicant (95-0113);
49	West Morse Avenue (south side) from North Glenwood Avenue to North Wayne Avenue -- at all times. No City Council action necessary. Appropriate "No Parking Bus Stop" and "No Parking Bus Stand" signs have been replaced (94- 0588);
50	6434 North Talman Avenue, at all times. No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit upon receipt of necessary fees from applicant (95-0193).

Parking Prohibited At All Times -- Handicapped.

Ward	Location
1	1939 West Erie Street. Duplicate proposal;
1	2524 West Walton Street. Duplicate proposal;
3	4153 South Wells Street. Duplicate proposal;
3	435 East 42nd Place. Duplicate proposal;

Ward	Location
3	5549 South Emerald Avenue. Duplicate proposal;
4	5050 South East End Avenue. Failed to meet building zone requirement;
6	9236 South Prairie Avenue. Applicant does not have handicapped placard or license plates;
6	8424 South Michigan Avenue. Insufficient fire hydrant clearance;
8	8129 South Avalon Avenue. Insufficient fire hydrant clearance;
13	6718 South Kilbourn Avenue. Request withdrawn;
17	1214 West 74th Street. Insufficient alleyway clearance;
17	6714 South Peoria Street. Insufficient driveway clearance;
19	West 105th Street (south side) from South Claremont Avenue east to first alley -- two percent handicapped parking. Request withdrawn (95-0245);
21	9358 South Ada Street. Insufficient corner clearance;
22	4034 West 21st Place. Insufficient fire hydrant clearance;
30	2259 North Laporte Avenue. Failed to meet building zone requirement;
31	2340 North Kedvale Avenue. Insufficient alleyway clearance;

Ward	Location
33	4326 North Bernard Street. Insufficient fire hydrant clearance;
41	7742 West North Shore Avenue. Request withdrawn;
49	1340 West Howard Street. Duplicate proposal;
49	1361 West Estes Avenue. Duplicate proposal.

Loading Zones.

Ward	Location
27	510 North Western Avenue -- 6:00 P.M. to 4:00 A.M. -- Monday through Saturday (valet). Request withdrawn by requestor (95-0179);
32	2145 North Western Avenue -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated November 16, 1994 (95-0263);
39	3607 West Lawrence Avenue -- 8:00 A.M. to 8:00 P.M. -- no exceptions. This location falls within a bus stop zone (95-0091);
39	5039 North Kimball Avenue -- handicapped loading zone -- at all times. Request withdrawn by requestor (95-0182);

Ward	Location
46	4720 North Sheridan Road (handicapped) 9:00 A.M. to 4:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously passed October 5, 1994 (Council Journal of Proceedings, page 57754) (94-0453).

Close To Traffic.

Ward	Location
18	8200 block of South Christiana Avenue -- 1994 -- 1995 -- all school days -- 7:30 A.M. to 8:00 A.M. and 1:30 P.M. to 2:00 P.M.. Duplicate proposal. Previously passed December 15, 1993 (Council Journal of Proceedings, page 44045) (94-1379);
18	7600 block of South Wolcott Avenue -- 1994 -- 1995 -- all school days -- 8:45 A.M. to 9:15 A.M. and 2:15 P.M. to 2:45 P.M.. Duplicate proposal. Previously passed December 15, 1993 (Council Journal of Proceedings, page 44045) (94-1378);
18	1500 block of West 84th Street, 1994 -- 1995 -- all school days -- 8:30 A.M. to 9:00 A.M. and 2:15 P.M. to 2:45 P.M.. Duplicate proposal. Previously passed December 15, 1993 (Council Journal of Proceedings, page 44044) (94-1377);

Ward	Location
18	3800 block of West 81st Street, 1994 -- 1995 -- all school days -- 8:30 A.M. to 9:00 A.M. and 2:00 P.M. to 2:30 P.M.. Duplicate proposal. Previously passed December 15, 1993 (Council Journal of Proceedings, page 44045) (94-1376).

Miscellaneous Signs.

Ward	Location
20	West Marquette Road, between South Michigan Avenue and South Wabash Avenue -- "School Zone" signs. No City Council action necessary for warning signs. Requested signs will be posted (95-0069);
23	In the first east/west alley just south of West 59th Street, between South Nashville Avenue and South Narragansett Avenue (railroad tracks) -- speed bumps (two per block). It is against bureau policy to install speed bumps as they create an obstruction in the roadway and may result in a hazardous condition (94-1114);
31	West LeMoynes Street (north-east/southeast corners) at North Karlov Avenue -- "Do Not Enter" signs. No City Council action necessary. "Do Not Enter" sign will be posted under one-way street ordinance passed August 30, 1972 (Council Journal of Proceedings, page 3627);

Ward	Location
45	Northbound traffic on North Milwaukee Avenue, at North Elston Avenue -- flashing yellow signal. No City Council action required. A flashing yellow beacon already exists at this location (94-0451);
48	Northeast corner of North Clark Street and West Thorndale Avenue -- "Do Not Enter" signs. No City Council action necessary for "Do Not Enter" sign. Requested signs will be posted (95-0300).

Parking Meters.

Ward	Location
1	West Taylor Street (both sides) between South Racine Avenue and South Ashland Avenue. Meters shall be Zone 5 exempt. 15 minute meters -- 25 cents for 15 minutes -- 2 hour maximum. Request withdrawn (94-0194);
1	North Halsted Street (east side) from West Randolph Street to approximately 40 feet west thereof -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday. No City Council action necessary. This is existing Meter Area No. 257. Meters have been replaced (94-1597);

Ward	Location
1	West Randolph Street (north side) from North Halsted Street to approximately 40 feet west thereof -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday. This location falls within a no parking/tow-away zone area (94-1598) and (94-1601);
50	2800 block of West Howard Street (south side). Duplicate proposal passed June 26, 1975.

Residential Permit Parking Zones.

Ward	Location
21	11200 block of South Laflin Street (both sides) 7:00 A.M. to 5:00 P.M. Monday through Friday. Failed to meet non-resident parking requirement;
26	1600 block of North Monticello Avenue. Failed to meet non-resident parking requirement;
35	North Humboldt Boulevard, from 2000 North Humboldt Boulevard through 2106 North Humboldt Boulevard (West Armitage Avenue to West Palmer Street) (both sides) at all times. Failed to meet non-resident parking requirement.

Single Directions.

Ward	Location
8	Alley of east 800 block, between 867 East 87th Street and 864 East 87th Place -- northerly. Request withdrawn by alderman (94-1186).

Speed Limitations.

Ward	Location
6	7800 block of South Vernon Avenue -- 20 miles per hour. No City Council action necessary for warning signs. Requested signs will be posted (95-0055);
10	East 130th Street, between South Saginaw Avenue and South Baltimore Avenue -- 25 miles per hour. Duplicate proposal. Previously recommended on proposal dated January 12, 1995 (95-0162);
20	West 68th Street from South Michigan Avenue to South Wabash Avenue -- 20 miles per hour. No City Council action necessary for warning signs. Requested signs will be posted (95-0068).

Through Traffic Prohibited.

Ward	Location
1	West 19th Street, between South Dearborn Street and South Plymouth Court. No City Council action necessary for installation of "Through Traffic Prohibited" signs. Signs will be installed under Section 9-20-110 (c) of City Traffic Code (94-1802);
50	Entrances to alley bounded by West Birchwood Avenue, West Jerome Street, North Rockwell Street and North Western Avenue. No City Council action necessary for the installation of "Through Traffic Prohibited" signs. Requested signs will be posted (95-0297);
50	Entrances to alley bounded by North California Avenue, North Mozart Street, West Peterson Avenue and West Glenlake Avenue. No City Council action necessary for installation of "Through Traffic Prohibited" signs. Requested signs will be posted (95-0298).

Tow-Away Zones.

Ward	Location
11	2817 South Wallace Street -- 8:00 A.M. to 2:00 P.M. -- 7 days a week. Request withdrawn by requestor (94-0938);

Ward	Location
23	West 63rd Street (south side) from South Neenah Avenue to South Natchez Avenue -- at all times -- no exceptions. No City Council action necessary to remove "No Parking Tow-Away Zone" sign across T-intersection. Signs have been removed (95-0071);
32	1406 North Paulina Street -- at all times. Area is covered under Section 9-64-110(b) of the City Traffic Code. Parking restricted within an intersection (95-0262);
42	232 East Walton Place -- at all times. Request withdrawn by requestor (95-0098);
46	4200 North Kenmore Avenue (around Buena Circle playlot) at all times. Request withdrawn (94-0576).

Traffic Warning Signs And Signals.

Ward	Location
1	Automatic traffic control signals, at Lower Wacker Drive (northbound) (1 South Wacker Building). Does not meet warrants (94-1800);

Ward	Location
6	"Stop" signs, for east and westbound traffic on West 71st Street at South Parnell Avenue. West 71st Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (94-0299);
6	"Stop" signs, for east/westbound traffic on West 71st Street at the intersection of South Lowe Avenue. West 71st Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (94-0298);
6	"Stop" signs, for east and westbound traffic on East 71st Street at the intersection of South Union Avenue. West 71st Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (94-0297);
6	"Stop" signs, on South Eberhart Avenue (one-way/northerly) at East 77th Street. Duplicate proposal. Previously passed October 15, 1987, (Council Journal of Proceedings, page 5252). Signs are posted (95-0196);
9	"Stop" signs, at the intersection of East 105th Street and South Edbrooke Avenue (one-way street -- north). Duplicate proposal. Previously recommended on proposal dated November 30, 1994 (95-0006);

Ward	Location
9	"Stop" signs, for east/westbound traffic on East 103rd Street at South Eberhart Avenue. East 103rd Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (93-0130);
9	"Stop" signs, for north/southbound traffic on South King Drive at East 102nd Street. South King Drive is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding (95-0129);
9	"Two-Way Stop" signs, for east/westbound traffic on East 102nd Street at the intersection of South Calumet Avenue. Duplicate proposal. Previously passed September 14, 1994 (Council Journal of Proceedings, page 56368). Signs are posted (94-0995);
9	"Stop" signs, for north/southbound traffic on South Wabash Avenue at East 100th Street. No such location. South Wabash Avenue and East 100th Street do not intersect (95-0005);
10	"Stop" signs, for north/southbound traffic on South Manistee Avenue at East 131st Street. Duplicate proposal. Previously recommended on July 13, 1994 (95-0010);

Ward	Location
10	"Stop" signs, at the intersection of East 130th Street and South Exchange Avenue. East 130th Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0132);
13	Left-turn signal, at the intersection of West 59th Street on South Pulaski Road for east/westbound 59th Street traffic only. No City Council action required. Left-turn arrows were installed on November 9, 1994 (94-0487);
18	"Stop" signs, for east/westbound on West 83rd Street at South Kilpatrick Avenue. West 83rd Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0137);
18	"Four-Way Stop" signs, West 80th Street and South Loomis Street. South Loomis Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (94-0326);
18	"Stop" signs, for north and southbound traffic on South Francisco Avenue at West 84th Place. Duplicate proposal. Previously passed November 2, 1994 (Council Journal of Proceedings, page 58658). Signs are posted (94-1306);

Ward	Location
21	"Stop" signs, at the intersection of West 90th Street and South Sangamon Street stopping northbound traffic. No such location. South Sangamon Street and West 90th Street do not intersect (95-0021);
23	Automatic traffic control signals, at the intersection of West 47th Street and South Knox Avenue. Does not meet warrants (94-0629);
25	Left-turn signal (added to existing control), South Blue Island Avenue, South Ashland Avenue and West Cermak Road. No City Council action required. Left-turn arrows will be installed as soon as funding is appropriated. (94-1642);
27	"Two-Way Stop" signs, for north/southbound traffic on North Damen Avenue at the intersection of West Erie Street. North Damen Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0142);
27	"Two-Way Stop" signs, for east/westbound traffic on West Chicago Avenue at the intersection of North Monticello Avenue. West Chicago Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0141);

Ward	Location
28	"Stop" signs, for north/southbound traffic on South Sacramento Avenue at West Fillmore Street. South Sacramento Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0144);
32	"No Left Turn -- 7:00 A.M. To 9:00 A.M. And 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" signs, at West Fullerton Avenue and North Damen Avenue and North Elston Avenue. This restriction would cause undue hardship to the motoring public (94-0228);
34	"Stop" signs, for east/westbound traffic on West 119th Street at South Bishop Street. West 119th Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0209).
34	"Stop" signs, for east/westbound traffic on West 113th Street at South Princeton Avenue. Duplicate proposal. Previously recommended on proposal dated September 14, 1994 (95-0031);
35	"Stop" signs, for north/southbound traffic on North Milwaukee Avenue at North Haussen Court. North Milwaukee Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (94-0235);

Ward	Location
36	"Stop" signs, for north/southbound traffic on North Oak Park Avenue at West Bloomingdale Avenue. North Oak Park Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0152);
38	"Stop" signs, for north/southbound traffic on North Central Avenue at West Grace Street. North Central Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0153);
38	"Stop" signs, for North Narragansett Avenue at West Belle Plaine Avenue. North Narragansett Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (94-0106);
38	Automatic traffic control signals, at West Addison Street and North Melvina Avenue. Previously passed June 7, 1990 (Council Journal of Proceedings, page 16772) (94-1456);

Ward

Location

44

"Stop" signs, for east/westbound traffic on West Addison Street at North Greenview Avenue. West Addison Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (95-0214).

Weight Limitations.

Ward

Location And Limit

8

South Avalon Avenue from East 95th Street to East 99th Street -- five tons. Duplicate proposal. Previously passed March 23, 1960, (Council Journal of Proceedings, page 2246). Sign will be replaced (95-0158);

23

Intersection of West 59th Street and South Neva Avenue (to control northbound traffic for trucks over five-tons from using South Neva Avenue (one-way north)) as an alternative for South Harlem Avenue. Duplicate proposal. Previously passed January 26, 1955, (Council Journal of Proceedings, page 9518). Sign is posted (95-0074).

Amend Parking Prohibited At All Times.

Ward	Location
23	West 43rd Street (both sides) from South Cicero Avenue to South Knox Avenue -- trucks only -- at all times by striking "South Knox Avenue" and inserting "the Belt Railroad tracks right-of-way". No City Council action necessary. Signs were installed under Sections 9-64-170(a) and (b) of City Traffic Code (95-0169).

Amend Parking Prohibited At All Times -- Handicapped.

Ward	Location
3	Removal of Handicapped Parking Permit 7651 signs located at 4848 South Michigan Avenue. Duplicate proposal;
9	Removal of Handicapped Parking Permit 4470 signs located at 735 East 105th Street. Duplicate proposal;
9	Removal of Handicapped Parking Permit 1527 signs located at 10219 South Yates Avenue. Duplicate proposal;
15	Relocation of Handicapped Parking Permit 7651 signs, from 4848 South Michigan Avenue to 6523 South Fairfield Avenue. Duplicate proposal;
23	Removal of Handicapped Parking Permit 3610 signs located at 5546 South Mason Avenue;

Ward	Location
40	Removal of Handicapped Parking Permit 9750 signs located at 5223 North Hoyne Avenue.

Amend Parking Prohibited During Specified Hours.

Ward	Location
28	Amend ordinance which reads: "North Cicero Avenue (both sides) from West Madison Avenue to West Chicago Avenue -- 6:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. -- Monday through Friday" by striking "North Cicero Avenue" and inserting "South Cicero Avenue" and striking "West Chicago Avenue" and inserting "West Harrison Street". Duplicate proposal. Previously passed January 12, 1995 (Council Journal of Proceedings, pages 64673 and 64674). Signs are posted (94-1645);
35	Amend School Zone parking ordinance (parking prohibited during specified hours) on West Schubert Avenue, from North Lawndale Avenue to North Monticello Avenue (south side) and on North Lawndale Avenue, from West Schubert Avenue (east side) to the first alley south thereof and on North Monticello Avenue, from West Schubert Avenue (west side) to the first alley south thereof -- 8:00 A.M. to 4:30 P.M.. Request withdrawn by requestor (94-1801);

Ward	Location
46	Repeal rush hour controls (parking prohibited during specified hours) on West Foster Avenue (south side) from North Ashland Avenue to North Clark Street -- 7:00 A.M. to 9:00 A.M.. Rush hour control signs are needed to improve traffic flow in this area (95-0228).

Amend Parking Limited.

Ward	Location
13	Amend parking limited to fifteen minutes located at 5851 West 63rd Street by striking "parking limited to fifteen minutes" and inserting "loading zone -- 8:00 A.M. to 5:00 P.M.". Request withdrawn (95-0061).

Amend Loading Zones.

Ward	Location
33	Repeal loading zone located at 2954 North Milwaukee Avenue. Request withdrawn (95-0061);
42	Repeal loading zone at 67 -- 101 East Oak Street. Request withdrawn (95-0283);
44	Amend loading zone by relocating from 3358 North Sheffield Avenue to West Roscoe Street (south side) from a point 15 feet west of North Sheffield Avenue, to a point 25 feet west thereof. Request withdrawn by requestor (95-0108).

Removal Of Parking Meters.

Ward	Location
40	Removal of parking meters located at 5256 North Clark Street. No City Council action necessary for removal of parking meters necessitated as part of parking prohibitions established by previous ordinance;
44	Removal of parking meters located on West Diversey Avenue alongside of 2800 North Sheridan Road. No City Council action necessary for removal of parking meters necessitated as part of parking prohibitions established by previous ordinance;
44	Removal of Parking Meter Numbers 217 and 1688 located at 2940 and 2942 North Clark Street. No City Council action necessary for removal of parking meters necessitated as part of parking prohibitions established by previous ordinance (95-0226).

Amend Single Direction.

Ward	Location
21	Amend single direction on 8900 to 9000 South Winchester Avenue by striking "southerly" and inserting in lieu thereof "northerly". Traffic engineering survey indicates proposed one-way change would result in hazardous community access problems (94-1386);

Ward	Location
23	Repeal single direction on South Mulligan Avenue, from West 56th Street to the first alley north thereof. There is no one-way ordinance at this location (94-1478);
33	Amend single direction on North Francisco Avenue, from West Byron Street to West Irving Park Road -- southerly by striking "from West Byron Street to West Irving Park Road -- southerly" and inserting in lieu thereof "from West Irving Park Road to West Byron Street -- northerly". Request withdrawn (94-1079).

Removal Of Tow-Away Zone Sign.

Ward	Location
23	Removal of "Tow-Away Zone" signs, located at 5158 South Mason Avenue. Request withdrawn (95-0170).

Repeal U-Turn Permitted Sign.

Ward	Location
18	At the intersection of West 79th Street and South Tripp Avenue. No City Council action necessary. "U-Turn Permitted" sign has been removed (94-1374).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND
PUBLIC WAY.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH MCI
METRO ACCESS TRANSMISSION SERVICES TO CONSTRUCT,
MAINTAIN AND OPERATE TELECOMMUNICATIONS
SYSTEM WITHIN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 introduced by The Honorable Richard M. Daley, Mayor, in conjunction with the Director of Revenue which authorizes the execution of an agreement with MCI Metro Access Transmission Services for the construction, installation, maintenance and operation of a high-speed state-of-the-art telecommunications system in the public ways of the City to provide service within the City. This ordinance was referred to the committee on February 8, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Segments of the telecommunications industry are becoming competitive; and

WHEREAS, Various persons have requested permission to place two-way, high-speed telecommunications systems, consisting primarily of fiber optic cables in the public ways of the City of Chicago (the "City") for common or contract carriage for compensation of telecommunications services and facilities; and

WHEREAS, It is in the best interest of the City to facilitate the development of state-of-the-art telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for telecommunications; and

WHEREAS, MCI Metro Access Transmission Services, Inc. ("Grantee"), a Delaware corporation, is a wholly-owned subsidiary of MCI Telecommunications Corporation and is engaged in the business of common

or contract carriage of high-speed telecommunications services and facilities; and

WHEREAS, On March 8, 1990, Grantee acquired through purchase virtually all the assets, interests and obligations of a fiber optic telecommunications system owned by a division of Western Union Corporation in the City; and

WHEREAS, In order to construct, maintain, operate, install and expand said telecommunications system in the City, Grantee must maintain existing, and place certain new, conduits, cables and associated telecommunications facilities in certain of the public ways in the City; and

WHEREAS, Grantee and the City have been involved in litigation since January, 1991 regarding Grantee's use of the public ways in the City without a use agreement with the City, such litigation being styled *Dignet, Inc. v. Western Union ATS, Inc., et al*, No. 91 C 156 in the United States District Court for the Northern District of Illinois (the "Dignet Case") and *Access Transmission Services, Inc. v. City of Chicago*, No. 94 CH 2759 in the Circuit Court of Cook County, Illinois (the "State Litigation"); and

WHEREAS, Subject to approval by ordinance of this City Council, Grantee and the City are willing to enter into an agreement in substantially the form attached hereto as Exhibit A under which Grantee will be permitted to use certain portions of the public ways in the City to construct, install, operate and maintain its telecommunications system and the parties agree to dismiss the State Litigation and the ATS Motion For Wrongful Injunction in the Dignet Case in settlement thereof; and

WHEREAS, Grantee owns and operates a conduit system ("Grantee's Conduit System") located in the City; and

WHEREAS, The City desires to place and maintain communications facilities ("City Facilities") in portions of Grantee's Conduit System and Grantee has agreed to permit, under certain conditions and on a revocable license basis, the placement of City Facilities within Grantee's Conduit System; and

WHEREAS, Subject to approval by ordinance of this City Council, Grantee and the City are willing to enter into an agreement in substantially the form attached hereto as Exhibit B under which the City will be permitted to use certain portions of the Grantee's Conduit System for the installation and maintenance of City Facilities therein; now, therefore,

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Mayor, the Director of the Department of Revenue and the Commissioner of the Department of Transportation are hereby authorized to

execute, on behalf of the City, and the City Clerk is authorized to attest to an agreement between the City and Grantee, substantially in the form attached hereto as Exhibit A (the "Agreement"), subject to such changes as may be approved by the Mayor, the Director of the Department of Revenue and the Commissioner of the Department of Transportation, which provides for the construction, installation, maintenance and operation of a high-speed telecommunications system, consisting primarily of fiber optic facilities, in the public ways of the City in order to provide service within the City. Only upon execution of the Agreement by the authorized officials of the City and Grantee shall Grantee be authorized by the Agreement to construct, install, maintain and operate such telecommunications system in the public way of the City pursuant to the terms thereof.

SECTION 2. The Director of the Department of Revenue, the Commissioner of the Department of Transportation and the Commissioner of the Department of Streets and Sanitation are hereby authorized, subject to approval of the Corporation Counsel, to enter into an agreement between the City and Grantee, substantially in the form attached hereto as Exhibit B (the "Conduit Occupancy License"), subject to changes as may be approved by the Director of the Department of Revenue, the Commissioner of the Department of Transportation and the Commissioner of the Department of Streets and Sanitation, which provides for the installation and maintenance of City Facilities within Grantee's Conduit System.

SECTION 3. The Director of the Department of Revenue and the Commissioner of the Department of Transportation and the Commissioner of the Department of Streets and Sanitation are hereby authorized, subject to the approval of the Corporation Counsel, to enter into and execute such agreements and instruments, including but not limited to conduit occupancy licenses with terms and conditions differing from Exhibit B, in order to account for specific City facilities that might be determined to be located within facilities of Grantee that are covered by the Agreement, all as contemplated in the Agreement, and to take any and all acts as shall be necessary or advisable to implement the Agreement.

SECTION 4. This ordinance shall be in full force upon its passage and approval.

SECTION 5. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in force from and after its passage.

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

Exhibit "A".

Telecommunications System Use Agreement

City Of Chicago, Illinois

And

MCI Metro Access Transmission Services, Inc.

This Telecommunications System Use Agreement (the "Agreement"), made and executed as of this _____ day of _____, 1995 (the "Effective Date"), by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and MCI Metro Access Transmission Services, Inc. ("Grantee" or "ATS"), a Delaware corporation, a wholly-owned subsidiary of MCI Telecommunications Corporation, a Delaware corporation:

Witnesseth:

Whereas, Section 6(a) of Article VII of the Illinois Constitution of 1970 provides that a home rule unit may exercise any power and perform any function pertaining to its government and affairs; and

Whereas, Grantee is engaged in the business of common or contract carriage of high-speed telecommunications services and facilities; and

Whereas, On March 8, 1990, Grantee acquired through purchase virtually all the assets, interests and obligations of a fiber optic telecommunications system owned by a division of Western Union Corporation in the City in the City's Public Ways; and

Whereas, In order to construct, maintain, operate, install and expand said telecommunications system in the City, Grantee must maintain existing, and place certain new conduits, cables and associated telecommunications facilities in certain of the Public Ways (as herein defined) in the City; and

Whereas, Grantee and the City have been involved in litigation since January, 1991, regarding Grantee's use of the public ways in the City without a use agreement with the City, such litigation being styled *Diginet, Inc. v. Western Union ATS, Inc., et al*, No. 91 C 156 in the United States District Court for the Northern District of Illinois (the "Diginet Case") and *Access Transmission Services, Inc. v. City of Chicago*, No. 94 CH 2759 in the Circuit Court of Cook County, Illinois (the "State Litigation"); and

Whereas, The City and the Grantee have reached an agreement as to the terms under which Grantee will be permitted to use certain portions of the public ways in the City to construct, install, operate and maintain its Telecommunications System and to dismiss the State Litigation and the ATS Motion For Wrongful Injunction in the Dignet Case; and

Whereas, The form of such agreement has been approved by an ordinance adopted by the City Council of the City on _____, 19____; and

Whereas, A precondition for signing this Agreement, the parties have signed and submitted to the respective courts for the Dignet Case and the State Litigation stipulations and proposed agreed orders to dismiss the State Litigation and the ATS Motion For Wrongful Injunction in the Dignet Case.

Now, Therefore, It is hereby agreed by the parties hereto as follows:

Section 1. Definitions.

"Additional Consideration" shall mean the processing fee and nonmonetary rights, privileges and facilities to be provided the City by Grantee pursuant to Section 5.2.

"Adjustment Dates" shall mean _____, 1998, _____, 2001, _____, 2004 and _____, 2007.

"Affiliates" shall mean any subsidiary or parent corporation of Grantee or any entity which is under control of a parent or subsidiary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in an Affiliate. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled entity.

"Annual Gross Billings Based Fee" shall mean the consideration determined as set forth in Section 5.1 of this Agreement.

"ATS" shall mean MCI Metro Access Transmission Services, Inc., a Delaware corporation.

"Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 4-280-040 of the Code in order to operate within the City, including, but not limited to, any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television

broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

"Circuit" shall mean an electrical path providing one- or two-way communication between two points comprising associated send and receive channels.

"City" shall mean the City of Chicago, its agents, employees and representatives.

"City Council" shall mean the City Council of Chicago.

"Code" shall mean the Municipal Code of Chicago, as amended.

"Consideration Year" shall be a twelve-month period beginning on January 1 and ending on December 31, provided that the first Consideration Year shall begin on the effective date of this Agreement and end on December 31, 1995.

"Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Telecommunications System. A Contractor may be an Affiliate.

"Dark Fiber" shall mean unlit fiber optic lines the exclusive use of which Grantee provides to Grantee's customers and for which such customers must arrange for the attachment of electronics at either end of the fibers.

"Freight Tunnels" shall mean the freight tunnels running below certain areas of the City, as more fully illustrated in (Sub)Exhibit 2 attached hereto and made a part hereof.

"General Consideration" shall mean amounts Grantee is required to pay to the City pursuant to Section 5.1 of this Agreement.

"Grantee" shall mean MCI Metro Access Transmission Services, Inc., a Delaware corporation, which is a wholly-owned subsidiary of MCI Telecommunications Corporation.

"Intercity Circuits" shall mean (1) non-switched circuits or (2) leased private line Telecommunication Service within the City, either of which extend from within the City limits of the City to points beyond such City limits and provide point-to-point services with no intermediate points of drop-off or delivery or receipt of messages.

"Interexchange Telecommunications Service" shall mean switched Telecommunications Service between points in two or more exchanges as defined in 220 ILCS 5/13-201, et seq., as amended, and including but limited to "long distance" service.

"Local Exchange Telecommunications Services" shall mean Telecommunications Service provided between points within the City by means of switched facilities.

"MCI" shall mean MCI Communications Corporation, a Delaware corporation.

"Ordinance" shall mean the ordinance adopted by the City Council on _____, and authorizing the execution of this Agreement by the Mayor, the Director of the Department of Revenue, the Commissioner of the Department of Transportation and the City Clerk of the City.

"Public Ways" shall mean the surface, the air space above the surface and the area below the surface of any public street and any highway, lane, path, alley, sidewalk, boulevard, drive, bridge, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way in which the City has jurisdiction, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee the use thereof for the purpose of installing or maintaining Grantee's Telecommunications System. Public Ways shall not be deemed to mean the Freight Tunnels unless otherwise indicated.

"Risk Manager" shall mean the Risk Manager, Department of Finance of the City, or such other officer or employee of the City to whom responsibilities and duties described in Section 6 shall be assigned in the future.

"Telecommunications Carrier" shall mean every corporation, company, association, joint stock company or association, firm, partnership or individual that owns, controls or operates, directly or indirectly, a Telecommunications System. For purposes of Section 12, "Telecommunications Carrier" does not include however:

- (1) a telecommunications carrier that is owned and operated by the United States of America or any of its agencies, or by the State of Illinois or any of its agencies, or by any political subdivision or municipal corporation of such State, or by a lessee or operating agent of any of the foregoing entities, so long as the Telecommunications System is operated solely for the use of such entity or entities; or

- (2) a carrier that provides Telecommunications Services solely to itself or to an affiliate for that affiliate's internal purposes and not for

sale or resale to third parties or with the objective of generating revenues or profits; or

(3) a telecommunications carrier that is obligated by law or tariff to provide Local Exchange Service throughout the City; provided that this clause (3) shall have no further validity in the event that either (a) a federal law or regulation and/or State of Illinois law or regulation is enacted which requires Grantee to contribute or donate to a "universal service fund" or (b) to the extent that and so long as Grantee shall be obligated by law or tariff to provide Local Exchange Service throughout the City.

"Telecommunications Services" shall mean the provision or offering (either directly or as a carrier for others) for rent, sale, resale or lease, or in exchange for other value received, or the transmittal of primarily high-speed communications signals (including the collection, storage, forwarding, switching and delivering of such signals) by means of a Telecommunications System; provided that the provision or offering of Telecommunications Services shall not include the operation of a Cable Television System.

"Telecommunications System" shall mean a system, consisting primarily of fiber optic cables, for the provision of Telecommunications Services by means of electromagnetic, including light, transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and appurtenances, including switched and non-switched facilities; provided that no portion of a Telecommunications System shall also constitute all or any portion of a Cable Television System, except to the extent permitted under Section 2.1 hereof.

"Total Gross Billings" shall mean the sum of (1) all amounts billed by Grantee and/or due to Grantee to be paid in cash, credits or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from, Grantee's operation, exchange or use of its Telecommunications System to provide Telecommunications Services, or sale of Telecommunications Services, and (2) any other revenue arising from the possession by Grantee of its rights under this Agreement. By way of example, but not of limitation, the term "Total Gross Billings" includes amounts for local Telecommunications Services, access charges paid to Grantee by other carriers, and the provision of lines, channels, capacity or circuit paths to third parties, including but not limited to indefeasible rights to use, subject to the above limitations. If Grantee does not bill a particular customer (including an Affiliate) for Telecommunications Services provided by Grantee, then there shall be imputed as billings included within Total Gross Billings an amount equal to the billings that would have been billed by Grantee to a like customer for the provision of Telecommunications Services identical or as closely

similar as possible in usage and nature to the Telecommunications Services being provided to the customer not being billed; provided that no billings shall be imputed related to the facilities and services provided the City without charge as part of the Additional Consideration. There shall be deducted from Total Gross Billings amounts billed to or paid by Grantee's customers for taxes on Telecommunications Services furnished by Grantee to the extent such taxes are imposed directly on Grantee's customers by a governmental unit, they are charged separately from normal service charges and such taxes are remitted by Grantee directly to the taxing authority and amounts which are paid as interconnection charges or similar charges to another telecommunications carrier which is required to make payments to the City pursuant to a telecommunications use or similar agreement. Except as specified in Section 5.1.2 regarding overpayments, no other expenses or allowances shall be deducted from Total Gross Billings. Total Gross Billings shall only include amounts related solely to Grantee's Chicago-based operations.

"Utility Audit" shall mean a financial audit of Grantee's operations originating from, terminating in and within the City and covered under this Agreement which sets forth, for the audited period on a monthly basis (1) Grantee's Total Gross Billings (including Intercity Circuits), (2) Grantee's payments of General Considerations, (3) the amount of General Consideration due under Section 5.1 hereof, and (4) the difference, if any, between (2) and (3).

Section 2. Grant Of Rights.

Section 2.1 Grant Of Rights.

The City hereby grants to Grantee the non-exclusive right to construct, install, acquire, repair, operate and maintain in the Public Ways a Telecommunications System, on the terms and conditions set forth herein, within its own conduits, as now existing or installed in the future, and/or any other existing conduits which conduits are authorized or otherwise lawfully permitted to occupy the Public Ways. This Agreement does not authorize Grantee to operate a Cable Television System, although Grantee may lease or resell capacity or bandwidth, or cables to a lawfully authorized operator of a Cable Television System.

Section 2.2 Term And Initial Expiration Date.

Subject to the survival of certain rights of the City to be indemnified and to have Grantee's Telecommunications System removed and the Public Ways restored as set forth in this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate,

unless extended or renewed as provided herein, on December 31, 2010 (the "Initial Expiration Date").

Section 2.3 Right Of Renegotiation Of Certain Provisions.

2.3.1 Adjustments To Consideration.

The City reserves the right to renegotiate at three (3) year intervals the amount, nature and terms of General Consideration and/or Additional Consideration (collectively "Consideration") to be paid by Grantee for use of the Public Ways during the term of this Agreement. Except as provided in Section 2.3.2, any adjustment to Consideration ("Adjusted Consideration") shall become effective on the next succeeding Adjustment Date. In order to renegotiate Consideration, the City, acting through its Director of the Department of Revenue, shall give written notice to Grantee at least sixty (60) days prior to the Adjustment Date for which the Adjusted Consideration will become effective. Said notice shall contain the City's proposed schedule of Adjusted Consideration. The terms of any such Adjusted Consideration shall be reflected in an amendment to this Agreement and shall be nondiscriminatory and reasonable. No such adjusted Consideration may reduce the rate of General Consideration to be paid by Grantee or materially and substantially reduce the value of Additional Consideration to be provided by Grantee without the approval of the City Council. No later than thirty (30) days prior to each Adjustment Date, the Director of the Department of Revenue and the Commissioner of the Department of Transportation shall notify the Chairman of the Committee of the City Council having jurisdiction over the use of and fees for the Public Ways regarding the status of any renegotiation and the proposed schedule of Adjusted Consideration.

2.3.2 Dispute Resolution.

If Grantee shall in good faith maintain that the amount, terms or nature of any Adjusted Consideration proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, given the value of the privileges granted to Grantee pursuant to this Agreement, Grantee shall enter into negotiations with the City as expeditiously as possible to reach an agreement as to Adjusted Consideration prior to the applicable Adjustment Date. In the event that an agreement as to Adjusted Consideration is not reached prior to such Adjustment Date, Grantee shall have the right to make a demand for arbitration as to whether the amount, terms or nature of any Adjusted Consideration proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, in writing to the Director of the Department of Revenue within thirty (30) days after such Adjustment Date. In such

event, the City and Grantee shall each appoint an arbitrator and a third arbitrator shall be appointed by the arbitrators so appointed. Each arbitrator shall have at least five years of experience in the field of rights-of-way procurement. Pursuant to the then current rules of the American Arbitration Association, or any successor organization, an arbitration shall be held as expeditiously as possible, except that the arbitrators' award shall include explicit findings of fact and conclusions of law, and either party may object in court to enforcement of the arbitrators' award on the ground that it is against the manifest weight of the evidence. Each party shall bear its own costs, fees and expenses of arbitration.

Unless the majority of the arbitrators shall decide that the amount, terms or nature of any Adjusted Consideration proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, Grantee shall be bound to pay the Adjusted Consideration, retroactive to the applicable Adjustment Date. If a majority of the arbitrators shall decide that the amount, terms or nature of any Adjusted Consideration proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, then the City shall withdraw the proposed schedule of Adjusted Consideration and Grantee shall continue paying the Consideration previously in effect; provided that the City may substitute, once in any three (3) year period after an Adjustment Date, a new rate of Adjusted Consideration, retroactively effective to the applicable Adjustment Date. The notice periods and dispute resolution procedures of this Section 2.3.2 shall be applied to the extent possible to any substituted Adjusted Consideration. Notwithstanding anything to the contrary in this Section 2.3.2, however, Grantee shall be bound by any arbitration decision rendered by a similar panel of arbitrators regarding the same proposed Adjusted Consideration as would be applicable to Grantee for similar privileges, provided that Grantee shall have been given due notice and a full and fair opportunity to participate in such arbitration proceedings and to give evidence therein. Failure by Grantee to object to the City's proposed Adjusted Consideration within the time provided in this Section 2.3 shall act as a waiver of Arbitration Rights and Grantee shall be obligated to pay or provide, as the case may be, the Adjusted Consideration from the applicable Adjustment Date.

Section 2.4 Interim Extension In The Absence Of Default Or Termination.

If, on the Initial Expiration Date, Grantee shall not be in default under this Agreement and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this Agreement shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Director of the Department of Revenue. Said

interim extension period shall not extend beyond a date sixty (60) days after the Initial Expiration Date, after which date this Agreement shall be considered terminated and all rights granted herein to the Grantee to use the Public Ways to provide Telecommunications Services shall cease.

Section 2.5 Renewal.

At any time during the last Consideration Year occurring prior to the Initial Expiration Date, Grantee may request the City to enter into negotiations toward renewing or extending this Agreement. The exercise by Grantee of this option shall not bind the City as to acceptance of any particular terms or renewal of the rights granted by this Agreement if the Director of the Department of Revenue determines such terms or the renewal of this Agreement are not in the best interests of the City. Any proposed renewal, extension or modification of this Agreement is subject to City Council approval, modification or rejection in its sole discretion, except pursuant to Section 2.6.

Section 2.6 Location Of Grantee's System.

Grantee's Telecommunications System currently consists of conduit which extends for a total distance of 382,861 linear feet or approximately 72.51 miles in the Public Ways, fiber optic cables within such conduit, which occupy a total distance of 93,423 linear feet or approximately 17.7 miles in the Public Ways and an estimated 26,000 feet or approximately 4.92 miles of aerial cable located in the Public Ways, all as depicted on Part A of (Sub)Exhibit 1 ("Existing Facilities"). Grantee also seeks authorization to extend its Telecommunications System in the Public Ways in the area depicted on Part B of (Sub)Exhibit 1 ("Expansion Area"). This Agreement is intended to provide for City authorization of such Exhibit Facilities and to provide a process for Grantee's expansion of its Telecommunications System within the Expansion Area. Within the Expansion Area, Grantee shall expand its Telecommunications System through administrative amendments to Part C of (Sub)Exhibit 1 of this Agreement and such corresponding amendments to this Agreement as may be necessary as set forth in Section 7.2.3(b). Upon approval of such amendment by such Director and Commissioner, Grantee shall obtain such permits as are required in Section 7 of this Agreement. No facilities of Grantee's Telecommunication System which are not Existing Facilities may be located in the Public Ways except in the Expansion Area without City Council approval.

Section 2.7 Acts Or Omissions Of Agents And Contractors.

During the term of this Agreement, Grantee shall be liable for the acts or omissions of any agent or Contractor used by Grantee (including an Affiliate) when such agent or Contractor is involved directly or indirectly in the construction, installation, operation or maintenance of Grantee's Telecommunications System as if the acts or omissions of such agent or Contractor were the acts or omissions of Grantee.

Section 3. Nature Of Limitation Of Rights Granted.

Section 3.1 Rights Not Exclusive.

This is a nonexclusive grant to use the Public Ways and is made expressly subject to and subordinate to the rights of the City to use the Public Ways for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of telecommunications systems, franchises, licenses or permits in any part or all of the City. The grant and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the grant and authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

Section 3.3 City's Rights Over Public Ways.

3.3.1 City's Use.

Grantee acknowledges and accepts at its own risk that the City may make use in the future of the Public Ways in which Grantee's Telecommunications System is located, for a public purpose, in a manner inconsistent with Grantee's use thereof.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police powers to modify, vacate or transfer the Public Ways for a public purpose. At Grantee's own risk, the City has a superior right to use or to reserve the Public Ways, pursuant to Section 10-29 of the Code, in the placement, maintenance and repair of sewers, water mains and other municipal utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced, or for any other public purpose, including but not limited to the use of the Public Ways for public transportation purposes. In the event the City shall determine that such public purpose, or the protection of the public health and safety, requires the relocation of a portion of the Grantee's System, the City shall notify Grantee of same and Grantee shall relocate such of its facilities as necessitated by said public purpose as provided herein at Grantee's expense and Grantee shall make no claim for costs or damages against the City by reason of such relocation except (i) where and to the extent funds are made available to the City by third parties and appropriated by the City to compensate similarly situated nongovernmental entities for such relocation as part of the overall public purpose project, and (ii) in case of gross negligence or willful misconduct by the City. Upon thirty (30) days written notice to Grantee or partial or complete revocation of such permit from the Director of the Department of Revenue, Grantee shall remove, modify, replace or relocate its facilities as required at its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of the Department of Transportation may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee on demand. In the event the City exercises its right to use any part of the Public Ways in which the Telecommunications System is located for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Telecommunications Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of the Department of Transportation, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Director of the Department of Revenue, of abandoning in place the portion of its Telecommunications System to be so removed or relocated.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or to take action which results in damage to any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances, but not, in any case, exceeding thirty (30) days (unless Grantee shall reasonably demonstrate to the Commissioner of the Department of Transportation that more than thirty (30) days shall be required, in which case, such longer period as said Commissioner may reasonably determine) Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance to the Grantee of the direct expenses of such temporary move by the permit holder, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install, its Telecommunications System in such a fashion as to unduly burden the present or future use of the Public Ways. In designing its Telecommunications System, Grantee shall not provide for newly constructed conduit space in excess of Grantee's present or reasonably anticipated future needs. In the event that the Commissioner of the Department of Transportation shall determine that any portion of Grantee's Telecommunications System, either planned or constructed, unduly burdens any portion of the Public Ways for present or future use, Grantee shall be required either to modify its plans for construction of its Telecommunications System, or to take such actions as the Commissioner of the Department of Transportation shall determine for the sake of public convenience to eliminate the problem within the time provided by the Commissioner of the Department of Transportation and the Code.

Section 4. Change Of Control, Assignment And Sublease.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held by Grantee. Grantee shall not transfer or assign the rights granted in this Agreement or Grantee's ownership or operation of Grantee's Telecommunications System within the City or any portion thereof through sale or transfer or assignment of conduit or other space occupied by its Telecommunications System in the Public Ways within the City without the consent of the City Council expressed by resolution or ordinance, and then only on such conditions as may be therein prescribed, provided that such consent shall not be unreasonably withheld. The sale, transfer or assignment in bulk of the major portion of the tangible assets of Grantee within the City shall be considered an assignment subject to the provisions of this Section 4. Notwithstanding the above, nothing herein shall be construed so as to prohibit or limit Grantee's ability to pursue and obtain financing and to structure any financing transaction in any lawful fashion it chooses which is not in violation of the intent of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment requiring approval pursuant to Section 4.1.1 and authorized by the City Council shall be made by a bill of sale or similar document, an executed copy of which, or executed memorandum of same, shall be filed with the Director of the Department of Revenue within thirty (30) days after any such sale, transfer or assignment; provided, however, that the assignee must agree to comply with this Agreement and amendments hereto as of said assignment date, and must be able to provide proof of legal and financial qualifications as determined by the City, and provide disclosure of ownership interests as required by Section 2-154-010 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Wholly-Owned Subsidiary.

Notwithstanding Section 4.1.1, Grantee or its Affiliates may assign Grantee's rights under this Agreement to a wholly owned subsidiary of (1) ATS, (2) MCI, or (3) a wholly owned subsidiary of either MCI or ATS without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full

disclosure to the Director of the Department of Revenue and the chairperson of the City Council committee with jurisdiction over the Public Ways as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Transfer To MCI-Controlled Subsidiary.

Notwithstanding Section 4.1.1, Grantee or its Affiliates may assign Grantee's rights and obligations in their entirety under this Agreement to an entity in which MCI holds a direct or indirect interest subject to the following requirements:

(A) Privately-held Subsidiary. Notice to or approval of the City shall be required for an assignment to a privately-held subsidiary as follows:

(1) In the event that MCI holds, directly or indirectly, eighty percent (80%) or more of the stock or voting rights in the assignee, Grantee shall provide notice of such transfer and full disclosure to the Director of the Department of Revenue and the Commissioner of the Department of Transportation.

(2) In the event that MCI holds, directly or indirectly, more than fifty percent (50%) but less than eighty percent (80%) of the stock or voting rights in the assignee, Grantee shall provide notice of such transfer and full disclosure to, and be required to receive the approval of, the Director of the Department of Revenue and the Commissioner of the Department of Transportation, whose approval shall not be unreasonably withheld.

(3) In the event that MCI holds, directly or indirectly, fifty percent (50%) or less of the stock or voting rights in the assignee, City Council consent pursuant to Section 4.1.1 shall be required.

(B) Publicly-held Subsidiary. Notwithstanding (A) above, notice to or approval of the City shall be required for an assignment to a publicly-held subsidiary as follows:

(1) In the event that MCI retains, directly or indirectly, more shares or voting rights in the assignee than any other person or persons acting in concert, Grantee shall provide notice of such transfer and full disclosure to the Director of the Department of Revenue

and the Commissioner of the Department of Transportation, including the identity of any shareholders owning five percent (5%) or more of the stock of the assignee.

(2) In the event that MCI does not retain, directly or indirectly, more shares or voting rights in the assignee than any other person or persons acting in concert, City Council consent pursuant to Section 4.1.1 shall be required.

- (C) The City shall have no obligation to any transferee or assignee pursuant to Sections 4.1.4(A) or 4.1.4(B) (except to consider a request for approval) nor shall the assignee be entitled to use the Public Ways, until the applicable requirements of Sections 4.1.4(A) or 4.1.4(B) are met and the assignee or transferee has complied with all requirements set forth in Section 4.1.2. Until such conditions are met, Grantee shall remain fully liable to the City to comply with all terms and conditions of this Agreement.

4.1.5 Transfer Of Control Of Grantee.

- (A) Private Transfer. In the event that the control of Grantee is transferred, notice to or the approval of the City shall be required as follows:

(1) In the event that MCI retains eighty percent (80%) or more of the stock or voting rights in Grantee, Grantee shall provide notice of such transfer and full disclosure to the Director of the Department of Revenue and the Commissioner of the Department of Transportation.

(2) In the event that MCI retains more than fifty percent (50%) but less than eighty percent (80%) of the stock or voting rights in Grantee, Grantee shall provide notice of such transfer and full disclosure to, and be required to receive the approval of, the Director of the Department of Revenue and the Commissioner of the Department of Transportation, whose approval shall not be unreasonably withheld.

(3) In the event that MCI retains fifty percent (50%) or less of the stock or voting rights in Grantee, City Council consent pursuant to Section 4.1.1 shall be required.

- (B) **Public Offering.** Notwithstanding (A) above, in the event of a public offering of the stock of Grantee or an entity that is a subsidiary of MCI and in control of Grantee, notice to or the approval of the City shall be required as follows:

(1) In the event, upon consummation of such public offering, that MCI retains more shares or voting rights in Grantee than any other person or persons acting in concert, Grantee shall provide notice of such transfer and full disclosure to the Director of the Department of Revenue and the Commissioner of the Department of Transportation, including the identity of any shareholders owning five percent (5%) or more of the stock of Grantee.

(2) In the event, upon consummation of such public offering, that MCI does not retain more shares or voting rights in Grantee than any other person or persons acting in concert, City Council consent pursuant to Section 4.1.1 shall be required.

4.1.6 Pledge Of Controlling Interests Or Assets.

Prior City Council approval shall not be required for a transfer or pledge in trust, mortgage or hypothecation of Grantee's partnership interests or common stock, as the case may be, or portions of Grantee's Telecommunications System constituting personal property in whole or in part to secure an indebtedness. Any such pledge or transfer in trust does not imply any right of the pledgee to assume any rights hereunder without City Council approval.

4.1.7 Disclosure Of Ownership.

Prior to adoption of the ordinance, Grantee has submitted to the Director of the Department of Revenue the Economic Disclosure Statement required by Section 2-154-010 of the Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Director of the Department of Revenue in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this Agreement by any person or one or more groups of persons acting in concert after the initial Effective Date.

Section 4.2 Use Of Lines, Capacity Or Bandwidth.

Notwithstanding the provisions of Section 4.1 hereof, Grantee shall have the right, without necessity of approval of the City Council, pursuant to this Agreement to offer services which may include, without limitation, provision of capacity or bandwidth to its customers, subject to the condition that Grantee shall furnish to the City's Department of Revenue such information as may be required at such times by such Department to effect compliance with the Chicago Transaction Tax ordinance (Chapter 3-32 of the Code), and any other ordinances of the City of Chicago which shall be in effect from time to time regulating, taxing or otherwise concerning Grantee's operation of the Telecommunications System pursuant to this Agreement, including, but not limited to, the surcharge imposed pursuant to the Emergency Telephone System Surcharge ordinance (Chapter 3-64 of the Code, as amended) to the extent applicable. The parties hereto expressly intend and acknowledge that Grantee's fiber optic cables and telecommunications lines will be personal property of the Grantee and not fixtures. Grantee also specifically acknowledges its duty, as applicable under the Chicago Transaction Tax ordinance, to collect and remit to the City the Chicago Transaction Tax on use of its telecommunications lines, bandwidth or capacity on telecommunications lines located within the City and acknowledges its duty and obligation to comply with the ordinances of the City, including any ordinances that require the payment or collection of another City tax or fee (including but not limited to, the surcharge imposed pursuant to the Emergency Telephone System Surcharge Ordinance (Chapter 3-64 of the Code, as amended), to the extent applicable) or the obtaining of any City licenses. Breaching the provisions of this paragraph shall be a default under this Agreement.

Section 5. Consideration.

Section 5.1 General Consideration.

Grantee agrees to pay the City as General Consideration during each Consideration Year for use of the Public Ways throughout the duration of this Agreement (subject to the City's right of adjustment set forth in Section 2.3 hereof) the Annual Gross Billing Based Fee which shall be calculated as the sum of the following:

1. Dark Fiber Circuits:
 - (a) five percent (5%) of Total Gross Billings attributable to Dark Fiber Circuits within the City;
 - (b) five percent (5%) of Total Gross Billings attributable to Dark Fiber Intercity Circuits (allocated on the

basis of the percentage of footage such circuit occupies within the City versus the percentage of footage outside the City, as set forth in Section 5.1.3).

2. Switched Services:

- (a) three percent (3%) of Total Gross Billings attributable to switched local exchange calls;
- (b) three percent (3%) of Total Gross Billings attributable to Switched Interexchange Services for calls originating or terminating in the City and charged to a service address in the City. "Service address" means the location of telecommunications equipment from which telecommunications are originated or at which telecommunications are received by an end-user.

3. Non-Switched Services:

- (a) four percent (4%) of Total Gross Billings attributable to non-switched point-to-point service within the City;
- (b) four percent (4%) of Total Gross Billings attributable to non-switched point-to-point services using Intercity Circuits to points outside of the City (allocated on the basis of the percentage of footage such circuit occupies within the City versus the percentage of footage outside the City).

5.1.1 Calculation And Payment On A Monthly Basis.

Grantee shall pay to the Director of the Department of Revenue for each month during a Consideration Year an amount equal to the estimated Annual Gross Billings Based Fee for such month (the "Monthly Payment"). Grantee shall forward by check or money order an amount equal to the Monthly Payment by the fifteenth (15th) day of the calendar month immediately following the month for which such Monthly Payment is due. Any necessary prorations shall be made.

5.1.2 Recalculation At End Of Consideration Year.

At the end of each Consideration Year, Grantee shall recalculate the total General Consideration actually due pursuant to Section 5.1 hereof. Such results shall be audited pursuant to Section 5.5.2 hereof. If additional amounts are due the City by Grantee, said amounts shall be paid by the fifteenth (15th) day of the second month of the Consideration Year following the Consideration Year during which such amounts were originally due. If Grantee has overpaid the City, the excess shall be taken as a credit against future consideration due the City pursuant to this Agreement. Any necessary prorations shall be made.

5.1.3 Intercity Circuits.

Grantee has previously constructed and operated and this Agreement contemplates that Grantee shall continue to construct and operate Intercity Circuits. Grantee agrees to bill its customers separately for Telecommunication Services provided through Intercity Circuits. The proportion of Total Gross Billings derived from the provision of Telecommunications Services through the use of Intercity Circuits which shall be subject to the Annual Gross Billings Based Fee shall be based on the following allocation:

$$\begin{array}{ccc} \text{(Total Gross Billings derived)} & & \text{(Mileage of Intercity Circuit in Chicago)} \\ \text{(from Intercity Circuit)} & \times & \text{(Total Mileage of Intercity Circuit)} \end{array}$$

The foregoing allocation shall be done on a circuit-by-circuit basis.

5.1.4 Prior Consideration.

As settlement of Grantee's continuing claims in the Diginet Case for damages from the City for wrongful injunction, the parties agree that Grantee shall pay no consideration for occupancy of the Public Ways prior to the Effective Date. Acceptance of this Agreement shall not constitute any admission or stipulation regarding the issues which were or could have been raised in the Diginet Case.

5.1.5 Separate Obligation.

Payment by Grantee to the City of the General Consideration and other fees set forth in Section 5 in this Agreement shall be separate from and additional to federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

5.1.6 No Right Of Setoff.

All payments due to the City from Grantee pursuant to this Agreement shall be paid regardless of any claim by Grantee that such payments may be subject to counter-claim, setoff, deduction or defense, although by virtue of this Agreement or of payment Grantee does not waive its right to contest the amounts due to the City, or any rights it may have under counter-claim, setoff, deduction or defense related hereto. In the event Grantee does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the City shall have the right to, without any liability to Grantee, its customers or any third person, pursue any and all remedies available to it at law or in equity, including without limitation, repeal of this Agreement and revocation of the permit described in Section 13.1.

5.1.7 Collection Of Fee.

Nothing in this Agreement shall be read to prevent the General Consideration from being collected from the customer of the telecommunications carrier as a separately stated item on each customer's bill.

Section 5.2 Additional Consideration.

As further consideration for the permission and authority granted the Grantee by this Agreement, apart from General Consideration set forth in Section 5.1 hereof, Grantee shall provide the City with the following additional rights, privileges and consideration related to Grantee's Telecommunications System for the official use of the City:

5.2.1 Processing Fee.

In consideration for the approximate actual costs to the City for the efforts of City employees expended in the processing of this Agreement and the Ordinance, Grantee agrees to pay a one-time processing fee to the City of Chicago, Department of Revenue in the amount of \$2,338.36. Such one-time processing fee shall be due and payable prior to issuance of the permit described in Section 13.1.

5.2.2 City Access To Communications Lines.

- (A) **Fiber Pairs Provided.** Grantee shall reserve, and shall provide as additional consideration to the City, four continuous fiber optic strands dedicated for the use by the City ("City Fibers") along any route substantially using the

Public Ways (1) where Grantee's Telecommunications System is installed from and after the date of introduction of the ordinance in the City Council approving the execution of this Agreement and (2) upon the written request of the City, in the fiber optic cables constituting part of Grantee's Telecommunication System already installed as of the Effective Date, connecting the following locations: 121 North LaSalle Street, 30 North LaSalle Street.

The technical parameters for the City fibers shall be consistent with standards of the remainder of Grantee's network.

- (B) Termination Points. To the extent that the route of Grantee's communication lines passes on the Public Ways which are located directly adjacent to, above, or below parcels or properties containing buildings in which municipal offices or other municipal facilities are located, Grantee shall provide, as additional consideration herein, a single termination point for the City Fibers in up to five such buildings, two of which shall be as identified in Paragraph A. Grantee's obligation under this Agreement is limited to a total of five such termination points. Grantee shall terminate the City Fibers with "pigtails" and connectors within the selected building at or near the building entrance point. The City shall designate, in timely fashion, the buildings to be so served and shall arrange for access for Grantee.
- (C) Maintenance. Grantee shall maintain in the same manner as the rest of Grantee's network and to industry standards the City Fibers in their original condition, ordinary wear and tear excepted. The City shall be solely responsible for the transmission of signals over the City Fibers and for out of service disruptions caused by "pigtail" or patch cord connections or transmitting equipment and for maintenance expenses related thereto. If the City Fibers are damaged by casualty, Grantee shall use reasonable efforts to promptly repair or replace them within twenty-four hours of such damage.
- (D) Governmental Use Only. It is intended that the City shall use such facilities solely for governmental, intergovernmental or public purposes only and the City shall not have the right to dedicate, assign or lease such pairs, or portions thereof, to any third party (except another governmental entity for a public purpose during the term of Grantee's privilege hereunder (including any renewals) without written permission of Grantee.

- (E) **Abandonment by the City and City Continuing Rights.** In the event that City determines any or all of the City Fibers are no longer necessary for the City's use, it shall notify Grantee of its intent to abandon the use of such facilities, or portions thereof, and they shall be disconnected from any City communications network and returned to Grantee at Grantee's expense. In the event of Grantee's sale of its Telecommunications System, any such sale shall be subject to the City's continuing rights to the City Fibers.

5.2.3 Municipal Service Conduit.

- (A) **City's Option for Joint Location.** Prior to making certain applications pursuant to Section 7 hereof to initially construct and install new underground conduit and telecommunication facilities not in place as of the Effective Date, Grantee shall give written notice to the Commissioner of the City's Department of General Services of the general description, general location, and purpose of such construction and installation as follows:

(1) Where notice of such construction and installation is required to be given to the Board of Underground pursuant to the guidelines and procedures established under Section 2-120-300 of the Municipal Code, Grantee shall so notify the Commissioner of the Department of General Services at the same time as notifying the Board of Underground.

(2) Where notice to the Board of Underground is not required but such new construction and installation will serve a building on a desired location list (the "Desired Location List"), which shall not exceed twenty (20) buildings at any one time, provided annually during each Consideration Year by the Commissioner of the Department of General Services to the Grantee, Grantee shall so notify the Commissioner of the Department of General Services at the time of making its application for permits. The following locations shall be deemed included in the Desired Location List, until replaced in writing by the Commissioner of General Services:

400 South State Street

55 West Washington Street

1411 West Madison/Loomis Streets

Under the Chicago River

In the event the Commissioner of General Services shall fail to provide a Desired Location List in a Consideration Year, the most recent Desired Location List shall be deemed the current list until replaced.

When such notice is given pursuant to clauses (1) and (2) above, the City shall have the right, exercisable at any time in writing within twelve (12) business days after receipt of the foregoing notice, to have conduit, fiber optic and/or other communications cable and appurtenances thereto necessary for a City communications system jointly located and constructed by Grantee within and/or attached to Grantee's facilities being so initially constructed or installed, provided that the City has obtained by the time of construction any necessary authorization to place City facilities on private property, to the extent applicable. Should the twelve (12) business days option period pass without Grantee's receipt of such notice, Grantee shall have no further obligation under this paragraph (A) regarding such facilities. Grantee's isolated and unintentional failure to give the notice required by this section shall not be considered a material breach of this Agreement.

- (B) **Cost of Joint Location.** The actual additional or marginal cost of materials and labor expended by Grantee over and above that amount which Grantee would have expended solely for its own purposes shall be paid by the City. This payment may, at the option of the Director of the Department of Revenue, be credited against General Compensation payable by Grantee to the City pursuant to Section 5.1 hereof; provided that the maximum amount of such credit at any one time outstanding may not exceed the aggregate amounts due the City as General Compensation pursuant to Section 5.1 hereof for the proceeding three months.
- (C) **Governmental Use Only.** It is intended that the City shall use any facilities jointly located and constructed by Grantee pursuant hereto solely for governmental or public purposes and the City shall not have the right during the term of Grantee's privilege hereunder (including any renewals) to sell, transfer, dedicate, assign or lease such facilities, or portions thereof, to any third party (except another governmental or public entity for a public purpose) without written permission of Grantee.

- (D) **Additional Duty of Cooperation.** In addition to the other provisions of this Section 5.2.3, throughout the term of this Agreement Grantee shall provide such cooperation as the City shall reasonably request in regard to the City's location, construction, installation, maintenance and extension of a City internal or inter-governmental or public purpose communications system so long as such cooperation shall not interfere with Grantee's operations and shall not result in any material expense to Grantee. To this end, it is explicitly agreed by the parties that the City shall be entitled to use, subject to the terms and conditions of the form of Conduit Occupancy License Agreement attached hereto as (Sub)Exhibit 6, the existing ATS communications conduits located on the west side of LaSalle Street, from Jackson Boulevard to Randolph Street for traffic signalling and communications.
- (E) **Existing City Facilities.** The parties agree that City communications facilities, if any, located in the Existing Facilities as of the date of introduction of the ordinance authorizing this Agreement shall be permitted by ATS to remain free of charge to the City throughout the term of the Agreement (including any extensions), provided that the parties shall negotiate in good faith the reasonable terms and conditions (such as ongoing maintenance, insurance, if any, and indemnification, if any) of one or more occupancy license agreements governing such occupancy. Such occupancy license agreements may vary in order to take into account the special circumstances relating to the facilities in question. In no event shall any such negotiations interfere with any City use or necessary maintenance of such communications facilities and ATS agrees to assist the City should any such maintenance requirements arise. The City agrees to provide reasonable notice of any such maintenance requirements and (except in case of emergency) the reasonable opportunity for ATS's personnel to be present during any such maintenance.
- (F) **Dispute Over Existing Facilities.** To the extent that a question shall arise as to the ownership of Existing Facilities or portions thereof, ATS and the City agree to attempt to resolve such question in good faith and shall share all pertinent records as are reasonably available regarding any ownership status of such facilities.

5.2.4 Most Favored Vendee Status.

During the term of this Agreement, the Grantee shall always treat the City as a "most favored vendee". In the event that the City shall desire to contract for the purchase, lease or other use of any telecommunications services, facilities or equipment provided by Grantee, Grantee shall, subject to applicable law, regulations and tariffs of general application, offer the City contract terms and conditions no less favorable (including but not limited to, rate of compensation, warranties and payment) than the most advantageous terms and conditions offered any of Grantee's customers other than Grantee's Affiliates on similar or identical transactions.

Section 5.3 Subsequent Action Affecting Consideration.

If during the term of this Agreement any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the legality or collection of the General Consideration or the legality or provision of the Additional Consideration, the City and Grantee shall enter into negotiations to amend this Agreement to make the City whole in a manner consistent with said action or declaration.

Section 5.4 Other Fees.

In addition to and unrelated to the payments of the General Consideration and the provision of the Additional Consideration, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Telecommunications System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, including but not limited to inspection fees required in connection with obtaining electrical wiring permits from the City's Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

Section 5.5 Financial Audit.

5.5.1 Records.

Grantee shall maintain books and records with respect to its operations within the City or with respect to Intercity Circuits, the operation of such Intercity Circuits, to show Total Gross Billings on a

monthly basis and by service category, consistent with generally accepted accounting principles.

5.5.2 Annual Audit.

Annually, no later than March 30th of every Consideration Year during which this Agreement remains in force, Grantee shall supply to the Director of the Department of Revenue a copy of a Utility Audit of the books and records described in Section 5.5.1 and a certificate from an independent certified public accountant attesting to a Utility Audit showing that the amounts of consideration paid under Section 5.1 for the prior Consideration Year were in compliance with the provisions of Section 5.1 as to General Consideration. The City acknowledges that the financial statements so provided by Grantee are proprietary in nature and shall be held as confidential, subject to the provisions of Section 14.1 hereof.

5.5.3 City Right Of Audit.

The City reserves the right, upon ten (10) days written notice, to audit and review the records serving as the basis for such audit, including but not limited to customer contracts, which records shall be regarded and held as proprietary and confidential, subject to the provisions of Section 14.1 hereof. In the event the independent audit ordered by the City properly determines that Grantee's General Consideration paid to the City was underpaid in the prior Consideration Year by more than ten percent (10%), Grantee shall bear the cost of the City's audit.

Section 6. Insurance And Indemnification.

Section 6.1 Insurance.

The Grantee shall procure and maintain at all times, at Grantee's own expense, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by the Grantee or its Contractors.

The kinds and amounts of insurance required are as follows:

- (A) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this

Agreement. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.

- (B) Commercial Liability Insurance (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured without recourse or right of contribution for any liability arising from this work.
- (C) Railroad Protective Liability Insurance. In addition to the above, when any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations that Grantee or its Contractors perform, Railroad Protective Liability Insurance in the name of the transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.
- (D) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles are used in connection with the work to be performed, the Grantee shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured. This insurance shall be primary and non-contributory toward the City of Chicago and its carrier.
- (E) Professional Liability. When any architects, engineers, or consulting firms or construction management firms perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of \$5,000,000. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the contract.
- (F) Self Insurance. To the extent permitted by law, Grantee may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Grantee does self insure for the above insurance requirements, the Grantee shall bear all risk of loss for any loss which would otherwise be covered by insurance policies.

The Grantee will furnish to the City of Chicago, Department of Purchases, Contracts and Supplies, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Grantee shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form, (a copy of which is attached as (Sub)Exhibit 4) prior to the Effective Date. The failure of the City to obtain such evidence from Grantee before permitting Grantee to commence work shall not be deemed to be a waiver by the City, and the Grantee shall remain under continuing obligation to maintain the insurance coverage.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed. Failure to carry or keep such insurance in force may constitute a violation of the Agreement, and the City maintains the right to stop work until proper evidence of insurance is provided.

The insurance 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.

The Grantee shall require all contractors to carry the insurance required herein, or Grantee may provide the coverage for any or all contractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles or referenced insurance coverages shall be borne by Grantee.

Grantee expressly understands and agrees that any insurance coverages and limits furnished by Grantee shall in no way limit the Grantee's liabilities and responsibilities specified within the Agreement or by law.

The Grantee agrees that insurer shall waive their rights of subrogation against the City of Chicago.

The Grantee expressly understands and agrees that any insurance or self insurance maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Grantee under the Agreement.

If Grantee, or its contractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Grantee and each of its contractors, shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago maintains the right to modify, delete, alter or change these requirements.

Section 6.2 Surety Bond.

Grantee shall obtain a bond running to the City, which may be annually renewable or multi-year, with good and sufficient corporate surety, approved by the City Comptroller and the City's Corporation Counsel, with a minimum amount of One Million Dollars (\$1,000,000).

Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Grantee and shall insure the cost of removal, relocation or abandonment of Grantee's Telecommunications System pursuant hereto. The City's right to recover under the bond shall be in addition to any other rights it may have pursuant to this Agreement or under law. Any proceeds recovered under the bond may be used to reimburse the City for loss of payment of General Consideration by Grantee or for failure of provision of Additional Consideration, including principal and overdue interest, if any, in case of default and other valuable consideration given pursuant to this Agreement, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of Grantee's failure to comply with this Agreement including, but not limited to, attorneys' fees and the cost of any action or proceeding or judgment against the City, the cost of removal, relocation or abandonment of Grantee's facilities, and any auditing costs and fees.

In the event of any removal, relocation, alteration, repair, maintenance or restoration of Grantee's structures, the Commissioner of the Department of Transportation is hereby authorized to initially estimate the reasonable cost of performing said removal, relocation, alteration, repair, maintenance or restoration (the "Initial Estimate"). The bond shall provide and Grantee agrees that, upon receiving written notification from the Commissioner of the Department of Transportation of the Initial Estimate, the surety shall pay said amount upon demand together with other related costs occasioned by any such default. Upon completion of said removal, relocation, alteration, repair, maintenance or restoration, the Commissioner of the Department of Transportation shall determine the actual cost of said removal, relocation, alteration, repair, maintenance or restoration (the "Actual Cost") and so notify the surety. If the Actual Cost exceeds the Initial Estimate, the surety shall pay the difference to the City. If the Initial Estimate exceeded the Actual Cost, the City shall pay the difference to the surety.

Section 6.3 Letter Of Credit.

In lieu of the bond described in Section 6.2, Grantee may provide the City with a letter of credit in the principal amount of One Million Dollars (\$1,000,000). Said letter of credit shall be used to ensure the faithful performance by Grantee of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Grantee's acts or defaults under this Agreement and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's Telecommunications System. Said letter of credit shall provide that if Grantee fails to pay the City any General Consideration or provide the City with any Additional Consideration due the City within the time fixed in this Agreement; or fails to repay the City within ten (10) days any damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this Agreement; or fails after three (3) days notice of such failure to comply with any provisions of this Agreement which the Director of the Department of Revenue reasonably determines can be remedied by a draw on the letter of credit, the City can immediately request payment of the amount thereof, with interest and penalties, if any, from the letter of credit. Upon such request for payment, the City shall notify the Grantee of the amount and date thereof. If amounts are drawn under the letter of credit, Grantee shall take such actions as may be necessary to maintain such letter of credit at full amount within three (3) days of notification by the City of its withdrawal against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any other rights it may have pursuant to this Agreement or under law.

Section 6.4 Qualified Companies.

The bond (or the letter of credit) and all insurance policies called for in this Agreement shall be issued by companies or financial institutions authorized to do business in Illinois and satisfactory to the Risk Manager. The bond (or the letter of credit) shall be in form and substance satisfactory to the Corporation Counsel. Each insurance policy shall be satisfactory to the Risk Manager. Each such insurance policy and the bond (or letter of credit) shall contain a covenant or endorsement of the surety (or the issuer of the letter of credit) or the insurer, as the case may be, to provide sixty (60) days written notice by registered mail of such insurer or surety's (or issuer's) intention to terminate, cancel, substantially change, or not to renew such bond (or letter of credit) or policy to both the Risk Manager and the Grantee and the Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance

of replacement bond (or letter of credit) or replacement policies prior to the proposed effective date of such termination, cancellation, substantial change or nonrenewal; provided that any such replacement bond (or letter of credit) must be approved by the Corporation Counsel prior to its effective date and any such replacement policies must be approved by the Risk Manager prior to its proposed effective date. In the event Grantee is unable to procure a replacement bond meeting the requirements of Section 6.2 or a replacement letter of credit meeting the requirements of Section 6.3 by the Cancellation Date, then Grantee can satisfy the requirements of Sections 6.2 and 6.3 by depositing the sum of One Million Dollars (\$1,000,000) on or prior to the Cancellation Date into an escrow account for the benefit of the City, which escrow account would be held by a trustee of the City's choosing pursuant to an escrow agreement satisfactory to the Corporation Counsel. Failure to carry or keep such insurance and bond (or letter of credit) in force throughout the period set forth in Section 6 shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary, any bond issued in satisfaction of Section 6.2 shall provide that termination, nonrenewal or substantial change of such bond shall not become effective until a replacement bond has been approved by the City Comptroller's Office of Risk Management and the Corporation Counsel and coverage thereunder has begun. Any letter of credit provided the City in satisfaction of Section 6.3 shall provide that, upon notice of termination, nonrenewal or substantial change, the City shall be entitled to draw thereon prior to the effective date of such termination, nonrenewal or substantial change unless a replacement letter of credit had been approved by the City Comptroller's Office of Risk Management and the City's Corporation Counsel prior to such effective date. The City also reserves the right to stop any work related to Grantee's Telecommunications System until proper evidence of insurance and bond (or letter of credit) is furnished.

Section 6.5 Right To Require Replacement Of Bond (Or Letter Of Credit) Or Insurance.

If the financial condition of any bonding or insurance company (or letter of credit issuer) issuing a performance bond (or letter of credit) or insurance policy pursuant to Section 6 materially and adversely changes, the City may, at any time, require that any such bond or (letter of credit) or insurance policy be replaced with such other bond (or letter of credit) or insurance policy consistent with the requirements set forth in this section.

Section 6.6 Alteration.

Grantee shall not materially change or alter the terms or conditions of the bond (or letter of credit) or insurance policies referred to herein or

replace or cancel said bond (or letter of credit) or insurance policies without prior approval of the City Comptroller's Office of Risk Management.

Section 6.7 City Comptroller's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in this Section 6 hereof inadequate, City reserves the right to reasonably increase the maximum limits of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City, provided any such increase is imposed upon similarly situated entities under similar circumstances. Within sixty (60) days after such notice, Grantee shall increase the limits of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

Section 6.8 No Excuse From Performance.

None of the provisions contained herein, nor the bond (or letter of credit) or any of the insurance policies required herein, shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Agreement or limit the liability of Grantee under this Agreement for any and all damages in excess of the amounts of such performance bond (or letter of credit) or insurance policies.

Section 6.9 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Section 6.1 of this Agreement and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

Section 6.10 Indemnity.

Grantee shall be responsible for the support, safety and protection of its Telecommunications System in the Public Ways being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations pursuant to common law and statutory tort liability principles. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and

all third-party suits, causes of action, proceedings and judgments for claims, losses, damages (whether such claims and damages are for bodily injury or death, property damage or interruption of utility service or violations of law), liabilities, judgments, costs and expenses (collectively referred to as a "Loss") arising out of the grant of rights pursuant to this Agreement and Grantee's installation, construction, and maintenance and operation of its Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Worker's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City arising out of activities related to Grantee's Telecommunications System. Grantee shall be obligated and have the right unless otherwise elected by the City, to direct the defense of the Indemnified Parties, with notice and consultation thereto. Grantee expressly understands and agrees that the bond (or letter of credit) and insurance required by this Agreement shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as reasonable attorney fees or, to the extent appropriate and determined by a court of competent jurisdiction, the reasonable value of any services rendered by the Corporation Counsel or her or his assistants. The obligations set forth in this Section 6.10 shall survive termination or revocation of this Agreement. This Section 6.10 shall not act as a limitation in the City's ability to seek remedies against ATS in the event Grantee is unable to fully indemnify City pursuant to this Section 6.10. The City may elect to conduct its own defense of the Indemnified Parties in which case Grantee shall have to indemnify the City or to reimburse the City for attorney fees with respect to such matter. Notwithstanding the above, the City shall not be indemnified against its own reckless, negligent or deliberately wrongful acts.

Section 7. Construction And Installations Of Grantee's Telecommunications System.

Section 7.1 Information On Installed Facilities.

Grantee has placed on file with the Commissioner of the Department of Transportation and the Director of the Department of Revenue prints, maps and plans showing a geographical depiction of the general location of its Existing Facilities. The parties acknowledge that said prints, maps and plans may contain inaccuracies. Grantee shall supplement said materials for Existing Facilities as they become reasonably available to Grantee. Deviation from previously approved prints, maps,

plans and construction schedules must also be submitted in a timely manner by Grantee for approval to the Commissioner of the Department of Transportation. Similar information shall be filed with the Commissioner of the Department of Transportation and the Director of the Department of Revenue for approval prior to the issuance of a permit for any proposed extension, reduction or removal of any installed portion of Grantee's Telecommunications System affecting the Public Ways, including portions installed pursuant to Section 7.2.3.

Section 7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state, City and local laws and regulations. Grantee shall at all times install its telecommunications facilities in accordance with the standards set by the City's Department of Transportation and the Building Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition);
- (B) Applicable provisions of the Municipal Code of Chicago;
- (C) Written standards of the Department of Transportation or the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Telecommunications System.
- (D) Applicable provisions of the laws of the United States of America and the State of Illinois;

7.2.3 Construction And Installation Procedures.

(A) Permits. Grantee shall not access the Public Ways to construct, install or modify its Telecommunications System without prior approval of the Commissioner of the Department of Transportation and the issuance of a permit therefor. Compliance with this Section 7.2.3 does not constitute compliance with the requirements of Section 5.2.3. Grantee shall submit to the Commissioner of the Department of

Transportation documents which set forth the specifications exact proposed locations, standards and procedures for construction and installation of its Telecommunications System including size and depth of conduits and cables (the "Construction Documents"). Said specifications, standards and procedures shall be consistent with the applicable standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said Construction Documents shall be submitted to the Commissioner of the Department of Transportation for review and approval prior to commencement of construction, installation or modification of Grantee's Telecommunications System after the Effective Date and shall be modified as said Commissioner may require in the interest of public safety or to comply with applicable provisions of the Code and City regulations or where mutually agreed on by the City and Grantee. Any application for permits shall be subject to completion of the Board of Underground procedures and guidelines set forth in Section 7.7 of this Agreement and the modification to the extent deemed necessary by the Commissioner of the Department of Transportation, of any Construction Documents to comply with such procedures and guidelines.

(B) Expansion Procedures.

(a) When Grantee seeks to construct, install or modify its Telecommunications System included in Existing Facilities, the Commissioner of the Department of Transportation has the authority to process said permit application in accordance with normal City procedures set forth in part (A) without any requirement for amendment of this Agreement.

(b) When Grantee seeks to construct, install or modify its Telecommunications System in the Expansion Area, the following procedures shall be followed:

(1) Grantee shall provide notice to the Director of the Department of Revenue and the Commissioner of the Department of Transportation of its desire to use a portion of the Public Ways in the Expansion Area for its Telecommunication System ("Planned Expansion"), together with a reasonably detailed description and schematic drawings showing the location or locations and the proposed route of the Planned Expansion, and a proposed amendment of Part C of (Sub)Exhibit 1 to this Agreement ("Amendment Information");

(2) At the same time as (1) above, Grantee shall submit the Amendment Information to the City's Board of Underground.

(3) The Director of the Department of Revenue and the Commissioner of the Department of Transportation shall within sixty (60) days of receipt of the Amendment Information conduct a review of Grantee's compliance with the terms of this Agreement and applicable provisions of the Code and either (i) jointly submit a proposed amendment to this Agreement which includes the Amendment Information, together with such conforming changes to the Agreement as may be reasonably necessary ("Proposed Amendment"), (ii) provide notice to Grantee in writing of rejection of the Planned Expansion, together with adequate reasons for such rejection or (iii) propose modifications to such Planned Expansion so as to make such Proposed Expansion acceptable to the City. Any Planned Expansion shall not be unreasonably refused.

(4) The parties shall in good faith attempt to resolve such issues as may arise regarding a Planned expansion and its approval, modification or rejection.

(5) Upon submittal to Grantee of a Proposed Amendment pursuant to this paragraph which is satisfactory to Grantee, Grantee shall execute the Proposed Amendment and return it to the Director of the Department of Revenue for processing.

(6) Once the Proposed Amendment has become effective, Grantee shall be entitled to seek to obtain construction permits in accordance with this Agreement and the Code. Prior to issuance of any construction permits, Grantee may be required to submit Construction Documents through the Board of Underground for facility protection review. Nothing in this Agreement shall prevent Grantee from providing Construction Documents to the Department of Transportation for review in accordance with part (A) of this Section 7.2.3 prior to execution of the applicable Proposed Amendment, provided that no related permit shall be issued until after such execution.

(c) Grantee may not construct, install or modify its Telecommunications System outside of the Expansion Area (except to modify Existing Facilities) until this Agreement has been amended by the parties. Any amendment pursuant to this paragraph 7.2.3 (c) shall require prior City Council authorization.

If at any time it is determined by the City or other governmental authority, in its sole discretion and judgment, that any part of Grantee's System, including, without limitation, any means used to distribute signals over or within the System, is harmful to the health or safety of any person, then Grantee shall, at its sole cost and expense, promptly correct all such conditions to the satisfaction of the City or such governmental authority.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of the Department of Transportation "as built" drawings of the portions of Grantee's Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of the Department of Transportation within sixty (60) days after completion of construction of such portions. Grantee shall update such drawings within sixty (60) days whenever material changes are made to Grantee's Telecommunications System which impact the Public Ways or, if applicable, the Freight Tunnels. Said drawings, set forth by utility quarter sections, shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points. The City acknowledges that, subject to the provisions of Section 14.1 hereof, said drawings are proprietary in nature and shall be held as confidential as to third parties.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost, for emergency use.

7.2.6 Use Of Existing Conduits.

Grantee shall use its existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the Public Ways without approval of the City's Department of Transportation. If Grantee is using existing conduit owned by any other party, Grantee

shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning such conduit and any applicable tariffs.

7.2.7 Adjoining Property Owners.

All of Grantee's Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways or, if applicable, the Freight Tunnels by Grantee shall not interfere with the usual and just customary uses of, or any specifically permitted or licensed use of, the Public Ways.

7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility, including, where applicable, all relevant City departments, to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility, including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.2.3 will be issued until the Commissioner of the Department of Transportation is satisfied that the requirements of this Paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.9 Electrical Permit.

All installation work for Grantee's Telecommunications System subject to Article XIV of the Code shall be performed by competent contractors who are licensed pursuant to Section 14-12-160 et seq. of the Code.

Section 7.3 Restoration.

In the event of disturbance of the Public Ways by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority, rebuild, restore and repair such Public Ways, including any cartways or sidewalks, in as reasonably good a condition as existed before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City shall have the right to do so at the sole expense of Grantee.

Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of the Department of Transportation may suspend or revoke any permit issued by the Department of Transportation or take any action he or she deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

Section 7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of the Department of Transportation as to the construction and installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Public Ways contemplated in this Agreement from other applicable City departments as applicable (such as the Streets and Sanitation Department and the Building Department) in a timely fashion when and as required.

Section 7.6 Underground Facilities Agreement.

Grantee agrees to apply for, and if accepted, enter into membership in the Chicago Utility Alert Network as established by ordinance dated November 5, 1993 and the Chicago Utility Alert Network Membership Agreement. Grantee agrees to pay its share of the costs and expenses pursuant to the Chicago Utility Alert Network Membership Agreement.

Section 7.7 Board Of Underground.

(A) Grantee is currently a member of, and agrees to remain a member of, the Board of Underground as established by Section 2-120-300 of the Municipal Code. Subject to Sections 16.9 and 16.10 of this Agreement, Grantee agrees that its work in the Public Ways shall comply with the

guidelines and procedures issued by the Department of Transportation for the Board of Underground, pursuant to Section 2-120-300 of the Municipal Code. Consistent with and pursuant to Section 2-120-300 of the Municipal Code, Grantee shall design its Telecommunications System to the extent practicable so as not to materially diminish or prevent access for repair or maintenance of underground facilities, whether owned by City or any third party. Conflicts regarding access to facilities shall be resolved pursuant to Board of Underground procedures to the extent practicable and required.

Section 8. Inspection And Physical Audit.

Section 8.1 Inspection.

The City reserves the right to make, at any time after the Execution Date of this Agreement and throughout the duration of this Agreement, physical on-site inspections of Grantee's Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Transportation a map and the "as built" drawings required by Section 7.2.4 which Grantee shall update quarterly or indicate "no change", as the case may be, and submit to the City at the time of Grantee's March, June, September and December payments. Said map will identify the locations of all terminals and junction boxes, and the linear footage of each portion of Grantee's Telecommunications System located in the Public Ways.

Section 8.2 Physical Audit.

8.2.1 Audit By City.

At any time after the Execution Date of this Agreement and throughout the duration of this Agreement, the City may undertake at its sole cost a physical audit of Grantee's Telecommunications System.

8.2.2 Audit By ATS.

In the event that the City shall determine (with or without a physical audit) that there is reason to believe that there is a material discrepancy between the size, or location of conduits in Grantee's Telecommunications System and the type of cable therein Grantee's Telecommunications System and Grantee's disclosure of its plant facilities as required in Section 7 herein, the City may demand that Grantee employ an independent engineer or firm of engineers selected by Grantee and reasonably approved by the City (the "Engineer") to perform a physical audit of such undisclosed extent of Grantee's

Telecommunications System at the end of a Consideration Year. For purposes of this Section 8, no material discrepancy shall be deemed to exist with respect to Existing Facilities unless Grantee has actual knowledge of the extent thereof, and Grantee's periodic updates of its drawings of Existing Facilities pursuant to Section 7.1 shall not be considered as the basis of a material discrepancy. The Engineer shall conduct such audit to review all of the factors described in Section 8.1 and shall also report as to the accuracy of the information contained in the quarterly summaries submitted by Grantee as described above. Such audit report shall be certified by the Engineer and a copy of such certified audit report shall be submitted to each of the Departments of General Services and Transportation no later than June 30th of the Consideration Year immediately succeeding the Consideration Year for which the audit was conducted beginning in 1995.

8.2.3 Challenges To Physical Audit.

In the event that the Commissioner of the Department of Transportation reasonably believes there is a material discrepancy between the certified results of the Engineer's physical audit and the size, location or nature of Grantee's installed Telecommunications System, then the City may send its own personnel or hire a second engineering firm of the City's choice (the "City's Inspector"), to perform an unannounced physical audit to determine the undisclosed extent of such material discrepancy of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. If the City's Inspector determines in said audit that a material discrepancy exists between the certified results of the Engineer's physical audit and the size, location or nature of Grantee's installed Telecommunications System, Grantee shall be given written notice of said discrepancy and be given ten (10) days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of the Department of Transportation reasonably determines the existence of said material discrepancy after follow-up inspection by the City's Inspector, Grantee shall pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of the Department of Transportation for the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

Section 8.3 Facilities Without Permit.

Any portion of Grantee's Telecommunications System in the Public Ways but not covered by permit issued by the Department of Transportation is known as a "Facility Without Permit". Upon discovery of a Facility Without Permit by the City, the Commissioner of the Department of Transportation shall have the following options:

- (A) order the immediate removal of the Facility Without Permit;
- (B) seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof;
- (C) upon submission of documentation required pursuant to Section 7.2, grant a permit for the Facility Without Permit;
- (D) seek other remedies available to the City under the Code, this Agreement or under Illinois law,

provided that the Commissioner of the Department of Transportation shall waive for a period of thirty (30) days any such action in the event he determines that (i) the installation without permit was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate or obtain a permit for the Facility Without Permit promptly, so as to correct any violation of this Agreement. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of the Department of Transportation for circumstances beyond the reasonable control of Grantee, including but not limited to installation by a third party without Grantee's permission, but only upon prior approval by the Commissioner of the Department of Transportation of Grantee's timetable specifying the anticipated date the Facility Without Permit will be removed, relocated or permitted so as not to violate this Agreement.

Section 9. Chicago Freight Tunnels.

Section 9.1 In General.

Grantee currently desires the option of constructing a portion of its Telecommunications System in the Chicago Freight Tunnels, and the authority granted by this Agreement may extend in the future to Grantee's use of the Freight Tunnels, upon an amendment of this Agreement, subject to approval by the City Council of the City, consistent with the uniform terms and conditions which the City then applies to occupants of the Freight Tunnels. Upon Grantee's request, Grantee and the City shall in good faith negotiate such an amendment to this Agreement to encompass the Freight Tunnels or portions thereof. It is acknowledged by Grantee that the Chicago Freight Tunnels are a unique environment and space has or may become in certain portion thereof a scarce resource. In order to preserve the availability and maintain the safety of the Chicago Freight Tunnels for future grantees and permittees and because of the nature of Grantee's System and services, the Grantee may be subject to restrictions which limit the size of the conduit or facilities the Grantee constructs or installs therein or

limitations as to the location of such conduits or facilities as to the use of the Freight Tunnels in general. The City reserves the right to increase the amount of consideration payable under this Agreement by imposing additional fees specifically for the use of the Chicago Freight Tunnels not otherwise described in this Agreement, so long as such fees are nondiscriminatory and reasonable, given the nature of Grantee's System and the nature of its services. Any use of the Freight Tunnels is also subject to the provisions of any City ordinance or regulation governing the use of the Freight Tunnels. Subject to the foregoing conditions and such reasonable restrictions on the availability of space as may be established by the City's Department of Transportation. Grantee may apply to use the Chicago Freight Tunnels for its System on the same basis and subject to the same conditions as other grantees and permittees authorized to use the Freight Tunnels for systems of similar size and purpose on the use of the Freight Tunnels established by the Commissioner of the Department of Transportation.

Section 10. Revocation Or Termination Of Privileges.

Section 10.1 Basis For Revocation.

Subject to the provisions of Sections 10.2 and 10.3 of this Agreement, the permission and authority granted by the City to Grantee to use the Public Ways for its Telecommunication System pursuant to the ordinance may be revoked by the City Council (upon referral from the Mayor or on its own motion) whenever any of the following occur:

- (A) Grantee fails to comply with the conditions of occupancy of the Public Ways set forth herein or in the Municipal Code of Chicago;
- (B) Grantee violates other material terms of this Agreement;
- (C) Grantee practices fraud and deceit upon the City, including the intentional or reckless installation of Facilities Without Permit;
- (D) Grantee fails to provide or pay any material portion of the General Consideration or Additional Consideration owed the City when due;
- (E) Grantee fails to furnish an audit when due or fails to cooperate with the reasonable requests by City officials for information or for inspection;
- (F) Grantee becomes insolvent, or unable or unwilling to pay its uncontested debts, or is adjudged bankrupt or seeks relief under the bankruptcy laws.

Section 10.2 Corrective Period.

In the event that the Director of the Department of Revenue believes that grounds for revocation exist or have existed, the Director of the Department of Revenue shall notify the Grantee in writing, setting forth the nature and facts of such noncompliance. If, within thirty (30) days following such written notification, the Grantee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond Grantee's control pursuant to Section 11.5 hereof, the Director of the Department of Revenue shall thereupon refer the matter to City Council. Upon good cause, the thirty (30) day correction period shall be extended for such reasonable time as the Director of the Department of Revenue shall determine. Such good cause must be detailed in writing to the Director of the Department of Revenue within five (5) days prior to the lapse of the thirty (30) day correction period.

Section 10.3 Prior Notice And Hearing.

The City Council shall not repeal the ordinance until it has given notice to the Grantee that it proposes to take such action and the grounds therefor. Further, the City Council shall not repeal the ordinance and the rights granted herein until the Grantee has had a reasonable opportunity to be heard before the City Council.

Section 10.4 Early Termination By Grantee.

Grantee may request early termination of its privilege to use the Public Ways granted pursuant to this Agreement ("Early Termination"). In order for Grantee to be released pursuant to Early Termination from its obligation to pay General Consideration pursuant to Section 5.1 hereof, Grantee must satisfy the following prior conditions:

- (1) Grantee must provide to the Director of the Department of Revenue written notice of its request to exercise Early Termination and must propose a date, which can be no earlier than six (6) months after the date of said written notice (the "Proposed Early Termination Date") on which such obligation to pay General Consideration shall cease;
- (2) Grantee shall be obligated to continue to pay, and shall pay General Consideration as required by Section 5.1 hereof for the period up to the Proposed Early Termination Date; and
- (3) Grantee shall have fully complied with Section 10.5 hereof.

In the event that Grantee satisfies all of the foregoing conditions, Grantee shall be entitled to cease paying General Consideration on and after the Proposed Early Termination Date. Notwithstanding the foregoing, the obligations of Grantee as to a performance bond shall extend until satisfaction of Section 10.5.1 by Grantee and the obligations of Grantee with respect to indemnification of the City set forth in Section 6.7 shall survive any such release.

Grantee shall not remove its facilities from the Public Ways until there are satisfactory arrangements for the disposition or transfer of City Fibers so as not to cause disruption of the City's internal, intergovernmental or public purpose communications network.

Section 10.5 Removal Or Abandonment Of Grantee's Telecommunications System.

10.5.1 Removal By Grantee.

Subject to Sections 16.9 and 16.10 of this Agreement, upon revocation or termination of the privilege herein granted, the Grantee without cost or expense to the City of Chicago, shall promptly remove or abandon in place its Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of the Department of Transportation and in accordance with this Agreement and the Code. In all cases, such facilities which are abandoned in place and not removed by Grantee within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Director of the Department of Revenue shall take into account the best interests of the City and shall consider all other relevant factors.

10.5.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.5.1, the City may remove or cause the removal of Grantee's Telecommunications System, provided, however, that the City shall be reimbursed for the total costs of such removal to the extent that such costs exceed the amount of the performance bond set forth in Section 6 of this Agreement.

Section 11. Sanctions.

Section 11.1 Interest.

In the event the independent audit provided for in Section 5.5 determines that Grantee made underpayments in any month which exceeded ten percent (10%) of the amount due in said month, or in the event Grantee fails to make any payment on the date due, Grantee shall pay, in addition to the amount due the City, interest thereon compounded daily at the rate of one hundred and ten percent (110%) of the corporate base rate as computed daily by the First National Bank of Chicago. Interest on the entire sum originally due shall accrue from the date on which the original payment should have been made.

Section 11.2 Liquidated Damages.

The parties agree that the events set forth below will result in damages that will be impracticable or difficult to ascertain. Subject to the provisions of Sections 11.5 and 11.6, Grantee therefore agrees to pay the City the sum of Two Thousand and no/100 Dollars (\$2,000.00) per citation per day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

- (A) installation of "Facilities Without a Permit" which are not Existing Facilities as defined in Section 8.3 of this Agreement;
- (B) material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Public Works or the Commissioner of the Department of Transportation;
- (C) failure to remove, modify, replace or relocate facilities within the permitted time (and granted extensions) after a notice from the Commissioner of the Department of Transportation to remove or relocate such facilities pursuant to Section 3.3.

Section 11.3 Notice Of Violation.

If the Director of the Department of Revenue has reason to believe that Grantee is in violation of this Agreement, said Commissioner shall notify Grantee in writing of the violation setting forth the nature of such violation. Within thirty (30) days of its receipt of such notice, Grantee shall respond in writing to the Director of the Department of Revenue regarding such notice of violation with supporting

documentation that such violation did not occur or was beyond Grantee's control and requesting an opportunity to be heard or shall remedy the violation within such thirty (30) day period; provided, however, that the Director of the Department of Revenue may determine that the violation is of such a serious nature that a lesser period for remedying the violation is warranted. If Grantee cannot reasonably remedy the violation within the time period specified and so informs said Commissioner, said Commissioner may extend the time permitted for remedying the violation provided Grantee informs said Commissioner on a regular basis of the steps being taken to remedy the violation.

Section 11.4 Notice Of Assessment.

If within thirty (30) days of its receipt of notice of the violation pursuant to Section 11.3 of this Agreement, Grantee fails to submit a written response contesting the notice of violation or if, after requesting an opportunity to be heard, Grantee fails to prove in said hearing that such violation did not occur or was beyond its control or if Grantee fails to remedy the violation within any cure period under this Agreement or any extensions thereto, the Director of the Department of Revenue, after considering all relevant factors, may impose upon Grantee, liquidated damages or interest to the extent that it is lawful to do so (an "Assessment") from the date of notice of violation in accordance with Sections 11.1 and 11.2 of this Agreement and shall provide Grantee with prior written notice of such assessment. Such notice of assessment shall state the amount to be assessed and provide a date of at least fifteen (15) days after receipt of such notice upon which payment for the violation is due.

Section 11.5 Act Or Omission Beyond Grantee's Control.

Grantee shall not be subject to the imposition of liquidated damages or other monetary sanctions referred to herein for any act or omission if such act or omission was unintentional or beyond Grantee's control, including but not limited to, events described in Section 15.5 hereof. An act or omission shall not be deemed to be beyond Grantee's control or unintentional solely because it was committed, omitted or caused by an Affiliate involved in constructing, installing, maintaining or operating Grantee's Telecommunications System within the City of Chicago. The inability of Grantee to obtain financing and the misfeasance or malfeasance of its officers, directors, employees or agents shall not be deemed an act or omission beyond Grantee's control or unintentional.

Section 11.6 Other Rights Of City.

The right of the Director of the Department of Revenue to impose upon Grantee liquidated damages or interest pursuant to Sections 11.1 and 11.2 hereof shall be in addition to any other rights or remedies the City has under this Agreement, pursuant to the Code or other applicable laws including the right of revocation pursuant to Section 10 of this Agreement.

Section 11.7 No Waiver Of Rights.

The decision by the Director of the Department of Revenue to forego the imposition upon Grantee of sanctions in a particular instance shall in no way act to waive the City's rights regarding subsequent violations of this Agreement.

Section 12. Most Favored Nations.

(a) The City Council may authorize another Telecommunications Carrier to construct, install, operate and maintain a Telecommunications System in the Public Ways of the City in order to offer Telecommunications Services for profit to more than a single customer pursuant to an ordinance or agreement authorized by ordinance, including any modifications of an existing ordinance or agreement, containing consideration terms which would, if applicable to Grantee's situation and if applied to Grantee, result in Grantee paying less total annual consideration than the consideration to be paid by Grantee pursuant to Section 5 of this Agreement (said ordinance and/or agreement shall be referred to collectively as "Alternative Agreement"). In such event, Grantee shall have the option, exercisable in writing, to replace the consideration terms stated in Section 5 of this Agreement with the consideration terms set forth in the Alternative Agreement which are applicable to Grantee's situation. Grantee shall notify the Director of the Department of Revenue in writing of Grantee's election to accept such substitute consideration terms pursuant to an agreement amending or replacing this Agreement (the "Amending Agreement"). Notwithstanding anything to the contrary, Grantee's option to elect to substitute consideration pursuant to this Section 12 shall not provide any retroactive credit for consideration already paid to the City pursuant hereto and shall be conditioned on the acceptance by Grantee in the Amending Agreement of such other standard provisions of the Alternative Agreement as the Director of the Department of Revenue shall reasonably require in the interest of fairness and uniformity.

(b) In the event that legislation or regulations of the United States of America or the State of Illinois is enacted, or rules or orders of the Federal

Communications Commission or the Illinois Commerce Commission adopted, that set a maximum limit, which, if applied, would reduce the General Consideration that would otherwise be paid by Grantee, Grantee may elect such lower consideration formula on a prospective basis. Such election shall not apply to the Additional Consideration. Such election shall be made in a fashion similar to that set forth in Subparagraph (a) above.

Section 13. Condition Precedent.

Section 13.1 Permit.

The permission and authority herein granted shall not be exercised until (i) proof of insurance as required in Section 6 hereof is submitted to and approved by the Risk Manager, (ii) the surety bond (or letter of credit) required by Section 6 is submitted to and approved by the City's Corporation Counsel, (iii) payment of the fee referred to in Section 5.2.1 has been made to the City, (iv) orders to dismiss the State Litigation and the ATS Motion For Wrongful Injunction in the Dignet Case satisfactory to the parties have been provided to the City's Corporation Counsel and (v) a permit authorizing use of the Public Ways pursuant of the length of term specified in Section 2 has been issued to Grantee by the Department of Revenue with the concurrence of the Department of Transportation.

Section 14. Confidentiality.

Section 14.1 Confidentiality.

Subject to the provisions of Mayoral Executive Order 89-1 and the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (1992), "as built" drawings or other similar information properly designated by Grantee to be "Confidential" provided to the City or its constituent departments shall be regarded as proprietary and confidential as to third parties. The foregoing shall not apply to any information which the City can reasonably demonstrate is in the public domain through no breach of this Agreement by the City. In the event that a third party (not under the control of either Grantee or the City), shall request disclosure of any such confidential information from the City in accordance with the Mayoral Executive Order 89-1 or the Illinois Freedom of Information Act, the City shall confer with Grantee as to whether Grantee authorizes release of such information. In the event that Grantee wishes to continue to preserve the confidential nature of such information, and the City has no reason to believe that such information is not protected from disclosure pursuant to the Illinois Freedom of Information Act or Mayoral Executive Order 89-1, then the City shall not release such confidential information in the absence of a

court order; provided that Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorneys fees) which the City may sustain or become liable for which arises from any action to require disclosure of information designated by Grantee to be confidential. In the event that the City is presented with a subpoena duces tecum regarding any documents or information properly designated confidential by Grantee which may be in the City's possession by reason of this Agreement, the City shall give notice to Grantee (unless subpoena duces tecum prevents the City from providing such notice) with the understanding that Grantee shall have the opportunity to contest such process by any means available to it before such documents or information required to be submitted by the City to a court or other third party.

In the event that the Grantee shall not elect to undertake appropriate legal proceedings to prevent such disclosure of information designated as "confidential", Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorney's fees) which such Indemnified Parties may sustain or become liable for which arises from any action to require disclosure of such information or resulting from any such disclosure.

Section 15. Special Conditions And Representations.

Section 15.1 No Warranty.

The City makes no warranty as to the scope or effectiveness of the dedication of any part of the Public Ways or, if applicable, the Freight Tunnels. Furthermore, any such grant is subject to such restriction as may exist, now or in the future, under the laws of the State of Illinois and the United States of America. Grantee agrees to this Agreement relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under the Agreement.

Section 15.2 No Inducement.

Grantee acknowledges that it has not been induced to execute this Agreement by any promise, verbal or written, by or on behalf of the City, or by any third person regarding any term or condition of this Agreement not expressed herein. Grantee further states that no such promise has been made to any City employee in regard to the grant of these rights.

Section 15.3 Conflict Of Interest.

Grantee represents that, to the best of its knowledge, no member of the governing body of the City and no other official, officer, agent or employee of the City is employed by Grantee or has a personal financial or economic interest directly or indirectly in this Agreement or any contract or subcontract resulting therefrom or in the privileges to be granted hereunder except for ownership of MCI stock (as to which Grantee makes no representation) or except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with this Ordinance by or on behalf of any Contractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of contracts, subcontracts or orders. 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.

Section 15.4 Anti-Corruption Covenant And Representation.

Neither Grantee nor its Contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, Grantee has executed the applicable Certification required under the Illinois Criminal Code, 720 ILCS 5/33E-11 (1992), as amended, and under the Illinois Municipal Code, Ill. Rev. Stat., Ch. 24, § 11-42-1 (1989) (1990 Supp.), attached hereto as (Sub)Exhibit 3.

Section 15.5 Cooperation With Inspector General.

It shall be the duty of Grantee, all Contractors, and all officers, directors, agents, partners, and employees of Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Grantee shall inform all its Contractors of the provision and require understanding and compliance herewith.

Section 15.6 Business Documents And Disclosures Of Ownership Interests.

Grantee has provided copies of its latest articles of incorporation and bylaws and its certification of good standing from the office of the Secretary of State of Illinois. Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee, completed copies of which are attached hereto and incorporated by reference herein in (Sub)Exhibit 5.

Section 15.7 M.B.E./W.B.E. Compliance.

Grantee shall attain no less than twenty-five percent (25%) Minority-Owned Business Enterprise ("M.B.E.") and five percent (5%) Women-Owned Business Enterprise ("W.B.E.") utilization levels applicable to Grantee's payment to outside contractors and subcontractors in relation to those activities designated hereunder as "M.B.E./W.B.E. Activities" (see the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program, the Code, Section 2-92-420 et seq.).

"M.B.E./W.B.E. Activities" are, within the City, cable installation services within buildings and outside buildings for Grantee's Telecommunications System.

Grantee shall furnish to the City annual reports detailing its compliance with the provisions of this Section 15.7. If a report shows noncompliance with the M.B.E. and W.B.E. percentages, the City shall provide Grantee with notice of noncompliance and Grantee shall use its best efforts to cure the noncompliance over a reasonable period following the notice. Grantee shall comply with all reasonable requests by the City for documentation which supports Grantee's M.B.E./W.B.E. compliance.

If Grantee conducts any business operations in Northern Ireland, it is hereby required that Grantee make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Law 3220).

Section 15.8 Compliance With Applicable Laws.

(a) Grantee agrees that, in constructing, installing, operating and maintaining its Telecommunications System, Grantee shall comply with all applicable laws and regulations of the United States of America and its agencies (including, but not limited to, the regulations and standards of the Federal Occupational Safety and Health Administration), the State of Illinois and its agencies, all applicable ordinances and executive orders of the City, all applicable regulations and tariffs of the Federal Communications Commission and the Illinois Commerce Commission and such laws, regulations, ordinances, tariffs and executive orders shall be considered part of this Agreement as set forth herein.

(b) Grantee shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants

including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act of 1986 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat., Ch. 111½, Sec. 1001 et seq.) and the Chicago Municipal Code, each as amended or supplemented, and any analogous future or present local, state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or by the Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively, "Environmental Laws").

If any of the above laws require the Grantee to file any notice or report of a release or threatened release of Hazardous Materials or special wastes on, under or about any premises used by Grantee to perform the services required hereunder, the Grantee shall provide a copy of such report or notice to the City. In the event of a release or threatened release of Hazardous Materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Grantee regarding the Grantee's failure or alleged failure to comply with any of the above environmental laws, in regard to activities related to Grantee's system, Grantee shall immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made. Grantee shall comply with the rules and regulations stated in any applicable mandatory recycling ordinance enacted or amended by the City Council of the City of Chicago.

If Grantee fails to comply with any of the above referenced environmental laws, the City may terminate this Agreement in accordance with the default provisions of this contract.

For purposes of this provision, the following definitions shall apply.

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs) petroleum or crude oil or any fraction thereof, natural gas, special nuclear materials and by-product materials regulated under the Atomic Energy Act (42 U.S.C. §2011 et seq.), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.) and any

hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as "hazardous substance", "hazardous waste", "toxic substance", or contaminant (or comparable term) under any of the Environmental Laws.

"Special Wastes" means those substances as defined in Section 1003.45, Ch. 111½ of the Illinois Environmental Protection Act, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G, Ch. 1.

Section 15.9 Force Majeure.

Grantee shall not be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God or by other events to the extent that such are caused by circumstances beyond Grantee's control and any such delay or failure to perform shall not be deemed to be a violation of this Agreement. In the event that the delay in performance or failure to perform affects only part of Grantee's capacity to perform its obligations under this Agreement, Grantee shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The provisions of this Section 15.10 shall not excuse Grantee's failure to pay General Consideration when due pursuant to Section 5.1.

Section 15.10 Residency.

Except as otherwise prohibited by law, for any construction or installation project related to Grantee's Telecommunication System having an estimated contract value or cost of \$100,000 or more, Grantee and its Contractors shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Grantee and its Contractors shall make good faith efforts to use qualified residents of the City of Chicago in both unskilled and skilled labor positions. Grantee or any one of its Contractors may request a reduction or waiver of the foregoing minimum percentage level of Chicagoans in accordance with standards and procedures developed by the City. This provision shall not apply to work performed by vendors or manufacturers of components of Grantee's System.

(i) Definitions. For this Section 15.11, "actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(ii) Documentation. Grantee shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project.

(iii) Access to Records. Full access to Grantee's and its Contractors employment records shall be granted to the City or its duly authorized representatives. Grantee and its contractors shall maintain all relevant personnel data in records for a period of at least three (3) years after termination of this Agreement. At the direction of the City, affidavits and other supporting documentation will be required of Grantee to verify or clarify an employee's actual address when doubt or lack of clarity arises.

Section 16. General Provisions.

Section 16.1 Governing Law.

This Agreement shall be construed pursuant to the laws of the State of Illinois.

Section 16.2 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

Section 16.3 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

MCI Metro Access Transmission
Services, Inc.
2250 Lakeside Boulevard
Richardson, Texas 75082
Attention: President

and

MCI Telecommunications
Corporation
Attention: Office of the General
Counsel
2400 North Glenville Drive
Richardson, Texas 75082

(ii) If To The City:

Department of Transportation
City of Chicago
320 North Clark Street, Room 502
Chicago, Illinois 60602
Attention: Commissioner

and

Department of Revenue
City of Chicago
121 North LaSalle Street, Room 107
Chicago, Illinois 60602
Attention: Director

and

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

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days, or months, notice shall mean notice of not less than such number of days or months, unless otherwise provided in this Agreement.

Section 16.4 Invalidity.

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

Section 16.5 Parties.

Except where the context would require a different meaning, all references to Grantee or the City include each of its and their officials, officers, directors, employees, agents, successors, beneficiaries, permitted assigns and legal representatives. No member, individually or collectively, of the City Council or agent or employee of the City and no officer or director of Grantee incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the City and officers and directors of Grantee, unless otherwise required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to this Agreement do, however, by execution thereof, warrant their authority to sign this Agreement.

Section 16.6 Choice Of Forum.

Any legal action regarding this Agreement shall be brought in the appropriate court located in Chicago, Illinois. The parties hereby submit to the personal jurisdiction and venue of such courts located in Chicago, Illinois, for the purpose of enforcing the provisions of this Agreement.

Section 16.7 Waiver.

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing and must be signed by the appropriate authorized individual making the waiver. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

Section 16.8 Amendment.

No revision, modification or amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the City and Grantee. Typographical errors may be corrected or other minor changes made to this Agreement if those corrections are initialed by both parties.

Section 16.9 Reservation Of Rights By Grantee.

Notwithstanding anything else in this Agreement to the contrary, Grantee reserves any of its rights which may be available, now or in the

future, at law or in equity to object to and challenge as unconstitutional or unauthorized by law the terms or conditions of this Agreement related to procedures of the Board of Underground under Section 7.7 and to Grantee's rights to occupy the Public Ways at the termination of this Agreement.

Section 16.10 Reservation Of Rights By Grantor.

Notwithstanding the reservation of rights by Grantee set forth in Section 16.9 of this Agreement, Grantor reserves any of its rights which may be available, now or in the future, at law or in equity to uphold as constitutional and authorized by law the terms and conditions of this Agreement related to Grantor's right to enforce franchise or use agreements regarding occupation of the Public Ways and any right which is available to Grantor to require an agreement prior to Grantee's occupation of the Public Ways. Furthermore, the grant of this Agreement does not impair or affect any greater right or interest which the City may have in any portion of the Existing Facilities through prior transfer or otherwise and the City reserves any such rights notwithstanding any provision of this Agreement to the contrary.

Section 17. Execution Copies.

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

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

Attest:

City of Chicago

City Clerk, City of Chicago

By: _____
Richard M. Daley, Mayor
City of Chicago

By: _____
Judith Rice, Director of
the Department of Revenue

Reviewed As To Form And Legality:

_____ By: _____
Joseph Boyle, Commissioner
of the Department of
Transportation

Assistant Corporation Counsel

Attest: MCI Metro Access Transmission
Services, Inc.

_____ By: _____
Steven D. Shannon,
Vice President

[(Sub)Exhibit 6 referred to in this Telecommunications
Systems Use Agreement constitutes Exhibit "B"
to the ordinance and printed on pages
67745 through 67759 of
this Journal.]

[(Sub)Exhibits 1(A), 1(B), 1(C), 2 and 4 referred to in this
Telecommunications Systems Use Agreement
printed on pages 67760 through
67764 of this Journal.]

(Sub)Exhibits 3 and 5 referred to in this Telecommunications Systems Use
Agreement read as follows:

(Sub)Exhibit 3.
(To Telecommunications Systems Use Agreement)

Specification _____

Certification.

The undersigned Steven D. Shannon as Vice President
(Name) (Title)
and on behalf of MCI Metro Access Transmission Services, Inc.
(Contractor)*

having been duly sworn under oath certifies that:

Section I.

Contractor Certification.

A. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated 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 three 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

*Each Joint Venture Partner must submit a completed Certification affidavit.

- (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 of 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 2-56 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 Section 2-92-320 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.)

* Before signing, mark and initial the appropriate box in Section III.

- (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: S.D.S.

- () 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-II(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 specifications set forth on page 1 of this certification.

MCI Metro Access Transmission Services, Inc.
Name of Contractor

(Signed) Steven D. Shannon
Signature of Authorized Officer

Vice President
Title (Type or Print)

State of Illinois

County of Cook

Signed and sworn to before me this 10th day of January, 19 95
by Steven D. Shannon (Name) as Vice President (Title)
of MCI Metro Access Transmission Services, Inc. (Contractor).

(Signed) Janet McElligott
Notary Public Signature

My commission expires August 1, 1998.

[Official Seal]
Janet McElligott
Notary Public, State of Illinois
My commission expires August 1, 1998.

Notes 1 -- 5.

1. In accordance with Chapter 2-92-320 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 2-92-320 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, or 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, Ch. 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 three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1989, Ch. 38, §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 5.

(To Telecommunications Systems Use Agreement)

Disclosure Of Ownership Interests.

Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 of the Municipal Code of the City of Chicago, all grantees/proposers shall provide the following information with their proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the grantee or proposer. Every question must be answered. If the question is not applicable, answer with "NA". 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 4 before a Notary Public.

Grantee/Proposer Name:	<u>MCI Metro Access Transmission Services, Inc.</u>
Grantee/Proposer Address:	<u>2250 North Lakeside Boulevard, Richardson, Texas 75082</u>

Grantee/Proposer is a (check one):

- ☒ Corporation ☐ Sole Proprietor ☐ Partnership
☐ Not-for-Profit Corporation ☐ Joint Venture* ☐ Other

Section I.

For Profit Corporations.

- a. Incorporated in the State of Delaware
- b. Authorized to do business in the State of Illinois: Yes ☒ No ☐
- c. Names of all Officers of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)
<u>Hoxie P. Scott</u>	<u>President</u>
<u>Roger Attick</u>	<u>Vice President</u>
<u>Kenneth Geeslin</u>	<u>Vice President</u>
<u>Tony Martin</u>	<u>Vice President</u>
<u>Jerry Murphy</u>	<u>Vice President</u>
<u>John Quinn</u>	<u>Vice President and Treasurer</u>
<u>Charles W. Rau</u>	<u>Vice President</u>
<u>Arthur R. Roberts</u>	<u>Vice President</u>
<u>Steven D. Shannon</u>	<u>Vice President</u>

* Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Name (Print or Type)	Title (Print or Type)
<u>John R. Worthington</u>	<u>Secretary</u>
<u>C. Bolton-Smith, Jr.</u>	<u>Assistant Secretary</u>
<u>Lynn Carson</u>	<u>Assistant Secretary</u>
<u>Edward G. Freitag</u>	<u>Assistant Secretary</u>
<u>Richard Strom</u>	<u>Assistant Secretary</u>

Names of all Directors of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)
<u>Nate Davis</u>	<u> </u>
<u>Gary Parsons</u>	<u> </u>
<u>Michael Rowny</u>	<u> </u>
<u>Hoxie P. Scott</u>	<u> </u>

- 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
<u>MCI Telecommunications Corporation, a Delaware corporation</u>	<u> </u>	<u>Owns 100% of the stock of MCI Metro Access Trans- mission Services, Inc.</u>
<u>MCI Communications Corporation, a Delaware corporation</u>	<u> </u>	<u>Owns 100% of the shares of MCI Telecommunications Corporation</u>

- 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
British Telecommunications, Public Limited Company		20 %
		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% or more of the shares, the requirements of this Section I would be satisfied by the grantee/proposer enclosing, with his 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 grantee/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
	%
	%

Names Of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %

Section III.

Sole Proprietorships.

- a. The grantee/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)

- c. If the interest of a spouse or any other party is constructively controlled by another party 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 grantee/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

*Section V.**Not-For-Profit Corporations.*

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes [x] No []
- c. Names of all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Pursuant to Sections 2-154-010, 2-154-020, 2-154-030 and 2-154-040 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.

State of Illinois)
) SS:
County of Cook)

This undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules, is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made, nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signed) Steven D. Shannon
(Signature of Person
Making Statement)

Steven D. Shannon
Name of Person Making
Statement (Print or Type)

Vice President,
MCI Metro Access
Transmission Services, Inc.
(Title)

Subscribed to before me, this 11th
day of January A.D., 19 95.

(Signed) Janet McElligott
Notary Public Signature

[Official Seal]
Janet McElligott
Notary Public, State of Illinois
My commission expires August 1, 1998.

Exhibit "B".

Conduit Occupancy

License Agreement.

This License is entered into as of the ____ day of _____, 1995, by and between MCI Metro Access Transmission Services, Inc., having its principal place of business at 2250 Lakeside Boulevard, Richardson, Texas 75082 (herein called "Licensor") and City of Chicago, having an office at 121 North LaSalle Street, Chicago, Illinois 60602 (herein the "Licensee").

Whereas, Licensor owns and operates a conduit system located in part in the public ways in the City of Chicago, County of Cook, State of Illinois, said conduit system being more particularly described in (Sub)Exhibit A attached hereto and made a part hereof (herein the "Conduit System"); and

Whereas, Licensor and Licensee have separately entered into the Telecommunications Systems Use Agreement between the City of Chicago and MCI Metro Access Transmission Services, Inc. dated _____, 1995 (the "Use Agreement") in which, as a part of the Additional Consideration, Licensor has agreed to allow Licensee to place and maintain telecommunications facilities for traffic signaling and communications (herein "Licensee's Facilities") in portions of Licensor's Conduit System, under certain conditions as set forth herein, to the extent it may lawfully do so; and

Whereas, Licensor and Licensee desire to enter into a license agreement specific to the particular circumstances of this project only;

Now, Therefore, In consideration of the foregoing and of the mutual covenants provided herein, the parties agree as follows:

Scope Of Agreement.

1. Subject to the provisions of this License, Licensor hereby grants to Licensee the right to use that portion of its Conduit System consisting of the existing ATS conduit on the west side of LaSalle Street, from Jackson Boulevard to Randolph Street, as more specifically outlined on

(Sub)Exhibit A attached hereto and made a part hereof, for the placement of Licensee's Facilities. It is intended that Licensee shall use Licensee's Facilities solely for governmental, intergovernmental or public purposes only, and Licensee shall not have the right to dedicate, assign or lease Licensee's Facilities, or portions thereof, to any third party (except another governmental entity for a public purpose) during the term of this License Agreement without written permission of Licensor.

2. No use of Licensor's Conduit System pursuant to this License Agreement by Licensee or payment of any charges required under this License shall create or vest in Licensee any easements or other ownership of property rights of any nature in the Conduit System. Furthermore, this License shall not constitute an assignment of such rights as Licensor may have to use the public or private property upon which the Conduit System is located and Licensor may immediately terminate this License in the event Licensee's occupancy of the Conduit System is prohibited by property owners or by municipal or other public authorities.

3. Prior to the installation of its Facilities within the Conduit System located upon public/private property, Licensee shall obtain from the appropriate public and/or private authority any required authorization(s), permits or easements to install its Facilities within any portion of the Conduit System and provide to Licensor copies of such authorizations.

4. Licensor's right to maintain its Conduit System and to operate its Facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements is in no manner limited by this License.

5. Nothing contained in this License shall be construed to compel Licensor to construct, reconstruct, retain, extend, place or maintain its Conduit System for use by Licensee unless needed for Licensor's own service requirements.

6. Nothing contained in this License shall be construed as a limitation, restriction or prohibition against Licensor with respect to any agreement or arrangement which Licensor has heretofore entered into, or may in the future enter into, with others not parties to this License regarding the Conduit System covered by this License; however, Licensor agrees that the use and occupancy of the Conduit System by such other parties shall not interfere with Licensee's rights of occupancy granted pursuant to this License without Licensee's consent, such consent not to be unreasonably withheld.

7. The parties hereto shall at all times observe and comply with, and the provisions of this License are subject to, all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties hereto under this License, so long as such laws, ordinances or regulations remain in effect.

Term Of License.

8. This License shall become effective as of the day and year first above written and shall continue in effect until such time as it is terminated as provided herein, or by operation of law, or, if not so terminated, then for so long as the Use Agreement shall be in effect.

Relocation.

9. In the event Licensor is required for any reason to relocate its Conduit System, or any portion thereof, by any governmental authority or any agreements affecting the Conduit System, Licensee shall have the option to: (a) request the relocation of Licensee's Facilities along with Licensor's Conduit System and Licensee shall bear its prorata share of any and all costs attributable to such relocation, or (b) terminate this License. It is hereby agreed that Licensee's prorata share described in (a) above shall be calculated by multiplying Licensor's total cost of relocating the Conduit System by a fraction, the numerator of which shall be the number of cables Licensee has placed within the Conduit System, and the denominator of which shall be the total number of cables located within the Conduit System.

Construction And Maintenance.

10. No later than two weeks prior to Licensee's installation of its facilities within the Conduit System, Licensee shall provide to Licensor a copy of its construction design drawings (including any excess cable storage requirements) and installation schedule for Licensor's approval. Approval of the drawings, cable storage requirements and schedule are to be coordinated with Licensor's Outside Plant Engineering Department located at Licensor's 2250 Lakeside Boulevard, Richardson, Texas 75082-4381 (Office Phone No. (800) 933-3789). No later than sixty (60) days following completion of the installation of Licensee's Facilities, Licensee shall deliver five (5) copies of preliminary as-built drawings to Licensor, including general information regarding route description, type of construction, manhole locations, splice locations and distance involved. No later than six (6) months following completion of the installation of Licensee's Facilities, Licensee shall deliver to Licensor five (5) final as-built drawings including general information regarding route description, type of construction, manhole locations, splice locations and distance involved.

11. Licensee shall, at its own expense, during the term of this License, install and maintain its Facilities covered by this License in a safe condition acceptable to Licensor so as not to physically conflict or electrically interfere with the facilities placed therein by Licensor or others. Licensee's Facilities shall be placed and maintained in accordance

with the requirements and specifications set forth in Appendix I attached hereto and made a part hereof.

12. Licensee shall notify Licensor ten (10) days in advance by calling Licensor's Manager, ATS Outside Plant Engineering at (800) 933-3789 before any construction, installation, repair or maintenance of its Facilities, except for emergencies as set forth below. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manholes/handholes only when an authorized employee or agent of Licensor is present. Licensor's authorized employee or agent shall have the authority, without subjecting Licensor to any liability, to suspend Licensee's work operations in and around Licensor's manholes if, in the sole reasonable discretion of said employee or agent, any hazardous conditions arise or any unsafe practices (including unsafe practices which may threaten the integrity of Licensor's facilities) are being followed by Licensee's employees, agents or contractors. The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around Licensor's manholes/handholes in a safe and workmanlike manner.

13. In the event of an emergency, Licensee shall as soon as practicable notify Licensor by telephone or fax communication at its ATS Network Management Center (Phone No. (800) 388-5157) prior to performing whatever repair and maintenance is necessary to correct the emergency situation. Licensor shall, within four (4) hours of notification of trouble-reporting, be on site.

14. If any part of Licensee's Facilities is not placed and maintained in accordance with the terms and conditions set forth in this License and Licensee has not corrected the violation within thirty (30) days from receipt of written notice thereof from Licensor, then, in such event, Licensor may, at its option, correct said condition and notify Licensee in writing prior to performing such work. However, in the event such conditions pose an immediate threat to the safety of Licensor's employees or the public, interfere with the performance of Licensor's service obligations, or pose an immediate threat to the physical integrity of Licensor's facilities, Licensor may perform such work and/or take such action that it deems necessary without first giving written notice to Licensee and without subjecting itself to any liability for damage to Licensee's Facilities or for any interruption of Licensee's services. In such event, Licensor shall advise Licensee by telephone as soon as practicable. As soon as practicable thereafter, Licensor will advise Licensee in writing of the work performed or the action taken. Licensee shall be responsible for all expenses incurred by Licensor associated with any work or action performed by Licensor pursuant hereto and shall reimburse Licensor within thirty (30) days from its receipt of Licensor's invoice therefor.

15. Licensor reserves the right to make periodic inspections of any part of Licensee's Facilities located within or attached to Licensor's Conduit

System; provided, however, that Licensee shall have the right to have one or more of its employees or representatives present during the time of any such inspection. Licensor shall give Licensee advance written notice of such inspections, except in those instances where, in the sole reasonable judgment of Licensor, safety considerations justify the need for such an inspection without the delay of providing written notice. The making of periodic inspections or the failure to do so shall not operate to impose upon Licensor any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this License.

Fees And Charges.

16. Occupancy Fees: This License Agreement is part of the consideration for the Use Agreement. As a consequence of the mutual rights and obligations granted therein, there shall be no annual cost per foot for conduit occupancy pursuant to this License Agreement.

17. Other Fees: Fees will be charged for all work performed by Licensor or its authorized representative in connection with furnishing the Conduit System accommodations as covered by this License and shall be based upon the Licensor's full cost, plus fifteen percent (15%) of such amount. Such charges will include, but not be limited to, make-ready work, inspection and removal of Licensee's Facilities and, at the option of Licensor, maintenance work. Licensee shall make payment to Licensor within thirty (30) days from its receipt of Licensor's invoice therefor.

Liability And Indemnification.

18. Licensor shall exercise reasonable caution to avoid damaging Licensee's Facilities and shall make a report to Licensee as soon as is practicable of any and all damage caused by Licensor's employees, agents or contractors or others using the Conduit System. Licensor agrees to reimburse Licensee for all reasonable, actual and direct costs incurred by Licensee for the physical repair of its Facilities damaged by Licensor, its contractors, employees or agents or other licensees using the Conduit System.

19. Licensee shall exercise reasonable caution to avoid damaging Licensor's facilities or the facilities of other licensees and Licensee shall make a report to Licensor as soon as is practicable of any and all damage caused by Licensee's employees, agents or contractors to Licensor's facilities or the facilities of other licensees. Licensee agrees to reimburse Licensor or other licensees of the Conduit System for all reasonable, actual and direct costs incurred by Licensor or such other licensees for the physical repair of facilities used by Licensor or such other licensees damaged by Licensee, its employees, its contractors or agents.

20. Licensee agrees to indemnify, defend and hold harmless Licensor, its officers, directors and employees from any and all suits or actions brought against them, or any of them, by third parties (including other licensees) based on any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Licensor or other licensees using the Conduit System sustained in connection with or arising or resulting from (but only to the proportionate extent of) negligent acts or omissions by Licensee in exercising its rights granted herein. Licensor shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation to Licensee, in which case Licensee shall pay the reasonable legal expenses of Licensor. The foregoing obligations shall not apply in the event that Licensee's contractor agrees in writing to defend and indemnify Licensor on terms comparable to the terms set forth in this Paragraph 20.

21. Licensor agrees to indemnify, defend and hold harmless Licensee, its officials, agents and employees from any all suits or actions brought against them, or any of them, by third parties (including other licensees) based on any injury or alleged injury (including death) to any person, or damage, or alleged damage, to property of Licensee sustained in connection with or arising or resulting from (but only to the proportionate extent of) the negligent acts or omissions of Licensor or other licensees with respect to or affecting Licensee's Facilities located in the Conduit System. Licensee shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation to Licensor, in which case Licensor shall pay the reasonable legal expenses of Licensee.

22. Notwithstanding the provisions of Paragraphs 18 through 21, neither party shall be liable to the other for indirect or consequential damages, including, but not limited to, any interruption of service or for any loss of revenues resulting therefrom, whether caused by the negligence of either party or not. Nothing in the provisions of Paragraphs 18 through 21 shall constitute a waiver as to any immunities to which either party is entitled under law as to any third party or a waiver of any such immunities as to either party as among themselves beyond what is stated in said paragraphs.

Termination.

23. This License may terminate at any time upon written mutual agreement of the parties hereto.

24. Licensee may terminate this License upon giving ninety (90) days prior written notice to the other party. Any such termination shall not diminish the consideration given under the Use Agreement.

25. If at any time Licensee fails or refuses to perform any of the material covenants or conditions contained in this License, or fails to commence to cure a failure to perform where such performance is not possible within thirty (30) days, and such failure or refusal shall continue for thirty (30) days after receipt of written notice by Licensee from Licensor, then Licensor, at its election and upon ten (10) days advance written notice, may revoke this License. The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

26. Upon termination of this License for any reason, Licensee shall remove its Facilities within thirty (30) days following such termination. In the event Licensee fails to remove its Facilities within such thirty (30) day period, said Facilities shall be deemed abandoned and Licensor, at its sole discretion and without liability, shall remove the Facilities and Licensee shall reimburse Licensor for all costs associated with such removal.

27. Termination of this License shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

Insurance.

28. Licensee shall carry comprehensive or commercial general liability insurance together with coverage for contractual liability, said policy to be issued by an insurance carrier satisfactory to Licensor. The amounts of such insurance shall be in the amount of not less than \$1,000,000 as to any one occurrence and \$2,000,000 general aggregate. Licensee shall also carry such insurance as will protect it from all claims under any Workers Compensation Law in effect that may be applicable to it. Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this License and that it will not cancel or change any such policy of insurance to Licensee except after thirty (30) days written notice to Licensor.

29. The required minimum limits of coverage shown above do not limit or diminish Licensee's liability under this License.

30. Licensee shall submit to Licensor a standard "Accord" insurance certificate (or comparable form acceptable to Licensor) signed by an authorized representative of its insurance company, certifying that the insurance coverage required hereunder is in effect for the purposes of this License. Said insurance certificate shall certify that no material

alteration, modification or termination of such coverage shall be effective without at least thirty (30) days advance written notice to Licensor.

31. All policies (excluding workers' compensation) shall name Licensor, its subsidiaries and affiliates, as additional insureds.

32. Licensee's insurers shall waive all rights of recovery against Licensor for any injuries to persons or damage to property in the execution of work performed under this License.

33. Licensee shall permit any authorized representative of Licensor to examine Licensee's original insurance policies should Licensor so reasonably request. Should Licensee at any time neglect or refuse to provide the insurance required herein, or should such insurance be canceled or non-renewed, Licensor shall have the right to terminate this License or secure substitute coverages and Licensee shall reimburse Licensor for all expenses and premium paid in connection therewith.

34. All insurance required in accordance with this License must be effective before Licensor will authorize Licensee's installation of its Facilities within the Conduit System and shall remain in force until such time as this License has terminated and such Facilities have either been removed from the Conduit System or abandoned by Licensee.

35. A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits required under this License.

36. Notwithstanding anything to the contrary contained in, and in lieu of the provisions of Sections 28 through 32 above, Licensee shall have the right to self-insure for the insurance requirements specified in Section 28. In the event of such self-insurance (a) Licensee's installation contractor shall name Licensor as an additional insured for the type, limits and amount of coverage described in Section 28, and (b) Licensee shall bear all risk of loss for any loss connected with Licensee's operation and maintenance of Licensee's Facilities in the Conduit System which would be covered under coverages consistent with the 1986 ISO Commercial Liability forms for the type and the limits described in Sections 28 and 31 as though the above insurance coverages described in Sections 28 and 31 were in place.

Notices.

37. All notices and other communications to be given pursuant to this License shall be deemed to have been duly given (i) if personally delivered to the person being served or to an officer of the corporate party being served; (ii) if mailed by United States certified mail, return receipt requested, postage prepaid; or (iii) if delivered by overnight carrier, delivery receipt requested to the parties at the following addresses:

Licensors:

MCI Metro Access Transmission Services, Inc.
2400 North Glenville Drive
Richardson, Texas 75082
Attention: President

With A Copy To:

MCI Telecommunications Corporation
2400 North Glenville Drive
Richardson, Texas 75082
Attention: Office of the General Counsel

Licensee:

Department of Transportation
Room 502
City of Chicago
320 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

Department of Revenue
Room 107
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

Department of Streets and Sanitation
Room 700
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

and

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

or at such other address as the parties hereto may specify from time to time by written notice delivered in accordance herewith.

General Provisions.

38. **Liens and Encumbrances:** Pursuant to this License Agreement, Licensee has no power, authority or right to create and will not permit any lien or encumbrance, including, without limitation, tax liens, mechanics liens, or other liens or encumbrances with respect to work performed or equipment furnished, in connection with the installation, repair, maintenance or operation of its Facilities installed within the Conduit System.

39. **Governing Law:** This License shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its choice of law principles.

40. **Severability:** In the event that any one or more of the clauses, covenants or provisions contained in this License should be held to be unenforceable under any Federal, State or City law, statute, code, administrative or regulatory rule, such invalidity or unenforceability shall not affect the remainder of this License, which shall remain in full force and effect.

41. **Binding Effect:** This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

42. **Implementation:** The parties agree to reasonably and mutually co-operate to implement the terms of this License and to do all such things consistent with the terms of this License as may be reasonably contemplated or otherwise necessary to carry out its purpose.

In Witness Whereof, The parties hereto have executed this License as of the day and year first above written.

Attest:

MCI Metro Access Transmission
Services, Inc. (Licensor)

By: _____

Vice President

Attest:

City of Chicago (Licensee)

By: _____
City Clerk,
City of Chicago

By: _____
Judith Rice,
Director of the Department
of Revenue

By: _____
Joseph Boyle,
Commissioner of the Department
of Transportation

By: _____
Eileen Carey,
Commissioner of the Department
of Streets and Sanitation

(Sub)Exhibit "A" referred to in this Conduit Occupancy License Agreement and Appendix I included therein read as follows:

(Sub)Exhibit "A".
(To Conduit Occupancy License Agreement)

Description of Licensor's Conduit System.

Description of area within the Conduit System being occupied by Licensee.

Include exact location (including City, County and State), number of feet being licensed within the Conduit System, location of manholes, et cetera, et cetera.

Drawing can be added to this (sub)exhibit, if needed.

Appendix I.

This Appendix I contains minimum requirements and specifications governing the occupancy of MCI Metro Access Transmission Services, Inc.'s Conduit System.

General.

1. Licensee's facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the National Electrical Code (N.E.C.), the National Electrical Safety Code (N.E.S.C.), the rules and regulations of the Occupational Safety and Health Act (O.S.H.A.), all of which are incorporated by reference into this Appendix I, and of any governing authority having jurisdiction over the subject matter. Where difference in specifications may exist, the more stringent shall apply.

2. All requirements of the National Electrical Safety Code referred to herein shall mean the current Edition of such code and shall include any additional requirements of any applicable federal, state, county or municipal code or regulatory body with jurisdiction over Licensors. References to either the Safety Code, or to N.E.S.C., have the same meaning.

3. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensors reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix I. In such cases, Licensors will in its discretion furnish to Licensee written material which will specify and explain the required construction.

Electrical Design Specifications.

4. No cable, equipment or facility of Licensee shall be permitted in Licensors's conduit system if such cable, equipment or facility by its design could cause electrical interference on Licensors's facilities. If electrical interference is caused by any of Licensee's cable, equipment or facilities, such interference shall be removed at the expense of Licensee.

5. Licensee's cable, equipment and facilities shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

6. Normal voltages carried in Licensee's cable shall not exceed 50 Volts AC (rms) to ground or 135 Volts DC to ground except for momentary signalling and control voltages or as permitted by Paragraphs 7 and 8 following in these cases, the cable shall include an effectively grounded sheath or shield.

7. Cable and facilities of Licensee carrying voltages and currents permitted for Class 2 signal circuits by the National Electrical Code will be considered suitable for occupancy of ducts containing Licensors's facilities.

8. Licensee's cable, equipment and facilities exceeding the voltage and current limitations of Paragraphs 6 and 7 of this Appendix I, but not exceeding the limitations of voltage and current prescribed by the National Electrical Safety Code, will be permitted in Licensor's conduit system but such cable shall not be permitted to occupy the same duct as facilities conforming to said Paragraphs 6 and 7 of this Appendix I.

9. [Omitted.]

10. Licensee's cable, equipment and facilities shall be compatible with Licensor's facilities so as not to damage any facilities of Licensor by corrosion or otherwise.

Physical Design Specifications.

11. New construction splices in Licensee's cables shall be located only in manholes, pull boxes or handholes.

12. The maximum permissible diameter of any cable of Licensee and the number of cables of Licensee to be placed in any of Licensor's ducts must be approved prior to construction by Licensor based upon the size and shape of the duct and the size of the existing cable or number of innerducts located with the duct.

To the extent practicable, Licensee's installation of innerduct or cable within any vacant, or partially vacant, duct shall include the installation, at Licensee's cost, of two (2) additional one-inch (1") innerducts for Licensor's sole use and title to any such innerduct(s) shall automatically vest in Licensor upon installation.

13. Where Licensee's duct physically connects with Licensor's manhole, the section of duct which connects with the manhole shall be installed by Licensor or its contractor at Licensee's expense.

14. If Licensee constructs a duct which connects to any of Licensor's manholes, such duct shall be sealed against the entry of gases or liquids at the opening to the manhole, and if Licensee's duct enters a building it shall be sealed at the entry to the building.

Work Rules.

15. Licensor's manholes shall be opened only as authorized by and in the presence of Licensor's authorized representative.

16. [Omitted.]

17. Licensee shall notify Licensor two (2) days in advance of any work operation requiring entry into any Licensor's manholes provided, however, that a particular notice requirement may be waived by Licensor upon Licensee's request.

18. Clearing obstructions, repairs, dig-ups and any other work required to make a duct usable for the initial placing of Licensee's cable shall be done by Licensor or its approved contractor at Licensee's expense.

19. Licensee's cable shall be removed from or changed in Licensor's conduit system only when specific authorization for the work to be performed and approval of the person, firm or corporation that will perform the work has been obtained in advance from Licensor. Licensor retains the right to specify what, if any, work shall be performed by Licensor.

20. Rodding of ducts in Licensor's conduit system shall be done only when specific authorization for the work to be performed and approval of the person, firm or corporation that will perform the work has been obtained in writing in advance from Licensor. Licensor retains the right to specify what, if any, work shall be performed by Licensor.

21. Licensee's workmen shall not climb or step on Licensor's cables, air pipes or equipment located in Licensor's manholes.

22. Upon completion of work in Licensor's manholes, Licensee shall remove all of its tools, unused materials, wire clippings, cable sheathing and any other similar matter.

23. All of Licensee's cables, equipment and facilities shall be firmly secured and supported to the satisfaction of Licensor's authorized representative.

24. All of Licensee's cables, equipment and facilities shall be plainly identified in each manhole with a firmly affixed tag of a type and wording satisfactory to Licensor.

25. Where manholes must be pumped in order to allow Licensee's work operations to proceed, pumping shall be done by Licensee or its contractor at Licensee's expense.

26. Licensee's employees, agents or contractors shall not use work platforms, supports or planks which would be placed upon or lashed to any of Licensor's cable or equipment.

27. Any leak detection liquid or device used by Licensee's agents, employees or contractors shall be of a type approved in writing by Licensor.

28. When Licensee, its agents, employees or contractors are working in or around any part of Licensor's conduit system located in the streets, alleys, highways, or other public right-of-way, the protection of persons and property shall be provided by Licensee in an adequate and satisfactory manner. Licensee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs and other similar devices to protect all traffic, persons and property around the work area from danger.

29. Licensee, its agents, employees or contractors, when working in or around Licensor's manholes, shall be responsible for testing the manhole atmosphere and providing continuous ventilation in accordance with the minimum standards furnished to Licensee by Licensor.

30. Except for protective screens, no cover shall be placed over an open manhole unless it is at least four (4) feet above the surface level of the manhole opening.

31. Smoking or the use of a flame in Licensor's manholes shall not be permitted.

32. When artificial lighting is required in Licensor's manholes, only explosion-proof lighting of a type approved in writing by Licensor shall be used.

33. Licensee shall not allow the accumulation of any combustible material in Licensor's manholes during Licensee's work operations.

34. Spark-producing equipment tools or devices, such as meggers, breakdown sets, electric drills, electric hammers and induction sets shall not be allowed in manholes.

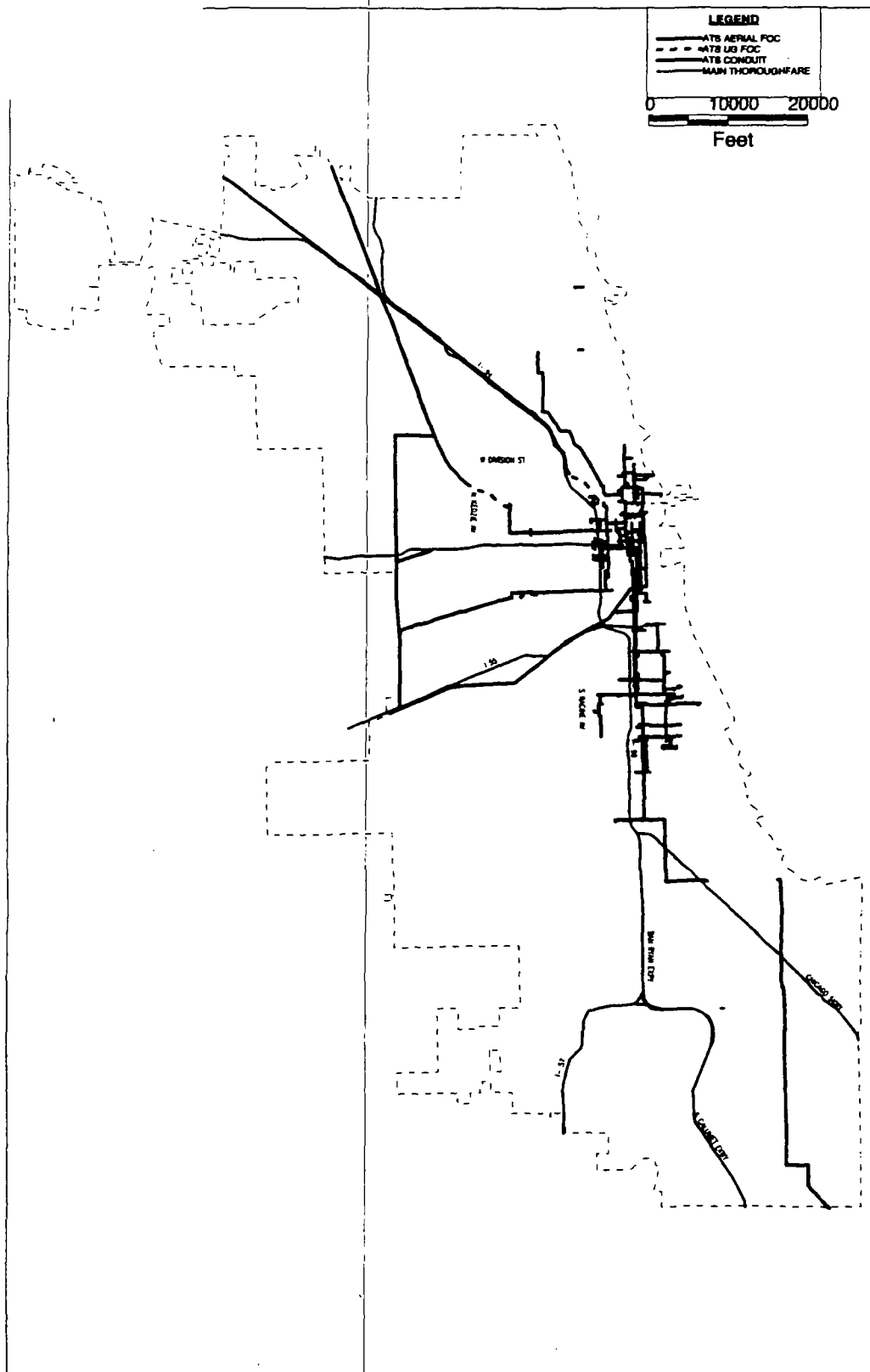
35. Cable lubricants used by Licensee in Licensor's conduit system shall be of a type approved in writing by Licensor.

36. All cables placed in ducts or conduits by Licensee shall be tagged with Licensee's name, and no cables so placed shall be used to carry currents or electricity for lighting or power purposes.

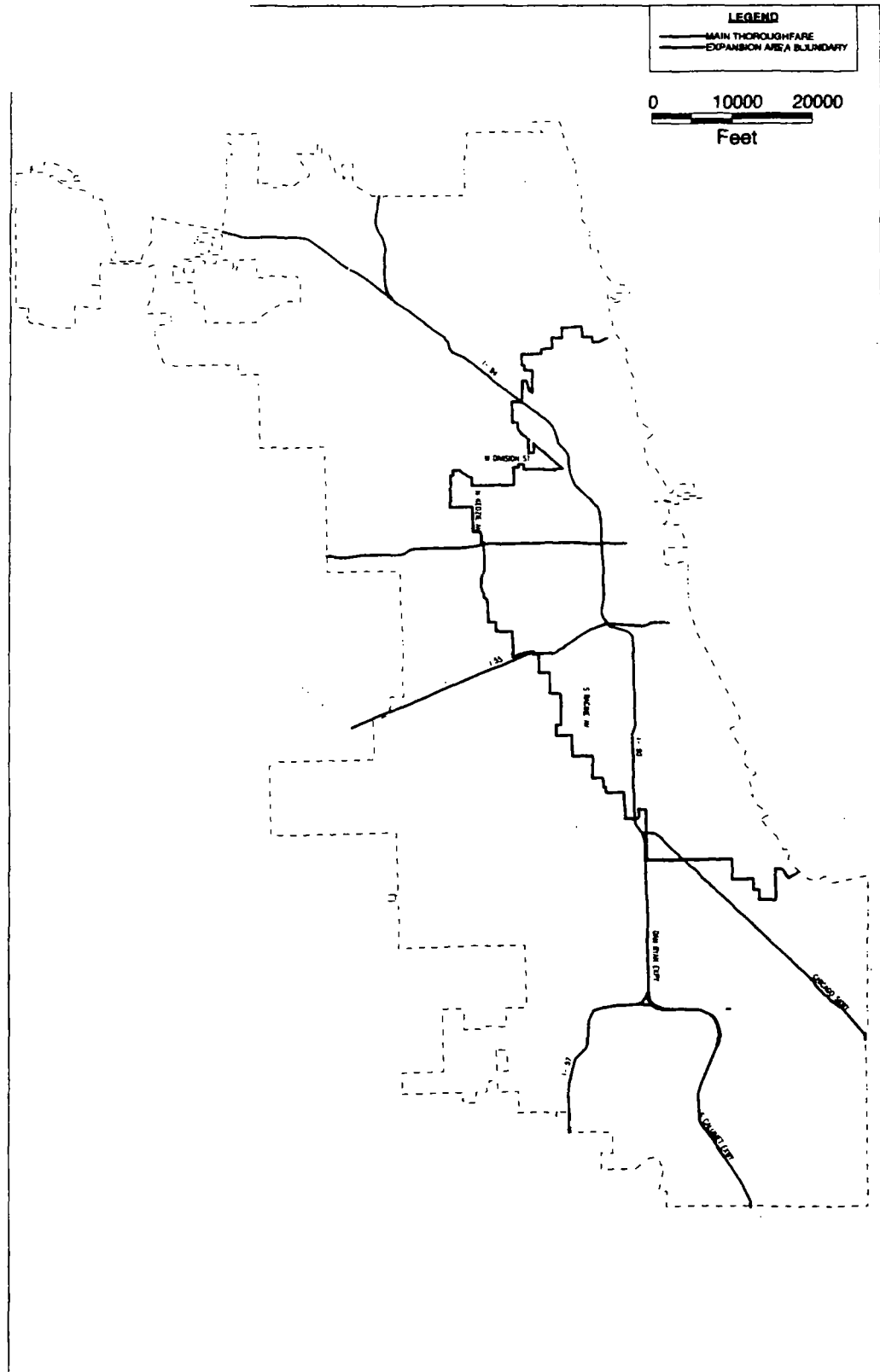
Emergency Conditions.

37. Licensee shall immediately notify Licensor at its ATS Network Management Center (Phone No. (800) 388-5157) prior to performing whatever repair and maintenance is necessary to correct the emergency situation.

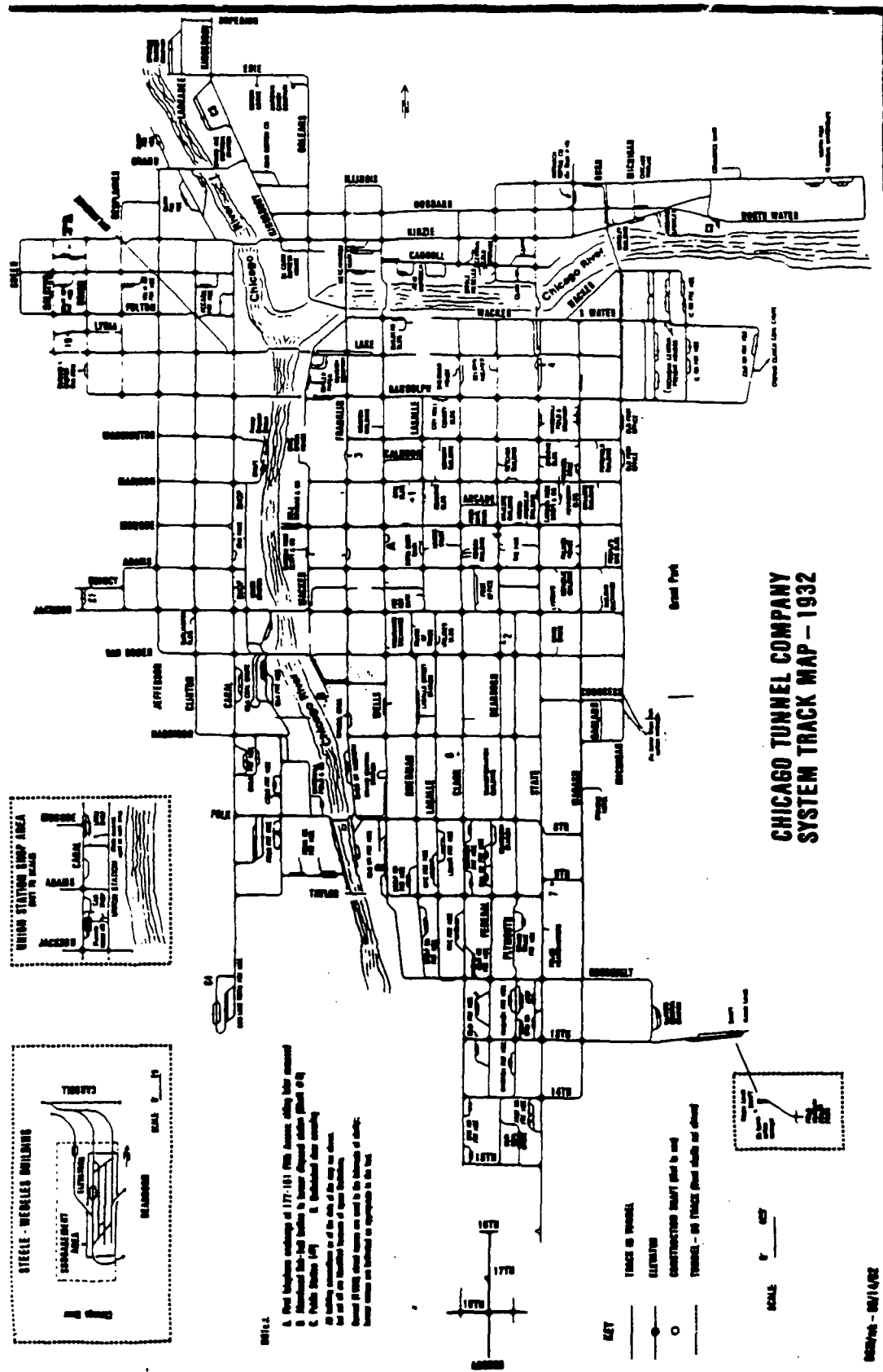
(Sub)Exhibit 1(A).
(To Telecommunications Systems Use Agreement)



(Sub)Exhibit 1(B).
(To Telecommunications Systems Use Agreement)



(Sub)Exhibit 2.
(To Telecommunications Systems Use Agreement)



(Sub)Exhibit 4.
(To Telecommunications Systems Use Agreement)

Issue Date _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____
 Address: _____ RFP #: _____
 (NUMBER & STREET) Project #: _____
 (CITY) (STATE) (ZIP) Contract #: _____

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy terms as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Effective Date	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims Made ☐ Occurrence ☐ Premises - Operations ☐ Explosion/Collapse Underground ☐ Products/Completed - Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution					CGL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability (Any Auto)					CGL Per Occurrence \$ _____
☐ Excess Liability ☐ Umbrella Liability					Each Occurrence \$ _____
Workers' Compensation and Employer's Liability					Statutory/Minimum Employers Liability \$ _____
Builders' Risk/Courses of Construction					Amount of Contract
Professional Liability					\$ _____
Owner Contractors Protective					\$ _____
Other					

- a) Each insurance policy required by the agreement, including policies for workers' compensation and professional liability, will read:
 "The City of Chicago is an additional insured as respects operations and earnings of, or on behalf of the named insured, performed under contract with or person from the City of Chicago".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.
- c) Workers' Compensation and Property Insurer shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by the certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Makers of Notes	
Certificate Holder/Additional Insured	Authorized Rep
City of Chicago	Agency/Company
Dept. of Purchasing	Address
121 N. LaSalle, #403	Telephone
Chicago, IL 60602	

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 March 9, 1995) 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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

Mr. Elfego Aguilera.

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

SECTION 1. Permission and authority are hereby given and granted to Elfego Aguilera, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an overhead bridge above the existing alley adjacent to the premises known as 918 North Ashland Avenue. Said bridge will link three (3) buildings with brick garage at second floor to be constructed no less than fourteen (14) feet, six (6) inches from surface of the alley. Bridge will span the north/south sixteen (16) foot public alley between North Ashland Avenue and North Marshfield Avenue. Bridge shall be sixteen (16) feet in length and twelve (12) feet in width, for a total of one hundred ninety-two (192) square feet. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall 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 its property, 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 way 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any

act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67770 of this Journal.]

Americold.

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

SECTION 1. Permission and authority are hereby given and granted to Americold, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track that originates from within the premises at 1526 South State Street, thence traveling over and across South Dearborn Street on a steel bridge or viaduct, two hundred twelve (212) feet north of the north line of West 16th Street for a period of five (5) years from and after March 31, 1995.

(Continued on page 67771)

(Continued from page 67769)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall 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 its property, 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 way 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67774 of this Journal.]

Beverly Bank.

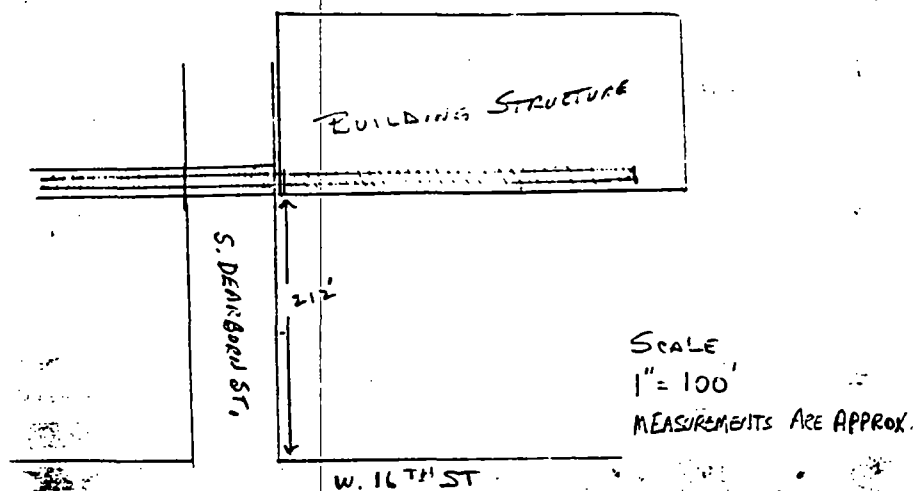
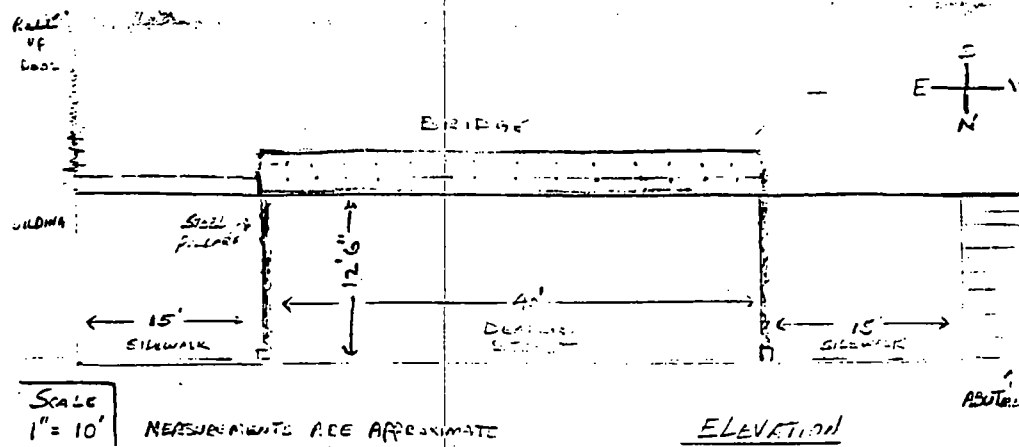
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Beverly Bank, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one (1) story concrete covered pedestrian bridge over West 103rd Place, between South Charles Street and South Loomis Street, connecting the premises at 1357 West 103rd Street with the premises at 10330 South Loomis Street. Dimensions shall not exceed forty-three (43) feet in length, seven (7) feet in width and ten (10) feet in height, with a minimum clearance of twelve (12) feet, six (6) inches above surface of the street. Authority herein granted for a period of five (5) years from and after April 9, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 67775)

Ordinance associated with this drawing printed on
pages 67769 through 67773 of this Journal.



CHICAGO COLD STORAGE
1620 SOUTH STATE STREET
CHICAGO, IL 60605

(Continued from page 67773)

SECTION 2. The grantee shall 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 its property, 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 way 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

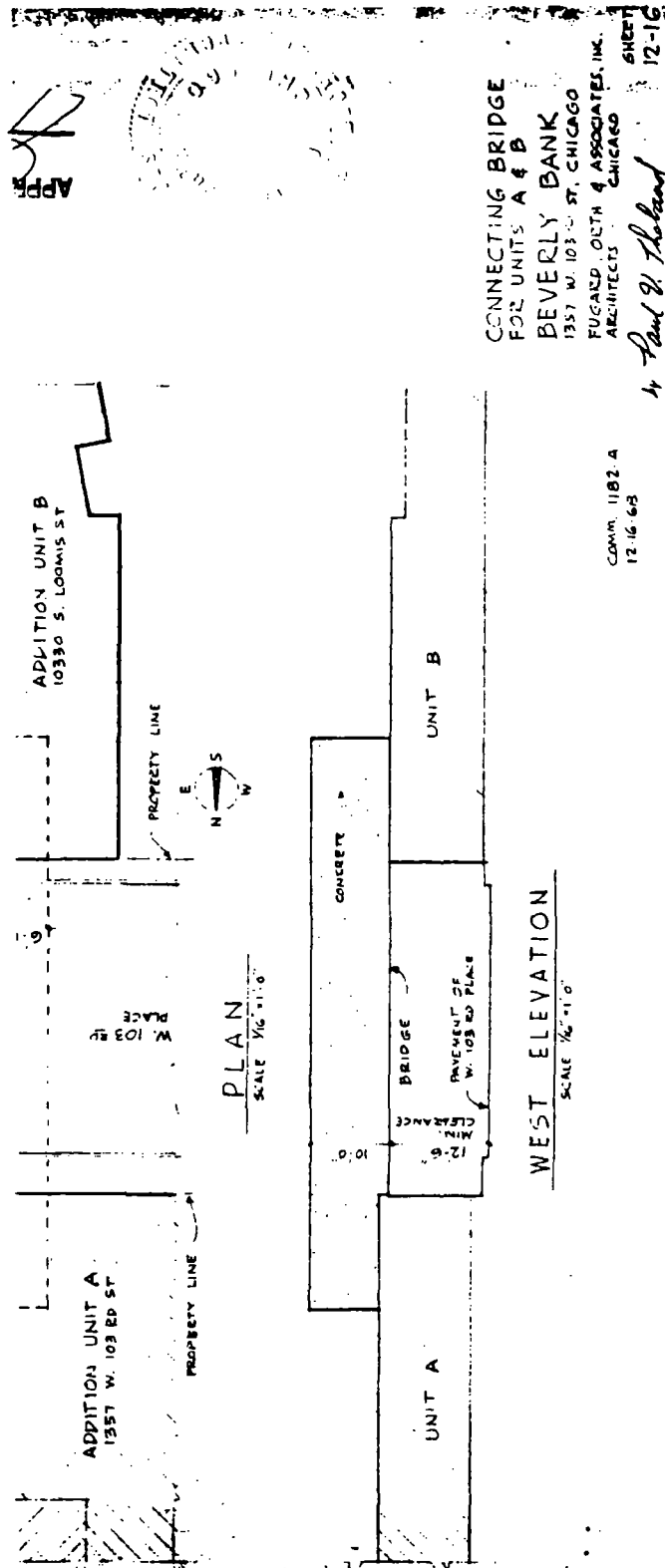
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67777 of this Journal.]

Ordinance associated with this drawing printed on
pages 67773 through 67776 of this Journal.



Doral Plaza Associates Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to Doral Plaza Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use a diesel generator and fuel tank on Lower East Lake Street adjacent to the premises known as 155 North Michigan Avenue (Doral Plaza -- Lower Level). Diesel generator and enclosure shall be seventeen (17) feet, three (3) inches in length and nine (9) feet, six (6) inches in width for a total of one hundred sixty-six (166) square feet. Diesel fuel tank shall be eleven (11) feet, three (3) inches in length and eight (8) feet in width for a total of ninety (90) square feet. Said equipment shall be located on the concrete driveway between the building wall and the curb of Lower East Lake Street. Generator is to be installed for the purpose of supplying power to maintain telephone service in the event of a disaster. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Fifty-one and no/100 Dollars (\$451.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or

employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67781 of this Journal.]

Enamelers & Japanners.

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

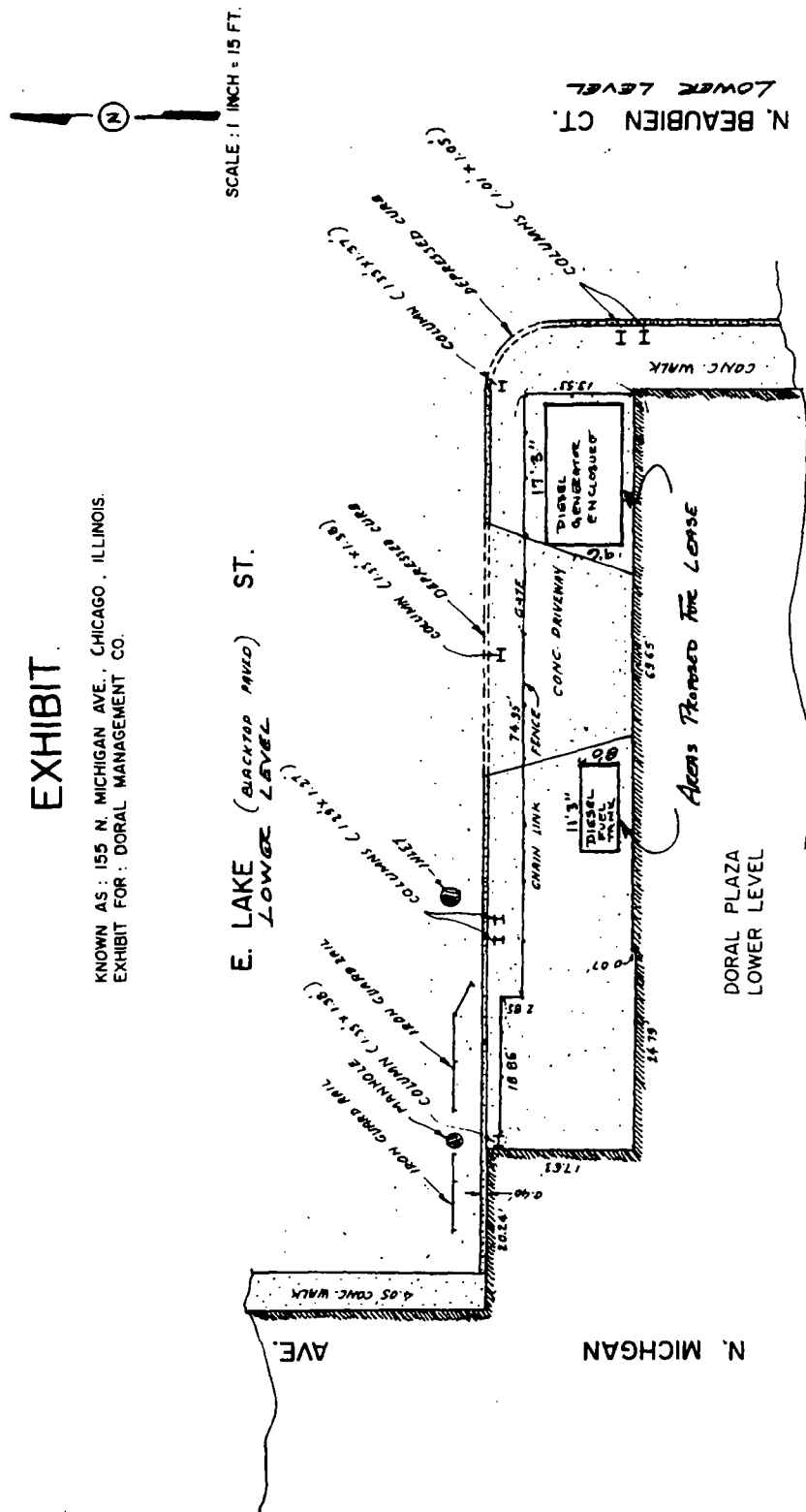
SECTION 1. Permission and authority are hereby given and granted to Enamelers & Japanners, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an inspection manhole adjacent to the premises known as 3917 North Elston Avenue. Manhole shall be forty-eight (48) inches in diameter and installed in the sidewalk along North Elston Avenue. Manhole is to be used for inspection by the Metropolitan Water Reclamation District. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 67782)

Ordinance associated with this drawing printed on pages
67778 through 67780 of this Journal.

EXHIBIT

KNOWN AS : 155 N. MICHIGAN AVE., CHICAGO, ILLINOIS.
EXHIBIT FOR : DORAL MANAGEMENT CO.



SURVEY NO. N-119151 SURVEY DATE: JAN. 26, 1951

NATIONAL SURVEY SERVICE, INC.
ENGINEERS AND LAND SURVEYORS
126 W. GRAND AVE. 312.944.3450 CHICAGO, ILL. 60610

(Continued from page 67780)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall 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 its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including

pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such

permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67785 of this Journal.]

Garland Realty Associates, Ltd.

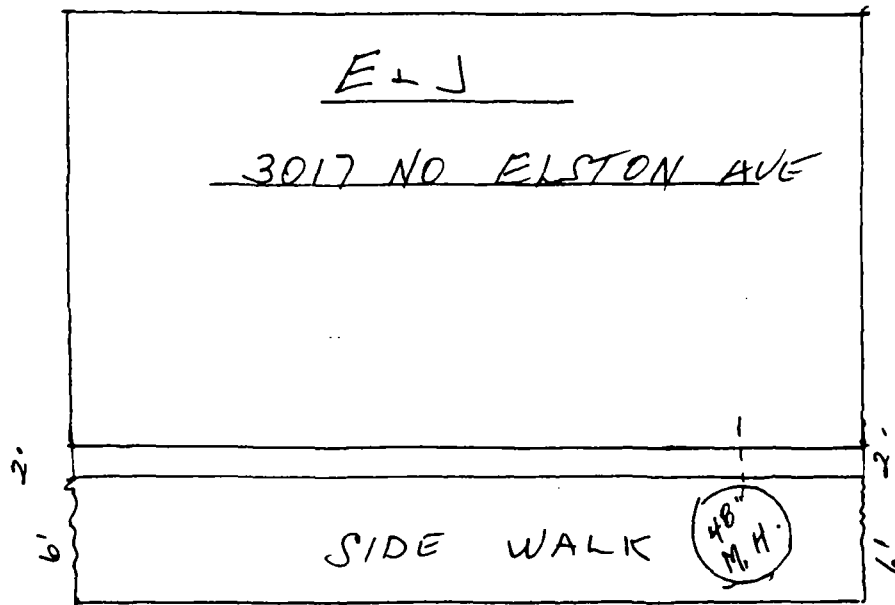
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Garland Realty Associates, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use a decorative granite pylon on the East Washington Street sidewalk adjacent to 111 North Wabash Avenue. Said triangular pylon shall be approximately ten (10) feet in height and one (1) foot one each side for a period of five (5) years from and after December 3, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 67786)

Ordinance associated with this drawing printed on pages
67780 through 67784 of this Journal.



Man Hole

(Continued from page 67784)

SECTION 2. The grantee shall 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 its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

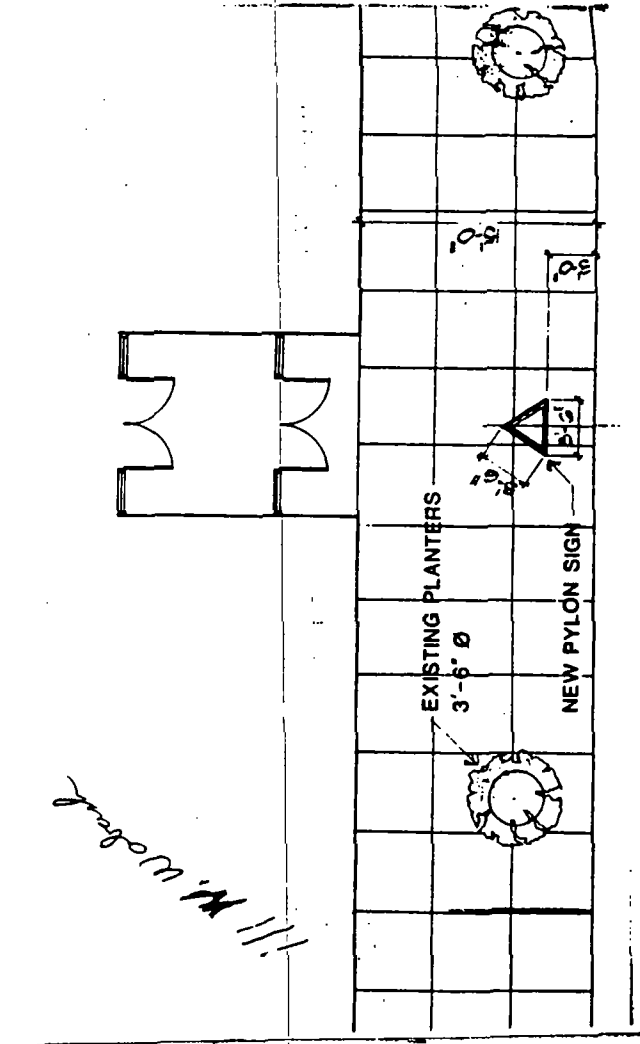
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67788 of this Journal.]

Ordinance associated with this drawing printed on pages
67784 through 67787 of this Journal.



*LaSalle National Bank, As Trustee, Under Trust
Number 110441.*

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee, under Trust Number 110441, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a three (3) manhole grease separator in the public right-of-way adjacent to its property located at 175 North State Street. Said grease trap shall be located in the public way of North State Street approximately ninety-six (96) feet south of the West Lake Street curb line. Dimensions of said grease separator shall be ten (10) feet in length, five (5) feet in width, and eight (8) feet, six (6) inches in depth for a total of fifty (50) square feet. Each manhole cover shall be two (2) feet in diameter. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after June 5, 1992.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall 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 its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any

act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67792 of this Journal.]

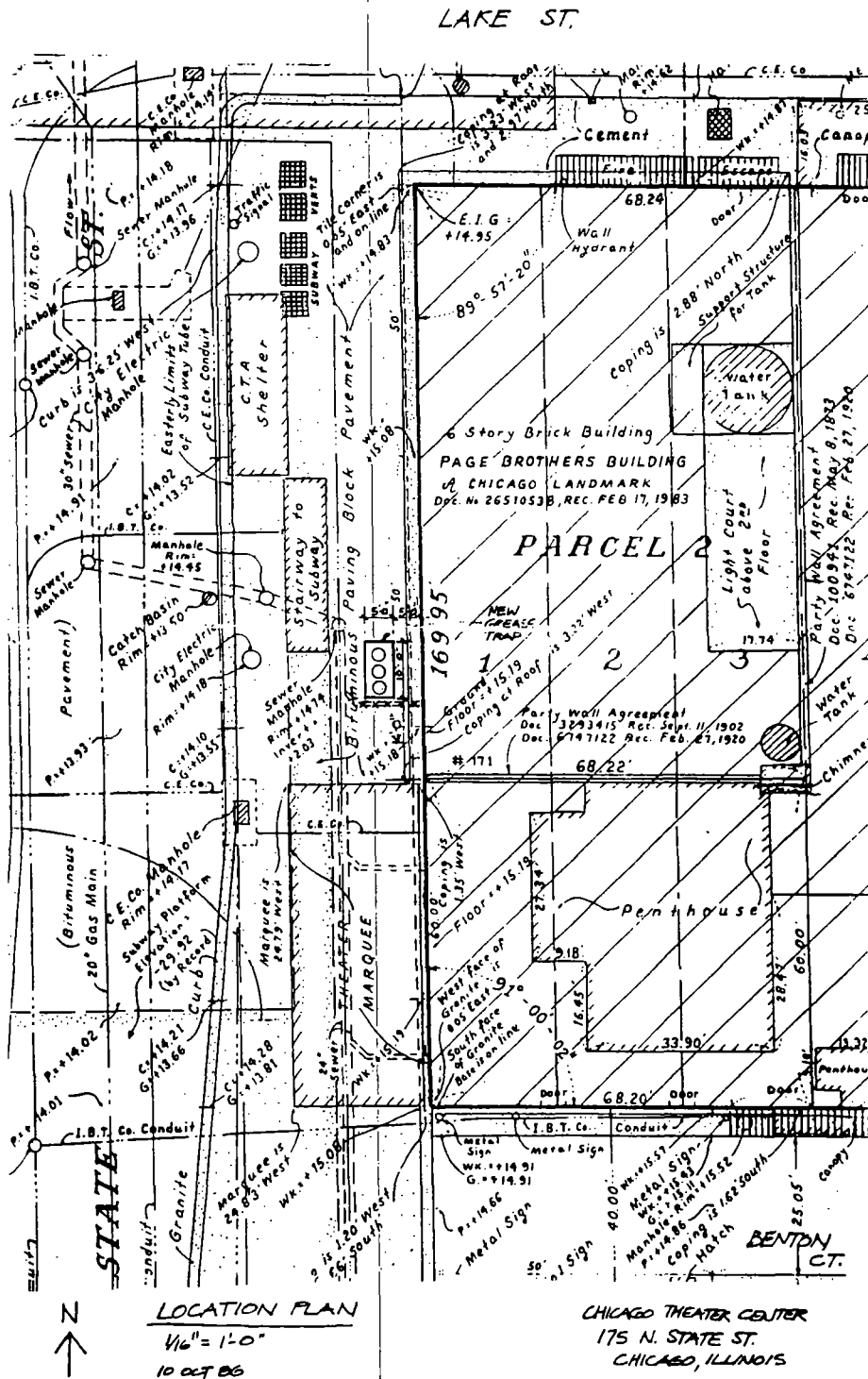
Loyola University Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a conduit in the public right-of-way adjacent to the premises known as 6313 North Winthrop Avenue. Said conduit shall be four (4) inches in diameter and be installed in the north/south alley between North Winthrop Avenue and North Kenmore Avenue for a total of seventy-five (75) feet, and buried in a trench thirty (30)

(Continued on page 67793)

Ordinance associated with this drawing printed on
pages 67789 through 67791 of this Journal.



(Continued from page 67791)

inches deep and one (1) foot wide. Conduit will contain fiber optic cable for Loyola University Telecommunications. This ordinance does not authorize grantee (Loyola University of Chicago) the use of the public way for a cable television system or to sell, lease, release, exchange or re-sell telecommunication services to third parties. Authority herein granted for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall 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 its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the

grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued

by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67796 of this Journal.]

*SMG, Inc. (Doing Business As Scott
Peterson And Company).*

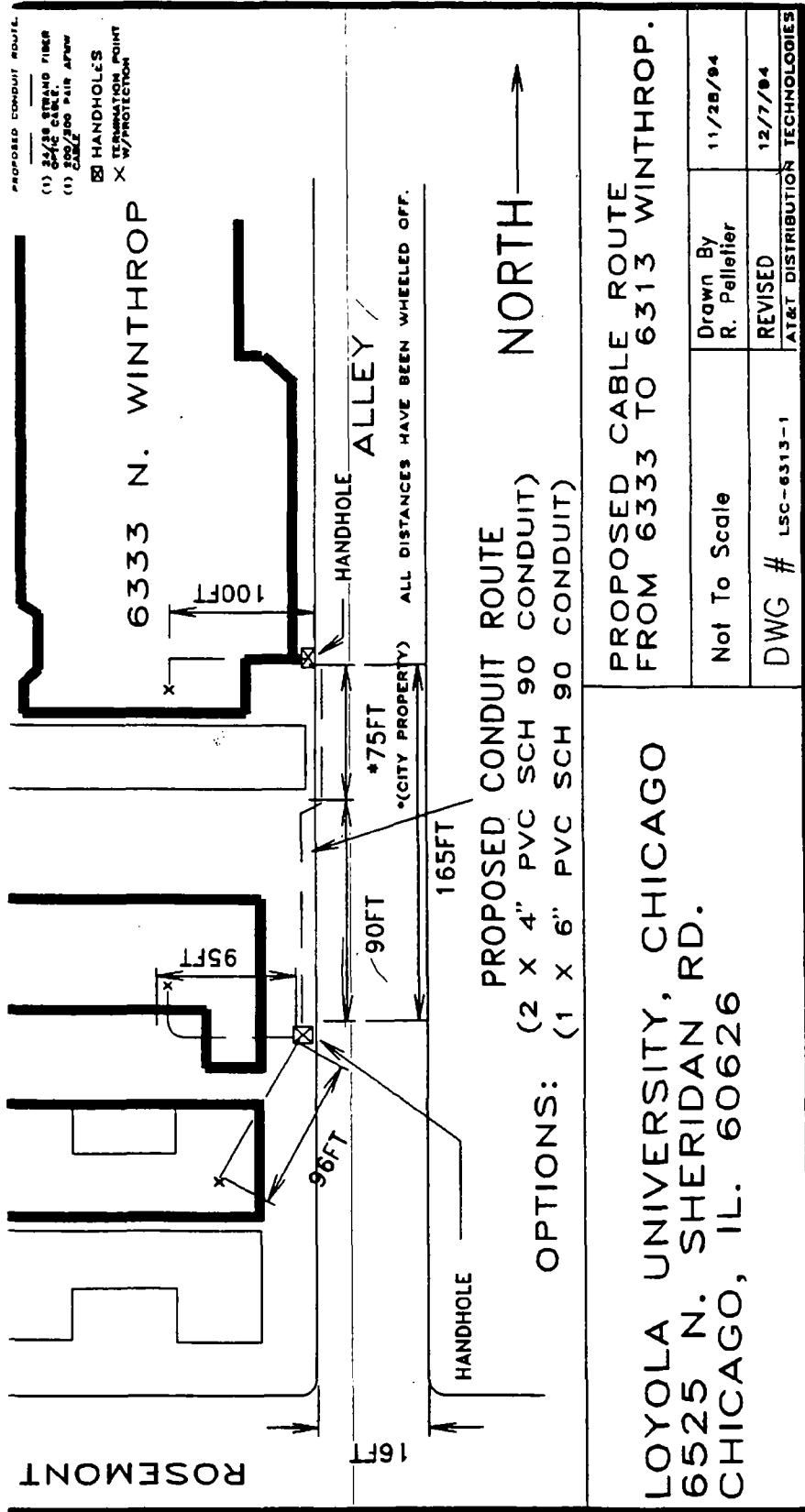
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to SMG, Inc., doing business as Scott Peterson and Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an inspection manhole in the public right-of-way adjacent to the premises known as 4551 West Adams Street. Manhole is to be installed at a depth of seven (7) feet, and be of standard size for the purpose of inspection by the Metropolitan Reclamation District of Greater Chicago. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of

(Continued on page 67797)

Ordinance associated with this drawing printed on
pages 67791 through 67795 of this Journal.



(Continued from page 67795)

portion of the public way in, over, under or adjacent to 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 shall 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 its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform

such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 67800 of this Journal.]

TRG International Corp.

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

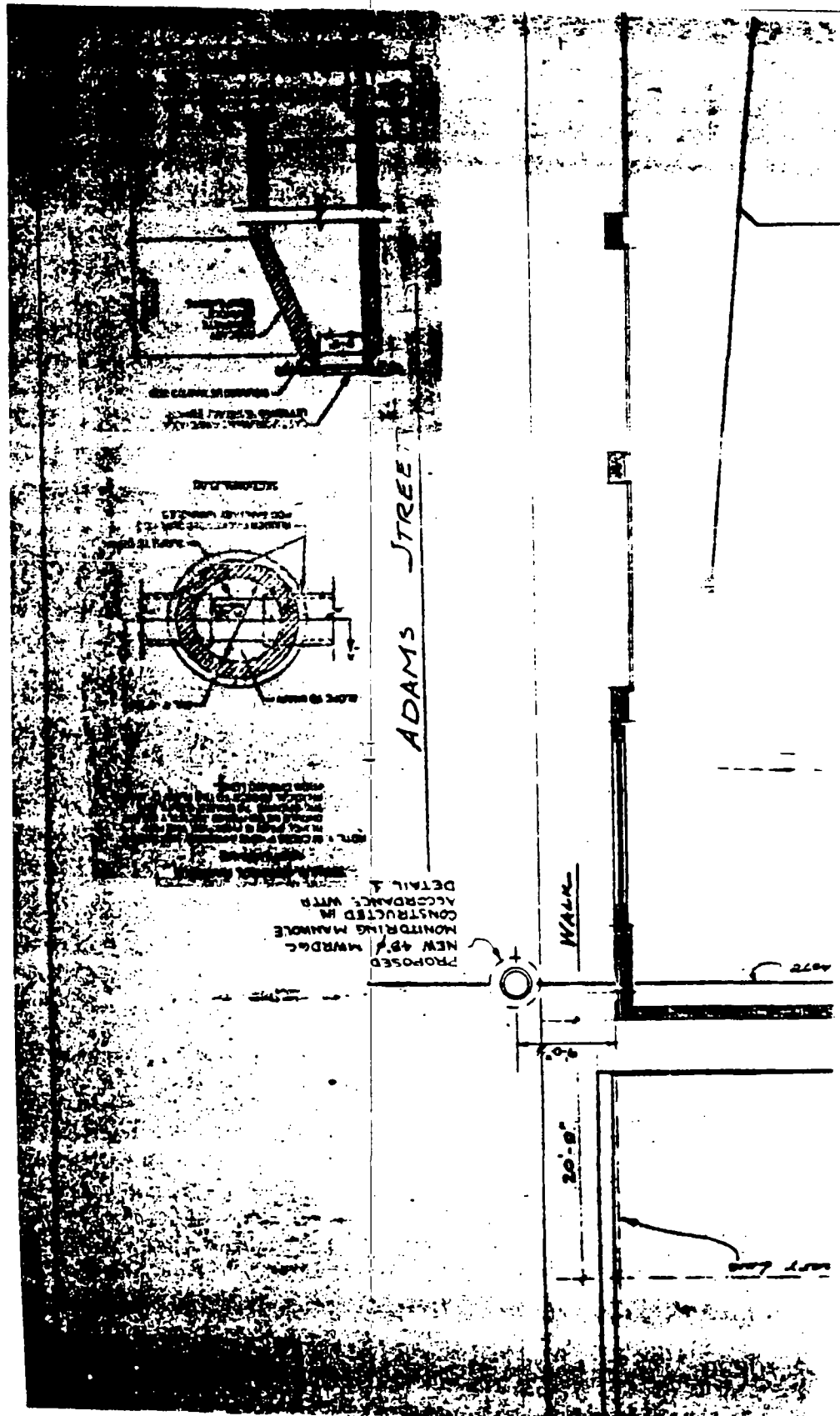
SECTION 1. Permission and authority are hereby given and granted to TRG International Corp., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) balconies overhanging the public right-of-way at 215 West Huron Street. Said balconies shall extend two (2) feet, six (6) inches into the public right-of-way and be constructed on the second through fourth floors of the building as per plans approved by the Department of Transportation. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

(Continued on page 67801)

Ordinance associated with this drawing printed on pages
67795 through 67799 of this Journal.



(Continued from page 67799)

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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

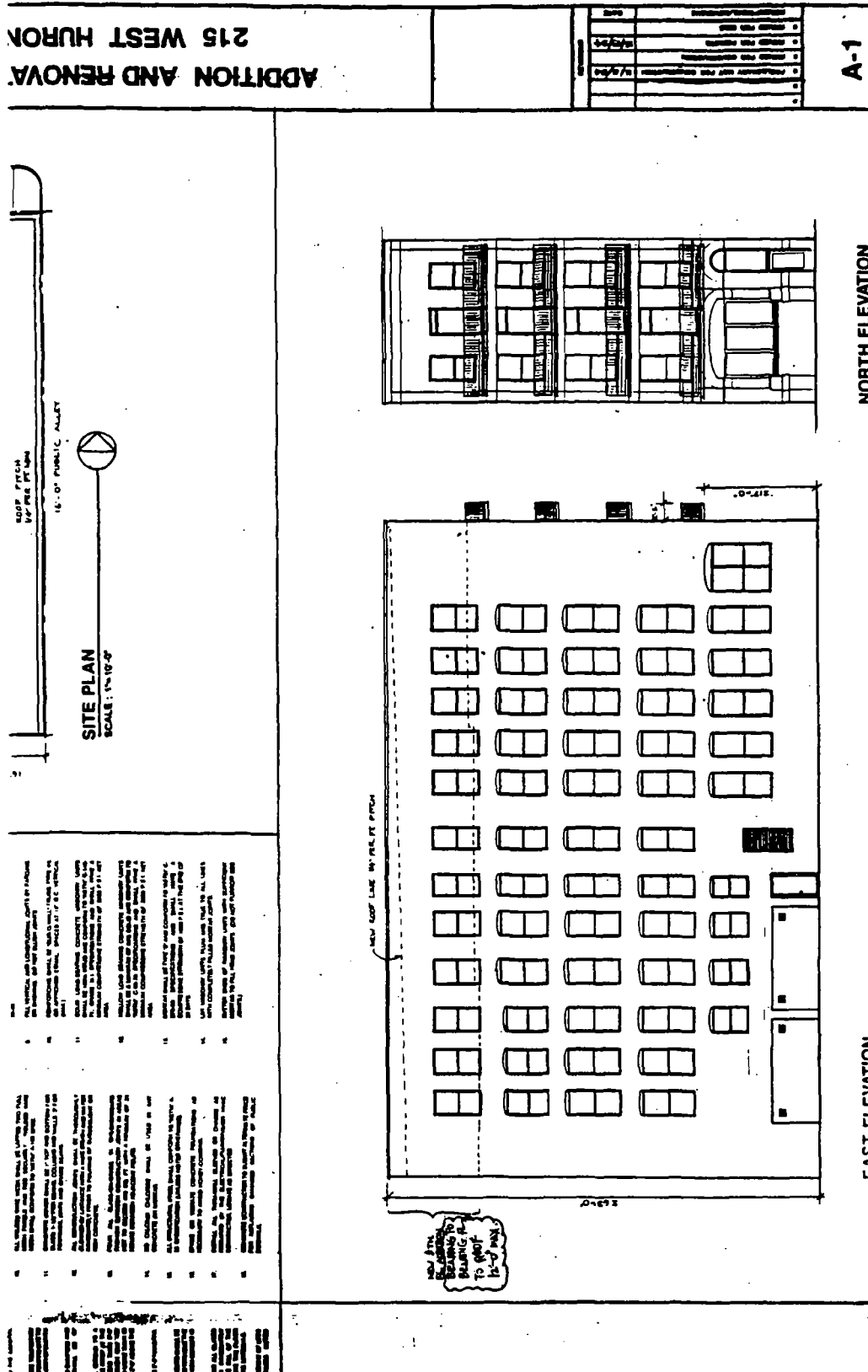
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on
page 67803 of this Journal.]

Ordinance associated with this drawing printed on pages
67799 through 67802 of this Journal.



AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 March 9, 1995) to construct, maintain and use sundry canopies by various establishments.

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 orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

Design Center Carpet Mill Outlet: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Design Center Carpet Mill Outlet ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 713 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length, nor four (4) feet, three (3) inches 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

*Oak Edwardo's, Inc. (Doing Business As Edwardo's
Natural Pizza Restaurant): Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Oak Edwardo's, Inc., doing business as Edwardo's Natural Pizza Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 521 North Dearborn

Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-four (44) feet in length, nor seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-nine and no/100 Dollars (\$69.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

*Some Like It Hot Partnership (Doing Business As
Hat Dance): Canopies.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Some Like It Hot Partnership, doing business as Hat Dance ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 325 West Huron Street for a period of three (3) years from and after February 1, 1995 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 one (1) at seventy-three (73) feet and one (1) at ninety-two (92) feet, respectively, in length, nor one (1) at ten (10) feet and one (1) at five (5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Twenty-five and no/100 Dollars (\$225.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies 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.

Lincoln Park Villas: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lincoln Park Villas ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1920 North Clark Street for a period of three (3) years from and after March 21, 1994 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 forty (40) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-five and no/100 Dollars (\$65.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Logan Theater Co., Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Logan Theater Co., Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2646 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 twenty-five (25) feet in length, nor fifteen (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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Lorimar Produce: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lorimar Produce ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1824 West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-four (44) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-nine and no/100 Dollars (\$169.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Michalik Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Michalik Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1056 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 twenty-five (25) feet in length, nor two (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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

*Orleans-Illinois, Sole Beneficiary Of American National
Bank 64315: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Orleans-Illinois, sole beneficiary of American National Bank 64315 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 320 West Illinois Street for a period of three (3) years from and after May 21, 1994 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 twelve (12) feet, six (6) inches in length, nor twenty-seven (27) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars (\$52.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Pets Calvert Co.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Pets Calvert Co. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2 South Water Market Street for a period of three (3) years from and after May 15, 1994 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 seventy-four (74) feet in length, nor fourteen (14) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-nine and no/100 Dollars (\$99.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Topo Gigio Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Topo Gigio Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1437 North Wells Street for a period of three (3) years from and after May 16, 1995 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 four (4) feet in length, nor two (2) feet, five (5) inches 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Two East Oak Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Two East Oak Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2 East Oak 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 sixteen (16) feet, six (6) inches in length, nor twenty-three (23) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Westin Hotel Chicago: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Westin Hotel Chicago ("Permittee") to construct, maintain and use twenty-seven (27) canopies over the public way attached to the structure located at 909 North Michigan Avenue for a period of three (3) years from and after June 28, 1995 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 twenty (20) at seven (7) feet, eight (8) inches, five (5) at six (6) feet, six (6) inches and two (2) at fifteen (15) feet, eight (8) inches, respectively, in length, nor twenty (20) at eight (8) feet, six (6) inches and seven (7) at nine (9) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies 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.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 March 9, 1995) 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.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

*Star Of Superstars, Inc. (Doing Business As
Amarit Thai Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Star of Superstars, Inc., doing business as Amarit Thai 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 1 East Delaware Place. Said sidewalk cafe area shall be forty (40) feet in length and eight (8) feet in width, for a total of two hundred forty (240) square feet and shall begin six (6) feet from the face of the building line and six (6) 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:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$545.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

*Arturo Coffee, Inc. (Doing Business As
Arturo Express).*

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

SECTION 1. Permission and authority are hereby given and granted to Arturo Coffee, Inc., doing business as Arturo 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 919 North Michigan Avenue. Said sidewalk cafe area shall be twenty-nine (29) feet in length and eleven (11) feet, six (6) inches in width, for a total of three hundred thirty-six (336) square feet and shall begin six (6) feet from the face of the curb/building line along East Walton 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 6:00 P.M.
Sunday, 8:00 A.M. to 4:00 P.M.

Compensation: \$2,419.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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).
(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 areas shall be fifty-eight (58) feet and nine (9) feet in length and both areas shall be nine (9) feet, six (6) inches in width, for a total of six hundred thirty-six (636) square feet and shall begin eight (8) 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, 6:00 A.M. to 6:00 P.M.

Compensation: \$890.00/Seating: 48.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage

shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

*ABP Midwest Inc. (Doing Business As Au Bon Pain,
The French Bakery Cafe).
(161 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 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 161 North Clark Street. Said sidewalk cafe area shall be forty-three (43) feet in length and shall be seven (7) feet in width, for a total of three hundred one (301) square feet and shall begin ten (10) 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, 6:00 A.M. to 6:00 P.M.

Compensation: \$1,168.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein

authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

*ABP Midwest, Inc. (Doing Business As Au Bon Pain,
The French Bakery Cafe).
(222 North LaSalle 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 222 North LaSalle Street. Said sidewalk cafe area No. 1 shall be thirty-three (33) feet, six (6) inches in length and ten (10) feet in width, for a total of three hundred thirty-five (335) square feet and shall begin ten (10) feet back from the face of the curb line along West Wacker Drive. Said cafe area No. 2 shall be nineteen (19) feet, six (6) inches in length and ten (10) feet in width for a total of one hundred ninety-five (195) square feet and shall begin ten (10) feet from the face of curb line along West Wacker Drive. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 6:00 A.M. to 6:00 P.M.

Compensation: \$2,056.00/Seating: 48.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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).
(122 South Michigan Avenue)*

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

SECTION 1. Permission and authority are hereby given and granted to 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 122 South Michigan Avenue. Said sidewalk cafe area shall be sixty-four (64) feet in length and shall be six (6) feet in width, for a total of three hundred eighty-four (384) square feet and shall begin eight (8) feet from the face of the curb line along East Adams

Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 6:00 A.M. to 6:00 P.M.

Saturday, 7:00 A.M. to 6:00 P.M.

Sunday, 8:00 A.M. to 5:00 P.M.

Compensation: \$1,490.00/Seating: 14.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Friday, 6:00 A.M. to 7:00 P.M.

Saturday, 7:00 A.M. to 6:00 P.M.

Sunday, 8:00 A.M. to 4:00 P.M.

Compensation: \$544.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Red Pepper, Inc. (Doing Business As Basta Pasta).

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

SECTION 1. Permission and authority are hereby given and granted to Red Pepper, Inc., doing business as Basta Pasta 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 6733 North Olmstead Avenue. Said sidewalk cafe area shall be sixty-two (62) feet in length and five (5) feet, eight (8) inches in width, for a total of three hundred fifty-one (351) square feet and shall begin nine (9) feet from the face of the curb line along North Oshkosh Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 11:00 A.M. to 10:30 P.M.

Compensation: \$300.00/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.

The consumption of solely alcohol in the above referenced cafe is strictly prohibited.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair,

maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

*John B. Incorporated, (Doing Business As
John Barleycorn Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to John B. Incorporated, doing business as John Barleycorn Restaurant upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 685 West Belden Avenue. Said sidewalk cafe area shall be forty-five (45) feet in length and eleven (11) feet in width, for a total of four hundred ninety-five (495) square feet and shall begin seven (7) feet from the face of the curb line along North Orchard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 5:00 P.M. to 10:00 P.M.

Friday, 5:00 P.M. to 11:00 P.M.

Saturday, 11:00 A.M. to 11:00 P.M.

Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 39.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or

appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

*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 No. 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 No. 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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

*Bistro Restaurant, Limited Partnership
(Doing Business As Bistro 110).*

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

SECTION 1. Permission and authority are hereby given and granted to Bistro Restaurant, Limited Partnership, doing business as Bistro 110, 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 110 East Pearson Street. Said sidewalk cafe area No. 1 shall be thirty-six (36) feet in length and three (3) feet in width, and shall begin nine (9) feet from the face of the curb line along East Pearson Street. Sidewalk cafe area No. 2 shall be forty-four (44) feet, six (6) inches in length and eighteen (18) feet in width and shall begin six (6) feet from the face of the curb line along East Pearson Street, for a combined total of nine hundred ten (910) square feet. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 10:30 A.M. to 11:00 P.M.

Monday through Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: \$1,638.00/Seating: 46.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

*Superior Limited Partnership (Doing Business
As The Blackhawk Lodge).*

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

SECTION 1. Permission and authority are hereby given and granted to Superior Limited Partnership, doing business as The Blackhawk Lodge, 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 East Superior Street. Said sidewalk cafe area shall be one hundred thirty-one (131) feet, nine (9) inches in length and eleven (11) feet, six (6) inches in width, for a total of one thousand five hundred eighteen (1,518) square feet and shall begin eight (8) feet, ten (10) inches from the face of the curb line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:30 A.M. to 11:00 P.M.

Compensation: \$2,754.00/Seating: 96.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be no tables and chairs permitted along East Bellevue Place.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Bleacher's, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to The Bleacher's, Inc., 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 3655 North Sheffield Avenue. Said sidewalk cafe area No. 1 shall be one hundred twenty (120) feet in length and fifteen (15) feet in width, for a total of one thousand eight hundred (1,800) square feet and shall begin ten (10) feet from the face of the curb line along West Waveland Avenue. Cafe area No. 2 shall be fifty (50) feet in length and fifteen (15) feet in width for a total of seven hundred fifty (750) square feet along North Sheffield 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: \$918.00/Seating: 148.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*Cafe Avanti, Inc. (Doing Business as
Cafe Avanti).*

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Avanti, Inc., doing business as Cafe Avanti, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3706 North Southport Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and three (3) feet in width, for a total of sixty (60) square feet and shall begin nine (9) feet from the building line to the cafe border along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:30 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through and including, November 1, 1995.

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 thirty (30) feet in length and six (6) feet in width, for a total of one hundred eighty (180) square feet and shall begin seven (7) feet from the face of the curb line along West Briar 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 10:00 P.M.

Compensation: \$300.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through and including, November 1, 1995.

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 Enterprises 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 Enterprises 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 eighty (80) feet in length and eight (8) feet in width, for a total of six hundred forty (640) square feet and shall begin eight (8) feet from the face of the curb line along West Wrightwood Avenue. The compensation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$896.00/Seating: 40.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

*330 West Hubbard Restaurant Corporation (Doing Business
As Coco Pazzo).*

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

SECTION 1. Permission and authority are hereby given and granted to 330 West Hubbard Restaurant Corporation, doing business as Coco Pazzo, 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 330 West Hubbard Street. Said sidewalk cafe area shall be thirty-six (36) feet in length and seven (7) feet in width, for a total of two hundred seventy-nine (279) square feet and shall begin six (6) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:30 A.M. to 10:00 P.M.
Saturday and Sunday, 5:00 P.M. to 10:00 P.M.

Compensation: \$502.20/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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).
(828 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 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 828 North State Street. Said sidewalk cafe area shall be twenty-two (22) feet

in length and twelve (12) feet in width, for a total of two hundred sixty-four (264) square feet and shall begin six (6) feet from the face of the curb line along West Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 11:00 P.M.

Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: \$475.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 twenty (20) feet in length and six (6) feet in width, for a total of one hundred twenty (120) 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 11:00 P.M.
Sunday, 9:00 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 14.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*T.C. Wolf, Inc. (Doing Business As
Corby Coffee Company).*

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

SECTION 1. Permission and authority are hereby given and granted to T.C. Wolf, Inc., doing business as Corby Coffee 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 2458 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-three (23) feet in length and nine (9) feet in width, for a total of two hundred seven (207) square feet and shall be located on parkway along North Montana

Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 7:00 P.M. to 12:00 Midnight
Friday and Saturday, 7:00 P.M. to 1:00 A.M.
Sunday, 8:00 A.M. to 12:00 Midnight

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 from and after April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including

judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

Costa D'Oro, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Costa D'Oro, Inc., 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 1160 North Dearborn Street. Said sidewalk cafe area shall be thirty-two (32) feet, nine (9) inches in length and twelve (12) feet, three (3) inches in width, for a total of four hundred five (405) square feet and shall begin seven (7) feet from the face of the curb line along North Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 5:30 P.M. to 10:30 P.M.

Friday, 5:30 P.M. to 11:30 P.M.

Saturday (lunch), 10:30 A.M. to 3:30 P.M.

Saturday (dinner), 5:30 P.M. to 11:30 P.M.

Sunday, 4:00 P.M. to 9:30 P.M.

Compensation: \$729.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

Grant Allan Corporation (Doing Business As DISH).

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

SECTION 1. Permission and authority are hereby given and granted to Grant Allan Corporation, doing business as DISH, 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 Street. Said sidewalk cafe area shall be twenty (20) feet in length and eight (8) feet in width, for a total of one hundred sixty (160) square feet and shall begin six (6) feet from the face of the curb line along North Southport Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 5:00 P.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, 1995 through, and including, November 1, 1995.

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.

*Late Night Limited Ltd. (Doing Business
As Drink And Eat Too!).*

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

SECTION 1. Permission and authority are hereby given and granted to Late Night Limited Ltd., doing business as Drink And Eat Too!, 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 541 West Fulton Street. Said sidewalk cafe area No. 1 shall be eighty-five (85) feet in length and nine (9) feet in width, for a total of seven hundred sixty-five (765) square feet and shall begin six (6) feet from the face of the curb line along North Clinton Street. Said sidewalk cafe area No. 2 shall be forty-two (42) feet in length and nine (9) feet in width, for a total of three hundred seventy-eight (378) square feet and shall begin six (6) feet from the face of the curb line along North Clinton Street. Said sidewalk cafe area No. 3 shall be seventy (70) feet in length and nine (9) feet in width, for a total of six hundred thirty (630) square feet and shall begin six (6) feet from the face of the curb line along West Fulton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$1,206.00/Seating: 98.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 eight (8) feet in width, for a total of three hundred twenty (320) square feet and shall have eight (8) feet of clear space for pedestrian traffic 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:

Sunday through Thursday, 11:00 A.M. to 11:30 P.M.
Friday and Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$448.00/Seating: 24.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Estaloca.

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

SECTION 1. Permission and authority are hereby given and granted to Estaloca, 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 2 West Elm Street. Said sidewalk cafe area shall be forty-six (46) feet in length and nine (9) feet in width, for a total of four hundred fourteen (414) square feet and shall begin six (6) 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 Saturday, 3:00 P.M. to 11:30 P.M.

Compensation: \$746.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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-two (42) feet in length and ten (10) feet in width, for a total of four hundred twenty (420) 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 Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 12:00 Noon to 8:00 P.M.

Compensation: \$756.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

*Gino's East Corporation (Doing Business
As Gino's East).*

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

SECTION 1. Permission and authority are hereby given and granted to Gino's East Corporation, doing business as Gino's East, 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 160 -- 164 East Superior Street. Said sidewalk cafe area shall be forty-four (44) feet in length and seventeen (17) feet in width, for a total of seven hundred forty-eight (748) square feet and shall begin eight (8) feet, six (6) inches from the face of the curb line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,347.00/Seating: 70.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

*Gold Coast Dogs, Incorporated (Doing Business
As Gold Coast Dogs).*

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Dogs, Incorporated, doing business as Gold Coast Dogs, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 418 North State Street. Said sidewalk cafe area shall be thirty (30) feet in length and seven (7) feet in width, for a total of two hundred ten (210) square feet and shall begin six (6) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$378.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Golden Apple Restaurant, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Golden Apple Restaurant, Inc., 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 2971 North Lincoln Avenue. Said sidewalk cafe area shall be forty-nine (49) feet in length and nine (9) feet, six (6) inches in width, for a total of four hundred sixty-six (466) square feet and shall begin eleven (11) feet, six (6) inches from the face of the curb line along West Wellington Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$317.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Gourmet Cup Coffee.

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

SECTION 1. Permission and authority are hereby given and granted to Gourmet Cup 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 2951 North Broadway. Said sidewalk cafe area shall be twenty (20) feet in length and nine (9) feet in width, for a total of one hundred eighty (180) square feet and shall begin seven (7) feet from the face of the building line along West Wellington 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 10:30 P.M.
Friday and Saturday, 8:00 A.M. to 11:00 P.M.
(No cafe open after 11:00 P.M.)

Compensation: \$300.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Govnor's Pub, Inc. (Doing Business As Govnor's Pub).

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

SECTION 1. Permission and authority are hereby given and granted to Govnor's Pub, Inc., doing business as Govnor's 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 207 North State Street. Said sidewalk cafe area shall be fifty (50) feet in length and twelve (12) feet in width, for a total of six hundred (600) square feet and shall begin eleven (11) feet, seven (7) inches 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 Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$1,374.00/Seating: 72.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby

authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

Granata's Restaurant, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Granata's Restaurant, Inc., 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 North Wells Street. Said sidewalk cafe area shall be twelve (12) feet in length and eight (8) feet in width, for a total of ninety-six (96) square feet and shall begin ten (10) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 4:30 P.M.

Compensation: \$372.50/Seating: 20.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

*Hamburger Hamlet, Inc. (Doing Business
As Hamburger Hamlet).*

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

SECTION 1. Permission and authority are hereby given and granted to Hamburger Hamlet, Inc., doing business as Hamburger Hamlet, 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 1024 North Rush Street. Said sidewalk cafe area shall be sixty-five (65) feet in length and six point five (6.5) feet in width, for a total of four hundred twenty-three (423) square feet and shall begin seven (7) feet back from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$762.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*Ripple 1471, Incorporated (Doing Business As
Holiday Club).*

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

SECTION 1. Permission and authority are hereby given and granted to Ripple 1471, Incorporated, doing business as Holiday Club, 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 1471 North Milwaukee Avenue. Said sidewalk cafe area shall be one hundred twenty-five (125) feet in length and eight (8) feet in width, for a total of one thousand (1,000) square feet and shall begin eight (8) feet from the face of the curb line along North Honore Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$680.00/Seating: 23.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Hooters Of 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 Hooters of Wells Street, 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 660 North Wells Street. Said sidewalk cafe area shall be one hundred (100) feet in length and six (6) feet, six (6) inches in width, for a total of six hundred fifty (650) square feet and shall begin ten (10) feet from the face of the curb line along West Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:30 P.M.
Sunday, 12:00 Noon to 10:00 P.M.

Compensation: \$1,170.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Jane's.

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

SECTION 1. Permission and authority are hereby given and granted to Jane'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 1655 West Cortland Street. Said sidewalk cafe area shall be twenty (20) feet and one-half ($\frac{1}{2}$) inch in length and eight (8) feet in width, for a total of one hundred sixty-four (164) square feet and shall begin six (6) feet from the face of the curb line along West Cortland Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 16.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

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., 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 4272 West Irving Park Road. Said sidewalk cafe area shall be thirty-three (33) feet in length and twenty-one feet, six (6) inches in width, for a total of three hundred seventy-four (374) square feet and shall begin six (6) feet from the face of the curb/building line along West Irving Park Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 30.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

JM Concepts, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to JM Concepts, Inc., 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 1202 West Webster Avenue. Said sidewalk cafe area shall be twenty-three (23) feet, five (5) inches in length, and fourteen (14) feet, five (5) inches in width, for a total of three hundred forty-one (341) square feet and shall begin six (6) feet from the face of the curb/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:

Tuesday through Sunday, 8:00 A.M. to 12:00 Midnight

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, 1995 through, and including, November 1, 1995.

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.

*Krystyna Investment, Inc. (Doing Business
As Krystyna'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 Krystyna Investment, Inc., doing business as Krystyna'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 8 East Jackson Boulevard. Said sidewalk cafe area shall be twelve (12) feet in length and seven (7) feet, six (6) inches in width, for a total of ninety (90) square feet and shall begin seven (7) feet, six (6) inches from the face of the curb line along East Jackson Boulevard. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 6:30 A.M. to 7:30 P.M.
Sunday, 9:00 A.M. to 5:30 P.M.

Compensation: \$300.00/Seating: 15.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Lakefront Restaurant, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Lakefront Restaurant, Inc., 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 3042 North Broadway. 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, four (4) inches from the face of the curb line along West Barry 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: \$400.00/Seating: 36.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*Las Mananitas, Inc. (Doing Business As
Las Mananitas Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Las Mananitas, Inc., doing business as Las Mananitas Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises

located at 3523 North Halsted Street. Said sidewalk cafe area shall be fifty (50) feet in length and twelve (12) feet in width, for a total of six hundred (600) square feet and shall begin six (6) feet from the face of the curb line along West Brompton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$600.00/Seating: 40.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 Last Act Company.

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

SECTION 1. Permission and authority are hereby given and granted to The Last Act Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1615 North Wells Street. Said sidewalk cafe areas shall be five point five (5.5) feet and six point five (6.5) feet, respectively, in length and both areas shall be four (4) feet in width for a total of forty-eight (48) square feet and shall begin eight point five (8.5) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 12:00 Midnight

Compensation: \$300.00/Seating: 8.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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. Mike Kouimelis (Doing Business As Mike's
Fast Food & Bar, Inc.).*

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

SECTION 1. Permission and authority are hereby given and granted to Mike's Kouimelis, doing business as Mike's Fast Food & Bar, Inc., 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 829 North State Street. Said sidewalk cafe area shall be fifty-one (51) feet in length and fifteen (15) feet in width, for a total of seven hundred sixty-five (765) square feet and shall begin eleven and one half (11½) 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 Saturday, 7:00 A.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,377.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*733 South Dearborn Corporation (Doing
Business As Moonraker).*

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

SECTION 1. Permission and authority are hereby given and granted to 733 South Dearborn Corporation, doing business as Moonraker, 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 733 South Dearborn Street. Said sidewalk cafe area shall be forty (40) feet, four (4) inches in length and seven (7) feet, six (6) inches in width, for a total of three hundred three (303) square feet and shall begin seven (7) feet, four (4) inches from the face of building and three (3) 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 Friday, 11:30 A.M. to 11:00 P.M.

Saturday, 9:00 A.M. to 11:00 P.M.

Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$424.00/Seating: 44.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby

authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

*Two Humberto's, Inc. (Doing Business
As Timothy O'Toole's).*

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

SECTION 1. Permission and authority are hereby given and granted to Two Humberto's, Inc., doing business as Timothy O'Toole'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 622 North Fairbanks Court. Said sidewalk cafe area shall be thirty-one (31) feet in length and sixteen (16) feet in width, for a total of four hundred ninety-six (496) square feet and shall leave six (6) feet, five (5) inches of clear space for traffic between the two (2) cafe areas 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, 4:00 P.M. to 11:00 P.M.

Compensation: \$893.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*Pattie's Inc. (Doing Business As Pattie's
Heart-Healthy Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Pattie's Inc. doing business as Pattie's Heart-Healthy 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 520 North Michigan Avenue. Said sidewalk cafe area shall be fifty (50) feet in length and six (6) feet in width, for a total of three hundred (300) square feet and shall begin six (6) feet, five (5) inches from the face of the concrete railing 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 8:00 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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 to be paid to the Department of General Services, Bureau of Asset Management.

Mr. Peter Georgiou (Doing Business As P.K.'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 Peter Georgiou, doing business as P.K.'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 695 North State Street. Said sidewalk cafe area shall be forty-five (45) feet in length and fourteen (14) feet, six (6) inches in width, for a total of six hundred fifty-three (653) square feet and shall begin six (6) feet from the face of the curb line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 11:00 P.M.

Compensation: \$1,175.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Gemelio, Inc. (Doing Business As Ricobene's).

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

SECTION 1. Permission and authority are hereby given and granted to Gemelio, Inc., doing business as Ricobene'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 60 East Lake Street. Said sidewalk cafe area shall be twenty-two (22) feet in length and eight (8) feet in width, for a total of one hundred seventy-six (176) square feet and shall begin eight (8) feet from the face of the curb line along East Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 6:00 P.M.

Compensation: \$683.00/Seating: 24.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Rio Latin Tapas.

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

SECTION 1. Permission and authority are hereby given and granted to Rio Latin Tapas, 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 546 North Wells Street. Said sidewalk cafe area No. 1 shall be fifteen (15) feet in length and ten (10) feet in width. Said sidewalk cafe area No. 2 shall be fifteen (15) feet in length and ten (10) feet in width, for a total of three hundred (300) 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, 10:30 A.M. to 11:00 P.M.

Compensation: \$540.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Shamrock Club, Inc. (Doing Business As
The Shamrock Club).*

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

SECTION 1. Permission and authority are hereby given and granted to The Shamrock Club, Inc., doing business as The Shamrock Club, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way adjacent to its premises located at 210 West Kinzie Street. Said sidewalk cafe area shall be ten (10) feet, six (6) inches in length and eight (8) feet, four (4) inches in width, for a total of ninety-five (95) square feet and shall begin seven (7) feet from the face of the curb line along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*Star Of America, Inc. (Doing Business As
Singha-Thai-Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Star of America, Inc., doing business as Singha-Thai-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 340 North Clark 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 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:

Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$353.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Stella D'Italia.

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

SECTION 1. Permission and authority are hereby given and granted to Stella D'Italia, 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 1547 North Wells Street. Said sidewalk cafe area shall be twelve (12) feet, eight (8) inches in length and three (3) feet, six (6) inches in width, for a total of forty-six (46) square feet and shall begin ten (10) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 6.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 1 East Chestnut Street. Said sidewalk cafe area No. 1 shall be twenty-three (23) feet in length and fourteen (14) feet in width, and cafe area No. 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, 8:30 A.M. to 11:00 P.M.

Compensation: \$1,361.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

T.G.I. Friday's, Inc. (Doing Business As T.G.I. Friday's).

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

SECTION 1. Permission and authority are hereby given and granted to T.G.I. Friday's, Inc., doing business as T.G.I. Friday's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 153 East Erie Street. Said sidewalk cafe area shall be forty-five (45) feet, four (4) inches in length and fourteen (14) feet in width, for a total of six hundred thirty-four (634) square feet and shall begin eight (8) feet, four inches from the face of the curb line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,144.00/Seating: 38.

Alcoholic beverages shall not be served in sidewalk cafe area until 12:00 Noon.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

*Uncommon Ground, Inc. (Doing Business As
The Uncommon Ground).*

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

SECTION 1. Permission and authority are hereby given and granted to Uncommon Ground, Inc., doing business as The Uncommon Ground, 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 1241 West Grace Street. Said sidewalk cafe area No.1 shall be twenty-three (23) feet in length and eight (8) feet in width; sidewalk cafe area No. 2 shall be eight (8) feet in length and eight (8) feet in width; and sidewalk cafe area No. 3 shall be eight (8) feet in length and five (5) feet in width, for a total of two hundred forty-one (241) square feet and shall begin eleven (11) feet from the face of the curb line along West Grace Street, while leaving nine (9) feet of clear space between the areas. 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.
(No cafe open after 11:00 P.M.)

Compensation: \$300.00/Seating: 40.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

*Via Veneto, Incorporated (Doing Business As
Via Veneto Ristorante).*

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

SECTION 1. Permission and authority are hereby given and granted to Via Veneto, Incorporated, doing business as Via Veneto Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises

located at 3449 West Peterson Avenue. Said sidewalk cafe area shall be twenty-seven (27) feet in length and eleven (11) feet, ten (10) inches in width, for a total of three hundred twenty-four (324) square feet and shall begin seven (7) feet from the face of the curb line along West Peterson Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:30 A.M. to 11:00 P.M.

Saturday, 3:00 P.M. to 11:00 P.M.

Sunday, 3:00 P.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 30.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Au Bon Pain Co., Inc. (Doing Business As Warburton's).

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

SECTION 1. Permission and authority are hereby given and granted to Au Bon Pain Co., Inc., doing business as Warburton'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 33 North Dearborn Street. Said sidewalk cafe area shall be twenty-six (26) feet, seven (7) inches in length and fifteen (15) feet, two (2) inches in width, for a total of two hundred five (205) square feet and shall begin six (6) feet, from the face of the curb/building line along West Washington Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 6:00 A.M. to 6:00 P.M.

Saturday, 7:00 A.M. to 4:00 P.M.

Compensation: \$795.00/Seating: 22.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 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 Saturday, 11:30 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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Wells On Wells.

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

SECTION 1. Permission and authority are hereby given and granted to Wells on Wells, 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 541 North Wells Avenue. Said sidewalk cafe area shall be nine (9) feet in length and nineteen (19) feet in width for a total of one hundred seventy-one (171) 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, 11:00 A.M. to 11:00 P.M.

Compensation: \$308.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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).
(620 North Fairbanks Court)*

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 sixteen (16) feet in width, for a total of four hundred ninety-six (496) 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 4:00 P.M.

Compensation: \$839.00/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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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).
(1139 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 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 1139 North State Street. Said sidewalk cafe area shall be thirty-three (33) feet in length and sixteen (16) feet in width, for a total of two hundred sixty-four (264) square feet and shall begin ten (10) feet from the face of the curb line along East Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 4:00 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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 No. 1 along East Delaware Place shall be fifty-four (54) feet in length and eleven (11) feet, six (6) inches in width, for a total of six hundred twenty-one (621) square feet and shall begin ten (10) feet from the face of the curb line along East Delaware Street. Said sidewalk cafe area No. 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.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

APPROVAL OF PLAT OF LANDMARK VILLAGE-UNIT 3 AT
INTERSECTION OF NORTH WOLCOTT AVENUE
AND WEST DIVERSEY PARKWAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 Superintendent of Maps and Plats to approve a proposed plat of Landmark Village-Unit 3 located at the northeast corner of the intersection of North Wolcott Avenue and West Diversey Parkway. This ordinance was referred to the committee on March 9, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 Landmark Village-Unit 3 located at the northeast corner of the intersection of North Wolcott Avenue and West Diversey Parkway having a frontage of 278.91 feet along the east line of North Wolcott Avenue and a frontage of 408.34 feet along the north line of West Diversey Parkway as shown on the

attached plat, when the necessary certificates are shown on said plat for the First Chicago Trust Company of Illinois, as Trustee, Trust No. RV-012306 (File No. 30-32-95-1930).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

VACATION OF PORTIONS OF SOUTH HAMLIN AVENUE
AND WEST 35TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 South Hamlin Avenue, lying between the south line of West 34th Street and the south line of West 35th Street; also West 35th Street, lying between the east line of South Hamlin Avenue and the west line of South Lawndale Avenue. This ordinance was referred to the committee on April 6, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 streets described in the following ordinance; now, therefore,

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

SECTION 1. All that part of South Hamlin Avenue lying west of the west line of Lots 25 to 48, both inclusive, lying east of a line 33.0 feet west of and parallel to the west line of Lots 25 to 48, both inclusive, lying south of the north line of Lot 48 produced west to the said line 33.0 feet west of and parallel to the west line of Lots 25 to 48, both inclusive, and lying north of the south line of Lot 25 produced west to the said line 33.0 feet west of and parallel to the west line of Lots 25 to 48, both inclusive, all in Block 7 in George W. Cass Subdivision of the west half of the east half of the northwest quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian (except the north 100.0 feet of the south half thereof),

Also

that part of West 35th Street lying south of the south line of Lots 24 and 25 in Blocks 7 and 8, lying south of the south lines of the vacated north/south 16 foot alleys and also the south line of vacated South Ridgeway Avenue, said street and alleys vacated by ordinance approved by the City Council of the City of Chicago May 24, 1922 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, June 27, 1922 as Document No. 7554688 said south lines of the vacated alleys being described as a line drawn from the southwest corner of Lot 24 to the southeast corner of Lot 25 in Blocks 7 and 8, and the said south line of vacated South Ridgeway Avenue being described as a line drawn from the southeast corner of Lot 24 in Block 7 to the southwest corner of Lot 25 in Block 8 and lying south of the south line of

Lot 25 in Block 7 produced west to the said line 33.0 feet west of and parallel to the west line of Lots 25 to 48, both inclusive, in Block 7, lying north of said line 33.0 feet south of and parallel to the following described lines:

the south line of Lots 24 and 25 in Blocks 7 and 8, the south line of the north/south 16 foot alleys and South Ridgeway Avenue vacated by ordinance approved by the City Council of the City of Chicago, May 24, 1922 and recorded as Document No. 7554688 being described as a line drawn from the southwest corner of Lot 24 to the southeast corner of Lot 25 in Blocks 7 and 8, and (for South Ridgeway Avenue) being described as a line drawn from the south corner of Lot 24 in Block 7 to the southwest corner of Lot 25 in Block 8, the south line of Lot 25 in Block 7 produced west to the said line 33.0 feet west of and parallel to the west line of Lots 25 to 48, both inclusive, in Block 7, all in George W. Cass Subdivision aforesaid, lying east of said line 33.0 feet west of the west line of Lots 25 to 48, both inclusive, in Block 7 produced south 33.0 feet and lying west of the east line of Lot 24 in Block 8 produced south 33.0 feet, all in George W. Cass Subdivision aforesaid, said part of public streets herein vacated being further described as South Hamlin Avenue lying between the south line of West 34th Street and the south line of West 35th Street; also West 35th Street lying between the east line of South Hamlin Avenue and the west line of South Lawndale 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 public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduits, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along South Hamlin Avenue and West 35th Street as herein vacated, with the right of ingress and egress.

The existing twelve (12) inch sewer, the existing eighteen (18) inch sewer and any appurtenances in that portion of South Hamlin Avenue proposed to be vacated shall become private sewers to be maintained or abandoned by the beneficiary of the vacation.

The City of Chicago hereby reserves South Hamlin Avenue and West 35th Street as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in South Hamlin Avenue and West 35th Street as herein vacated, and for the maintenance, renewal, and reconstruction of

such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the City of Chicago (Department of Planning and Development, Industrial Services Division) 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 referred to in this ordinance printed on
page 67977 of this Journal.]

VACATION OF PORTION OF NORTH LEAVITT STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 southwesterly 245.23 feet of that part of North Leavitt Street, lying between the southwesterly line of North Elston Avenue and the northeasterly right-of-way line of the Chicago and Northwestern Transportation Company. This ordinance was referred to the committee on September 28, 1994.

(Continued on page 67978)

Ordinance associated with this drawing printed on pages
67974 through 67976 of this Journal.

"A"

George W. Cass Sub. of the W. 1/2 of the E. 1/2 of the N.W. 1/4 of Section
35-39-13 (except the N. 100 ft. of the S. 1/2 thereof).

"B"

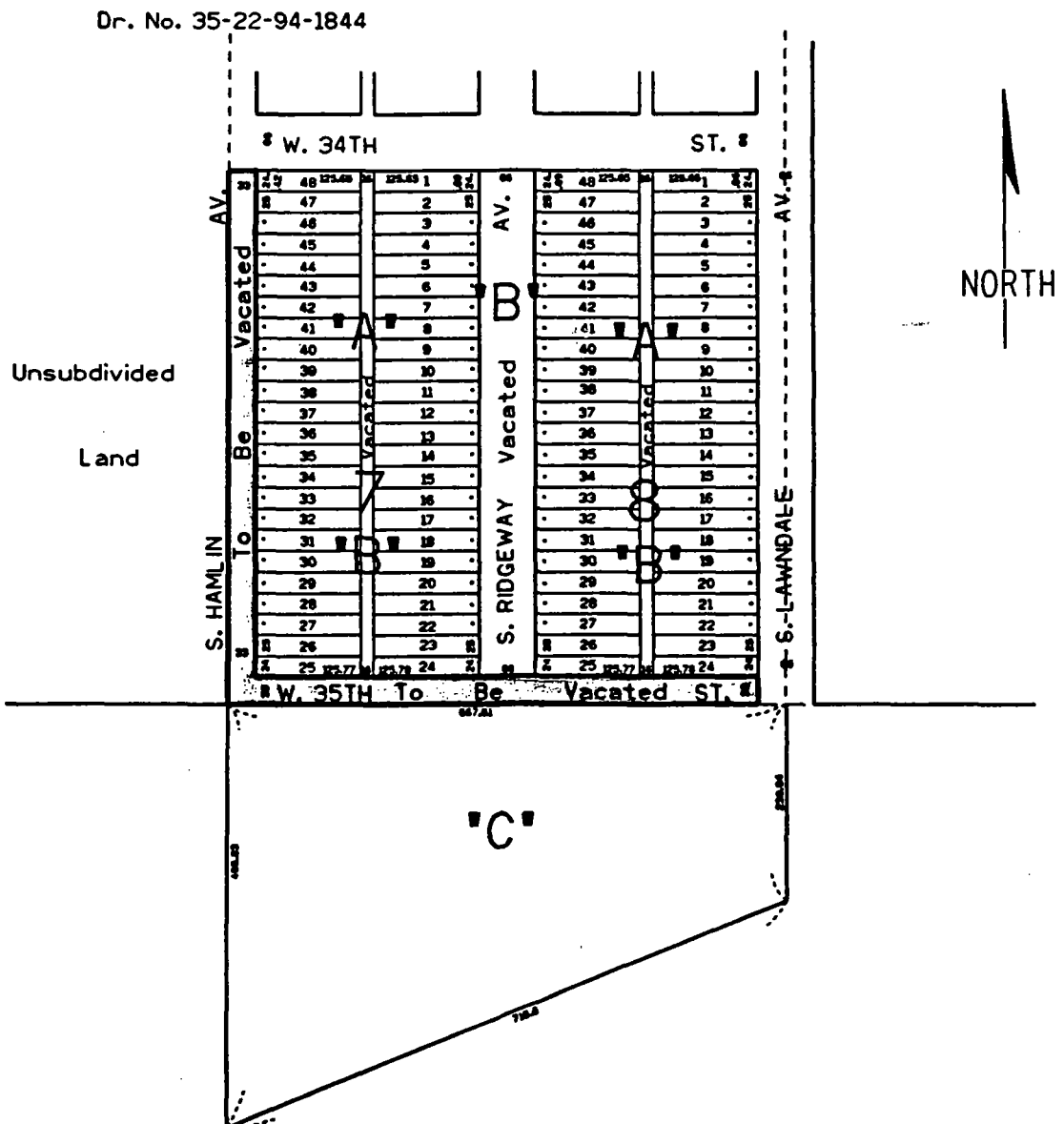
Ordinance for the Vacation of S. Ridgeway Av. between W. 34TH St. and
W. 35TH St. and of Alleys in Blks. 7 & 8 in George W. Cass Sub. (see "A") Passed
May 24, 1922.

Rec. June 27, 1922

"C"

Doc. No. 7554688

Vacation by Owners of that part of Adam Smith's Sub. of the E. 1/2 of the
S.W. 1/4 of Sec. 35-39-13 lying N. of the Illinois & Michigan Canal.



(Continued from page 67976)

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 part 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 North Leavitt Street lying northwesterly of the northwesterly line of Lots 3 and 4 in the resubdivision of Lots 1 and 2 in Owner's Division of Lot 12 in Assessor's Subdivision of part of the southwest quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying south and west of the North Branch of the Chicago River (except the east 73.00 feet of said Lot 12); lying southeasterly of the southeasterly line of Lot 10 in Snow Estate Subdivision by the Superior Court Partition of the east half of the northwest quarter of Section 30, Township 40 North, Range 14 East of the Third Principal

Meridian and the east half of the northeast quarter of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian (except the south 20 acres); also that part of the southwest quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian lying north and east of the North Branch of the Chicago River; also Lots 2, 3, 4, 6, 7, 9 and 11 in the Assessor's Division of that part of the southwest quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian lying between the railroad and the river; lying northeasterly of a line drawn from the southwest corner of Lot 4 in resubdivision of Lots 1 and 2 aforementioned to the southeast corner of Lot 10 in Snow Estate Subdivision aforementioned; and lying southwesterly of a line 65.00 feet southwesterly of the northwesterly extension of a line 10.00 feet southwesterly and parallel with the northeasterly line of Lot 2 in resubdivision of Lots 1 and 2 of Owner's Division aforementioned; said public street herein vacated being further described as the southwesterly 251.76 feet, more or less, of that part of North Leavitt Street, lying between the southwesterly line of North Elston Avenue and the northeasterly right-of-way line of the Chicago and Northwestern Transportation Company, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Ameritech, 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 the public street as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves the public street as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in the public street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of the People of Illinois, Department of Transportation, the public street herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other State of Illinois service facilities now located or which in the future

may be located in the public street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective State of Illinois having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional State of Illinois service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, National Wrecking Company 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 Ninety-four Thousand Six Hundred Six and no/100 Dollars (\$94,606.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, National Wrecking Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing referred to in this ordinance printed on
page 67981 of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST THOMAS STREET, WEST CORTEZ STREET,
NORTH FRANCISCO AVENUE AND
NORTH MOZART STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 67982)

Ordinance associated with this drawing printed on pages
67978 through 67980 of this Journal.

"A"

Edward I. Tinkham's Add. to Holstein, being that part of S.W. 1/4 Sec. 30-40-14 lying S. of Illinois and Wisconsin R.R.

"B"

Assessor's Sub. of part of S.W. 1/4 Sec. 30-40-14 lying S. and W. of the N. Branch of the Chicago River.

"C"

Snow Estate Sub. by Superior Court in Partition of the E. 1/2 of N.W. 1/4 of Sec. 30-40-14 and the E. 1/2 of N.E. 1/4 of Sec. 25-40-13 (Exc. the S. 20 acres). Also that part the S.W. 1/4 of Sec. 30-40-14 lying N. and E. of the N. Branch of the Chicago River; also lots 2,3,4,6,7,9 and 11 in the Assessor's Division etc. (See "B").

"D"

Owner's Division of Lot 12 (except the E. 73 ft.) in Assessor's Sub (See "B").

"E"

Resub. of Lots 1 and 2 of Owner's Division etc. (See "D").

"F"

Property acquired for Northwest Route (John F. Kennedy Exp.) of Comprehensive Superhighway System General Ordinance Passed Sept. 5, 1946.

"G"

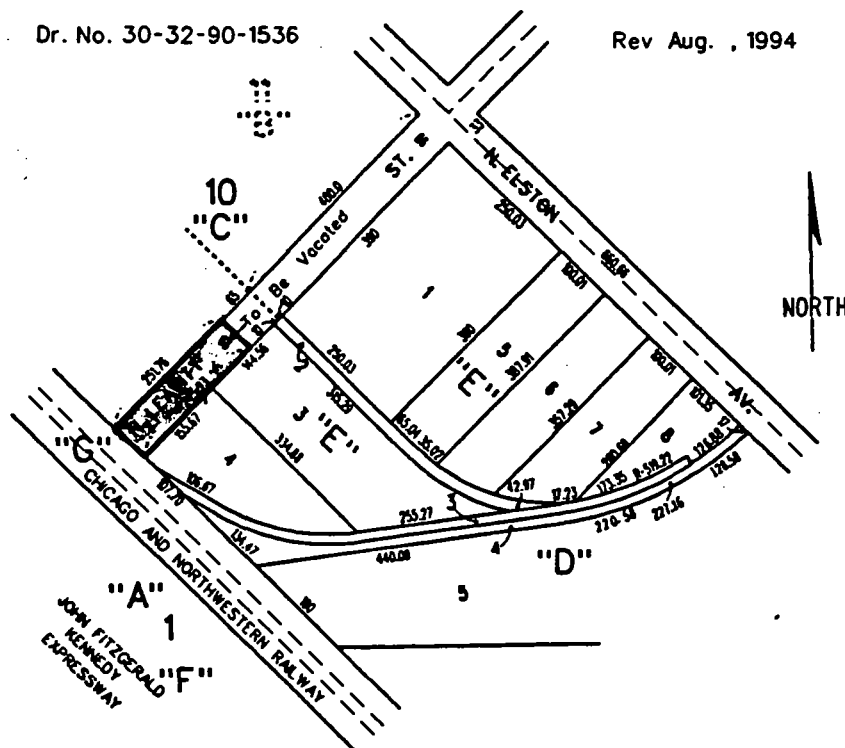
Public Streets and Subway Closed by agreement between the City of Chicago and the C. & N.W. Ry. Co. pursuant to Ordinance passed by the City Council Sept. 27, 1961.

Rec. Nov. 14, 1961

Doc. No. 18329635

Dr. No. 30-32-90-1536

Rev Aug. , 1994



(Continued from page 67980)

CHICAGO, April 6, 1995.

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 north/south 16 foot public alley in the block bounded by West Thomas Street, West Cortez Street, North Francisco Avenue and North Mozart Street. This ordinance was referred to the committee on April 6, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 16 foot public alley lying west of the west line of Lots 1 to 6, both inclusive, lying east of the east line of Lots 7 to 12, both inclusive, lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 12, and lying north of a line drawn from the southwest corner of Lot 6 to the southeast corner of Lot 7 all in Block 7 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7, 8, 9, 10 11, 13, 14, 15 and Lots 2, 4 and 5 of Block 17, all in Carter's Subdivision of Blocks 1, 2, 3, 4 and 7 of Clifford's Addition to Chicago being a subdivision of the east half of the southwest quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except the east half of the southeast quarter of the southeast quarter of the southwest quarter) said public alley herein vacated being further described as all of the north/south 16 foot public alley in the block bounded by West Thomas Street, West Cortez Street, North Francisco Avenue and North Mozart Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, Norwegian American Hospital, 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 alley hereby vacated, the sum of Twenty-seven Thousand Two Hundred and no/100 Dollars (\$27,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred twenty (120) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated similar to the sidewalk and curb in West Thomas Street and West Cortez Street, between North Francisco Avenue and North Mozart Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Norwegian American Hospital, 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 referred to in this ordinance printed
on page 67985 of this Journal.]

VACATION OF PORTIONS OF WEST 62ND STREET, WEST
ENGLEWOOD AVENUE AND SPECIFIED
PUBLIC ALLEYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 11, 1995.

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 that part of West 62nd Street, South Emerald Drive and West Englewood Avenue, together with all of the public alleys in the area bounded by South Halsted Parkway, West Englewood Avenue, the public alley east of South Halsted Street running north from West 62nd Place, and the public alley east of South Halsted Street running between West 62nd Street and West Englewood Avenue. This ordinance was referred to the committee on April 11, 1995.

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 67986)

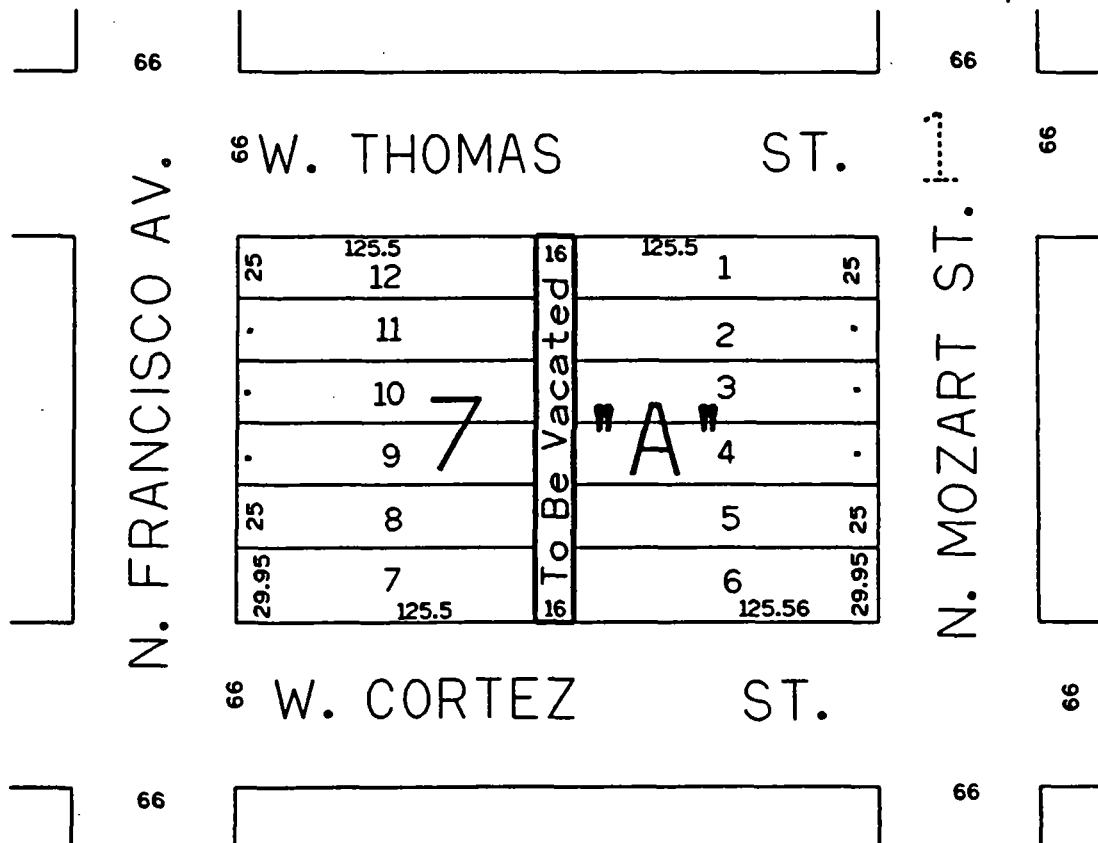
Ordinance associated with this drawing printed on
pages 67982 through 67984 of this Journal.

"A"

Carter's Resub of Blocks 1,3,4,5,7,8,9,10,11,
13,14,15 and Lots 2, 4, and 5 of Block 17
all in Carter's Sub. of Blocks 1, 2, 3, 4
and 7 of Clifford's Add. to Chicago being
a Sub of E. 1/2 of the S.W.1/4 Sec. 1-39-13
(except the E. 1/2 of the S.E. 1/4 of the
S.E. 1/4 of the S.W. 1/4).

Dr. No. 1-26-94-1885

NORTH



(Continued from page 67984)

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 part of public streets, public alley and part of public alleys in the following ordinance; now, therefore,

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

SECTION 1. All that part of West 62nd Street lying south of the south line of Lots 35 to 46, both inclusive, in Lister's Subdivision of the west three-fifths of the south half of the north half of the southwest quarter of the southwest quarter of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, lying north of the north line of Lots 7 to 13, both inclusive, in Block 2 in Hoyt, Canfield and Matteson's Subdivision of the south half of the southwest quarter of the southwest quarter of Section 16 aforementioned, lying westerly of the westerly line of South Halsted Parkway, as opened by ordinance approved by the City Council of the City of Chicago November 15, 1968 and recorded January 2, 1969 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 20717334 being described in said ordinance as "the arc of a circle, convex to the northeast, having a radius of two hundred seventeen and eighty-four hundredths (217.84) feet, a distance of three hundred forty-two and two hundredths (342.02) feet to a point of tangency with a straight line (said point of tangency being one hundred and fifty-five hundredths (100.55) feet north of the south line of Lot thirty-nine (39) and one hundred seven and forty-one hundredths (107.41) feet east of the west line of Lot thirty five (35) in said Lister's Subdivision), "lying east, north and northeasterly of the east, north and northeasterly lines of South Emerald Drive as opened by

ordinance approved by the City Council of the City of Chicago November 15, 1968 and recorded January 2, 1969 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 20717334,

Also

all that part of West Englewood Avenue lying south line of Lots 7 to 14, both inclusive, in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforementioned, lying north of a line 16.0 feet south of and parallel to the south line of Lots 7 to 14, both inclusive, in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforesaid, lying west of the west line of South Halsted Parkway as opened by ordinance approved by the City Council of the City of Chicago November 15, 1968 and recorded January 2, 1969 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 20717334, being described in said ordinance as running "thence north zero degrees, one minute, twenty-seven seconds (00°-01'-27") west along said southerly prolongation and along the east line of said Lots One (1) to Four (4), both inclusive, in Rich's Subdivision" of Lot 5, the north 25 feet of Lot 8 and Lot 9 in Block 5 in Linden Grove being a subdivision of the west 35 acres of the north 70 acres and the south 90 acres of the northwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, "and along the east line of Lot One (1) in Doland's Subdivision of Lots One (1), Four (4), Ten (10) and Eleven (11) in Block Five (5) of said Linden Grove Subdivision and along the northerly prolongation thereof" (hereinafter referred to as the "west right-of-way line of new South Halsted Parkway"), and lying east of the east line of South Emerald Drive as opened by ordinance approved by the City Council of the City of Chicago November 15, 1968 and recorded January 2, 1969 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 20717334, said line being described as beginning at the southwest corner of Lot 35 in Lister's Subdivision aforementioned and being described in said ordinance as the "east line of the twenty (20) foot wide public alley in said Lister's Subdivision"; thence south zero degrees, zero minutes, thirty-one seconds (00°-00'-31") east, a distance of four and five-tenths (4.5) feet to a point; thence north eighty-nine degrees, forty-nine minutes, sixteen seconds (89°-49'-16") east, a distance of seventeen and five-tenths (17.5) feet to a point; thence south seventy-six degrees, forty minutes, forty-seven seconds (76°-40'-47") east, a distance of one hundred thirty-four and nine-tenths (134.9) feet to a point which is thirty (30) feet north of the north line of Lot Thirteen (13) in Block Two (2) in Hoyt, Canfield and Matteson's Subdivision aforementioned; thence south zero degrees, one minute, twenty-seven seconds (00°-01'-27") east in a straight line, a distance of three hundred sixty-two and two-tenths (362.2) feet to a point on the north line of Lot Fourteen (14) in Block Five (5) in said Hoyt, Canfield and Matteson's Subdivision" aforesaid (hereinafter referred to as the "east right-of-way line of new South Emerald Drive"),

Also

all that part of the east/west 16 foot public alley lying south of the south line of Lots 32 to 38, both inclusive, lying north of the north line of Lots 7 to 14, both inclusive, in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforementioned, lying west of the "west right-of-way line of new South Halsted Parkway" and lying east of the "east right-of-way line of new South Emerald Drive,

Also

all that part of the east/west 16 foot public alley lying south of the south line of Lots 26 to 30, both inclusive, lying north of the north line of Lots 16 to 19, both inclusive, lying east of a line drawn from the southwest corner of Lot 26 to the northwest corner of Lot 19 in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforesaid and lying west of the west line of South Emerald Drive as opened by ordinance approved by the City Council of the City of Chicago November 15, 1968 and recorded January 2, 1969 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 20717334 being described in said ordinance as beginning at the southwest corner of Lot 16 in Block 5 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence north eighty-nine degrees, forty-seven minutes, twenty-two seconds ($89^{\circ}-47'-22''$) east along the south line of said Lot 16, a distance of fourteen and ninety-eight hundredths (14.98) feet to a point; thence north zero degrees, one minute, seven seconds ($00^{\circ}-01'-07''$) west, a distance of one hundred twenty-four and eighty-seven hundredths (124.87) feet to the north line of said Lot 16 in Block 5 in said Hoyt, Canfield and Matteson's Subdivision, thence north eighty-nine degrees, forty-seven minutes; twenty-two seconds ($89^{\circ}-47'-22''$) east along the north line of said Lot Sixteen (16), a distance of four and thirteen hundredths (4.13) feet to a point; thence north zero degrees, one minute, twenty-seven seconds ($00^{\circ}-01'-27''$) west along a straight line, a distance of two hundred fifty-seven and two hundredths (257.02) feet",

Also

all of the north/south 16 foot public alley as opened for use as public alley by ordinance approved by the City Council of the City of Chicago March 16, 1955 being described in said ordinance as "the west sixteen (16) feet of Lot Sixteen (16) in Block Four (4), all in Hoyt, Canfield and Matteson's Subdivision" aforesaid said part of public street, public alley and part of public alleys herein vacated being further described as West 62nd Street, lying between the northeasterly and east lines of South Emerald Drive and the westerly line of South Halsted Parkway together with the north 16.0 feet

of West Englewood Avenue, lying between the east line of South Emerald Drive and the west line of South Halsted Parkway, also the east/west and north/south 16 foot public alleys in the area bounded by South Emerald Drive, West Englewood Avenue and South Halsted Street, and the east/west 16 foot public alley in the area bounded by West 62nd Street, West Englewood Avenue, South Emerald Drive and South Halsted Parkway as colored in red and indicated by words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Ameritech, 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 part of public streets, public alley and part of public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, 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 referred to in this ordinance omitted for printing purposes
but on file and available for public inspection
in the Office of the City Clerk.]

**TIME EXTENSION GRANTED FOR VACATION OF WEST
VAN BUREN STREET, FROM SOUTH SPAULDING
AVENUE TO SOUTH KEDZIE AVENUE AND
PUBLIC ALLEY PERPENDICULAR
THERE TO.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 time extension request for an ordinance originally passed September 14, 1994, pages 56597 -- 56601 of the Council Journal of Proceedings. Said ordinance vacates that part of West Van Buren Street, lying between South Spaulding Avenue and South Kedzie Avenue, together with the north 124.9 feet of the north/south 16 foot public alley in the block bounded by West Van Buren Street, West Congress Parkway, South Spaulding Avenue and South Kedzie Avenue. This ordinance was referred to the committee on April 6, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council September 14, 1994, appearing on pages 56597, 56598, 56599, 56600 and 56601 of the Journal of the Proceedings of said date, providing for "Time Extension for Vacation of Portion of West Van Buren Street, from South Spaulding

Avenue to South Kedzie Avenue and public alley perpendicular thereto"; and

WHEREAS, Said ordinance was not recorded within the six (6) month time period as provided in the ordinance; and

WHEREAS, The City Council desires to extend such period; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of West Van Buren Street lying north of the north line of Lot 1, lying north of the north line of Lots 19 to 25, both inclusive, and lying north of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 25 all in Block 1 in subdivision of the east half of the southeast quarter of the southeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; lying north of the north line of Lots 1 to 12, both inclusive, in S.W. Roth's Subdivision of the northwest quarter of the southeast quarter of the southeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; lying south of the north line of West Van Buren Street as opened by ordinance passed December 7, 1891, Order of Possession March 30, 1897 and recorded June 16, 1897 in the Office of the Recorder of Deeds in Cook County, Illinois, as Document No. 2552517, said north line of West Van Buren Street being further described as the north line of the south 33.0 feet of the northeast quarter of the southeast quarter of the northeast quarter of Section 14 aforementioned; lying west of the west line of South Kedzie Avenue being a line 33.0 feet west of and parallel to the east line of the northeast quarter of said Section 14; and lying east of the southwardly extension of the east line of South Spaulding Avenue being a line 33.0 feet east of and parallel to the west line of the east half of the southeast quarter of the northeast quarter of said Section 14;

Also

all that part of the north/south public alley lying west of the west line of Lots 1 to 6, both inclusive, lying east and southeasterly of the east and southeasterly lines of Lot 25, lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 25 and lying north of the eastwardly extension of the south line of Lot 25, all in Block 1 in subdivision of the east half of the southeast quarter of the southeast quarter of the northeast quarter aforementioned; said part of public street and part of

public alley herein vacated being further described as all that part of West Van Buren Street lying between South Spaulding Avenue and South Kedzie Avenue together with all that part of the north 124.9 feet of the north/south 16 foot public alley in the block bounded by West Van Buren Street, West Congress Parkway, South Spaulding Avenue and South Kedzie 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 City of Chicago hereby reserves an easement over and along all that part of West Van Buren Street as herein vacated, as a right-of-way for existing water mains and sewer mains and appurtenances thereto and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in said part of West Van Buren Street as herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company and Prime Cable, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduits, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all that part of West Van Buren Street and the public alley as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduits, cables, and associated equipment for the transmission and distribution of electrical energy under, over, and along all that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Transit Authority 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 referred to in this ordinance printed on page 67994 of this Journal.]

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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* three proposed ordinances transmitted herewith (referred on February 8, 1995) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

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 67995)

Ordinance associated with this drawing printed on pages
67990 through 67993 of this Journal.

"A"

S.W. Roth's Subdivision of N.W.1/4 of the S.E.1/4 of the
S.E.1/4 of the N.E.1/4 Sec. 14-39-13.

"B"

Sub of the E.1/2 S.E.1/4 S.E.1/4 N.E.1/4 Sec. 14-39-13

"C"

Ordinance for the Opening and Widening of Spaulding Av.
from Van Buren St. to Jackson Blvd. Passed Jan. 28, 1895

Rec. April 1, 1904

Doc. 3517748

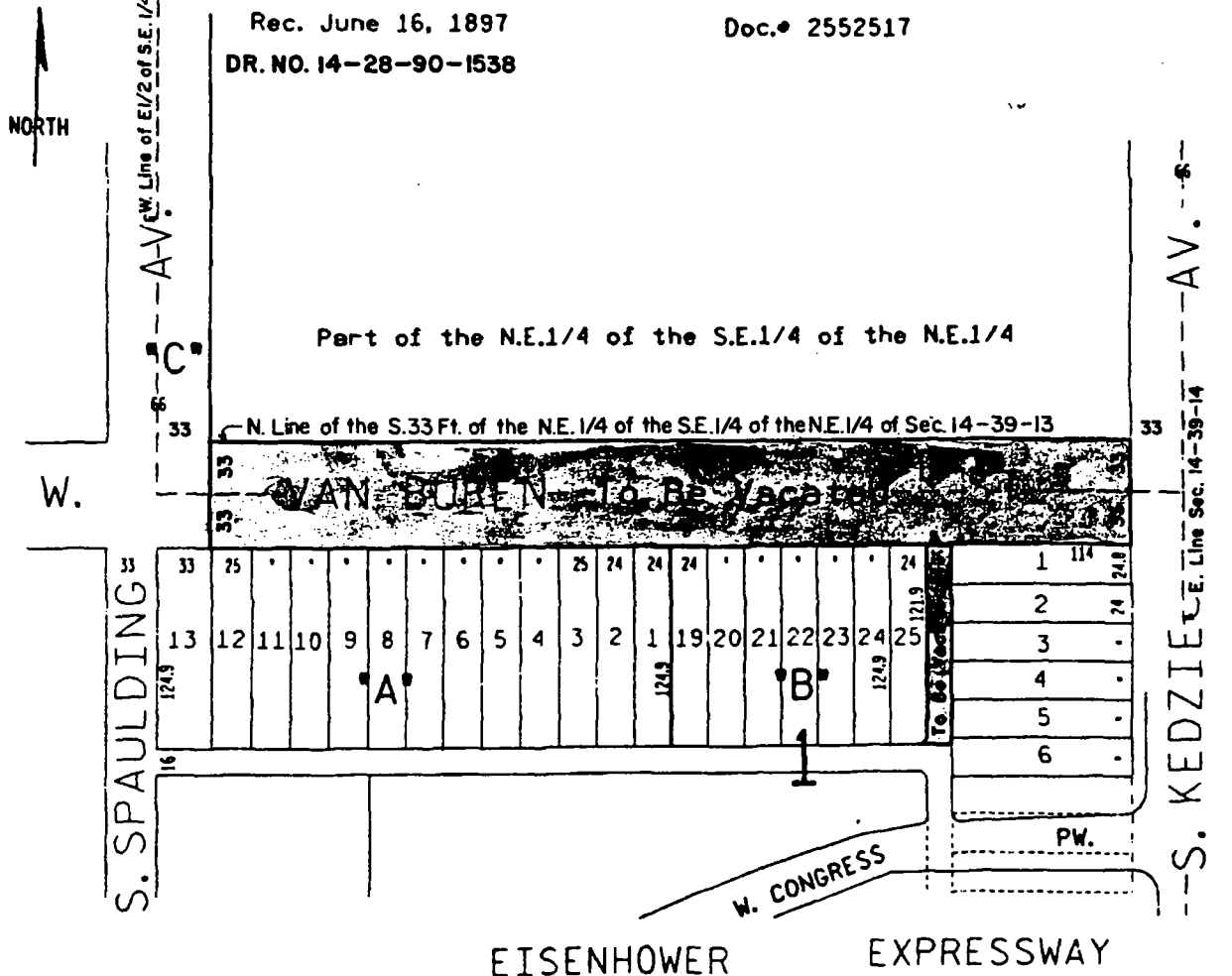
"D"

Ordinance for Opening Van Buren St. Between Spaulding
and Kedzie Aves. Ordinance Passed Dec. 7, 1891, Order of Possession March 30, 1897.

Rec. June 16, 1897

Doc. 2552517

DR. NO. 14-28-90-1538



(Continued from page 67993)

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

*West Berwyn Avenue, West Of North
Ravenswood Avenue.*

WHEREAS, The residents of the 1800 block of West Berwyn Avenue have requested that a cul-de-sac be constructed at the intersection of West Berwyn Avenue and North Ravenswood Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West Berwyn Avenue, west of North Ravenswood Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*West Farragut Avenue, West Of North
Ravenswood Avenue.*

WHEREAS, The residents of the 1800 block of West Farragut Avenue have requested that a cul-de-sac be constructed at the intersection of West Farragut Avenue and North Ravenswood Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West Farragut Avenue, west of North Ravenswood Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*West Summerdale Avenue, West Of North
Ravenswood Avenue.*

WHEREAS, The residents of the 1800 block of West Summerdale Avenue have requested that a cul-de-sac be constructed at the intersection of West Summerdale Avenue and North Ravenswood Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West Summerdale Avenue, west of North Ravenswood Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS TO
EAST BANK CLUB TO SET BACK CURB ON PORTION
OF NORTH KINGSBURY STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 11, 1995.

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 issue free permits to set back the curb on the east side of North Kingsbury Street, from the property line of West Hubbard Street to a point 113 feet south thereof. This order was referred to the committee on December 21, 1994.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 issue the necessary permits to the East Bank Club, 500 North Kingsbury Street, Chicago, Illinois, to set back the curb on the east side of North Kingsbury Street, from the property line of West Hubbard Street to a point 113 feet south thereof, subject to the approval of plans, without fees without compensation, and on the condition that the adjacent property owner shall assume full responsibility for maintenance and snow removal, and shall insure, save and hold harmless the City of Chicago from all liability.

REAFFIRMATION OF CURRENT EXPIRATION DATE FOR
SIGN/SIGNBOARD PERMITS AT VARIOUS LOCATIONS
ADJACENT TO CHICAGO TRANSIT AUTHORITY
ELEVATED TRAIN STRUCTURES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith (referred on February 8, 1995) directing the Commissioner of Buildings not to extend the permits for various signs/signboards at ten locations adjacent to C.T.A. elevated train structures.

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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, On June 25, 1983 the City Council of Chicago authorized the issuance of permits to Foster and Kleiser and its successors for the erection of signs/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at the following various locations adjacent to C.T.A. elevated train structures:

North Franklin Street at West Lake Street (north elevation)
North LaSalle Street at West Lake Street (north elevation)
North Clark Street at West Lake Street (north elevation)
West Randolph Street at North Wells Street (east elevation)
West Washington Street at North Wells Street (west elevation)
West Madison Street at North Wells Street (east elevation)
West Monroe Street at North Wells Street (east elevation)
West Adams Street at North Wells Street (east elevation)
West Jackson Boulevard at North Wells Street (west elevation)
North Clark Street at West Van Buren Street (north elevation); and

WHEREAS, The City was sued by Foster and Kleiser when the City rescinded the issuance of said permits; and

WHEREAS, The court ruled in favor of Foster and Kleiser in eight cases and in another action the court ruled in favor of the City, thus rescinding two permits; and

WHEREAS, Subsequent court action allowed the permits of the ten locations above listed to be extended to December 30, 1995; and

WHEREAS, correspondence between "The Ad Hoc Committee to Remove C.T.A. Billboards" and the C.T.A. indicates that the C.T.A. will not extend the lease beyond December 30, 1995. Similar correspondence exists between The Honorable Burton Natarus and the C.T.A.; now, therefore,

Be It Hereby Resolved, That the City's Commissioner of Buildings is hereby directed not to extend the said permits beyond December 30, 1995.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on March 9, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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):

Mr. Joseph Feldman.
(4170 South Halsted Street)

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 Joseph Feldman, 3252 South Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4170 South Halsted Street.

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

Mr. Joseph Feldman.
(4301 South Halsted Street)

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 Joseph Feldman, 3252 South Halsted Street, from the

provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4301 South Halsted Street.

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

Mr. Joseph Feldman.
(4341 South Halsted Street)

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 Joseph Feldman, 3252 South Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4341 South Halsted Street.

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

Mr. Joseph Feldman.
(4357 South Halsted Street)

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 Joseph Feldman, 3252 South Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4357 South Halsted Street.

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

Gast Monuments, Inc.

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 Gast Monuments, Inc., 1900 West Peterson Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility (north side of lot) adjacent thereto.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH MICHIGAN AVENUE AS
"BISHOP ROOSEVELT ADAMS AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 take the actions necessary to honorarily designate South Michigan Avenue, from East 117th Street to East 118th Street, as "Bishop Roosevelt Adams Avenue". This order was referred to the committee on March 9, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schuler, M. Smith, Moore, Stone -- 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 give consideration to honorarily designate South Michigan Avenue, from East 117th Street to East 118th Street, memorializing the street to "Bishop Roosevelt Adams Avenue".

AUTHORIZATION FOR STANDARDIZATION OF PORTION
OF SOUTH OAKLEY AVENUE AS
"LCPL JOHN A. GULDAN
AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 take the actions necessary to honorarily designate South Oakley Avenue, from West 90th Street to West 100th Street, as "LCPL John A. Guldan Avenue". This ordinance was referred to the committee on March 9, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 Journal of Proceedings of said date which authorizes erection of honorary street signs. The Commissioner of Transportation shall take the necessary action for standardization of South Oakley Avenue, between West 90th Street and West 100th Street, as "LCPL John A. Guldan Avenue".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION
OF WEST SHAKESPEARE AVENUE AS "REVEREND
GEORGE HENDERSON DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, April 6, 1995.

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 take the actions necessary to honorarily designate the 2700 through 2900 blocks of West Shakespeare Avenue, as "Reverend George Henderson Drive". This ordinance was referred to the committee on March 9, 1995.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 shall take the necessary action for standardization of the 2700 through 2900 blocks of West Shakespeare Avenue, as "Reverend George Henderson Drive".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

COMMITTEE ON ZONING.

AMENDMENT OF CHICAGO ZONING ORDINANCE
TO RECLASSIFY AREA SHOWN ON
MAP NUMBER 9-M.

(Committee Meeting Held February 2, 1995)

The Committee on Zoning submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 2, 1995, I beg leave to recommend that Your Honorable Body *Pass* the ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the area shown on Map Number 9-M.

This is Application Number A-3274 for which I request immediate passage.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- Alderman Watson -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map No. 9-M in the area bounded by:

the alley next north of and parallel to West Belmont Avenue; the alley next east of and parallel to North Austin Avenue; a line 125 feet north of West Belmont Avenue; North Marmora Avenue or the line thereof if extended where no street exists; West Belmont Avenue; and North Austin Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

APPROVAL OF ZONING EXCEPTION FOR CHANGE OF LICENSEE
AND CONTINUED OPERATION OF TAVERN AT 2444
WEST DIVERSEY AVENUE.

(Committee Meeting Held March 14, 1995)

The Committee on Zoning submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on March 14, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of one application for an exception for property located at 2444 West Diversey Avenue.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. They are Application Numbers 11467, 11458, A-3286, 11476, 11462, A-3304, 11429, A-3201, 11426, 11326 and 11346.

Please let the record reflect that Alderman Burton Natarus abstained from voting under Rule 14 on Application Number A-3201. Also, please let the record reflect that I, Alderman Williams Banks, abstained from voting on Application Number 11443.

At this time, I, along with Alderman Ed Smith move that this report be deferred and published with the exception of Application Numbers 11461, 11426, A-3304, A-3306, 11326 and 11476, and also the application for an exception for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- Alderman Watson -- 1.

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

The following is said resolution as adopted:

WHEREAS, J & V Liquors, Inc., Arthur Mora, President, Mercedes Mora, Vice President, filed on December 15, 1994, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a one-story building, in an R3 General Residence District, on premises at 2444 West Diversey Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered December 15, 1994 reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, specifically, Articles 7.3-4 and 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact; the said use is located in an R3 General Residence District; that the subject site is improved with a one-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a one-story building, on the premises at 2444 West Diversey Avenue and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, J & V Liquors, Inc., Arthur Mora, President, Mercedes Mora, Vice President, as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Zoning Ordinance.

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

(Committee Meeting Held March 14, 1995)

The Committee on Zoning submitted the following report:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on March 14, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of one application for an exception for property located at 2444 West Diversey Avenue.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. They are Application Numbers 11467, 11458, A-3286, 11476, 11462, A-3304, 11429, A-3201, 11426, 11326 and 11346.

Please let the record reflect that Alderman Burton Natarus abstained from voting under Rule 14 on Application Number A-3201. Also, please let the record reflect that I, Alderman William Banks, abstained from voting on Application Number 11443.

At this time, I, along with Alderman Ed Smith move that this report be deferred and published with the exception of Application Numbers 11461, 11462, A-3304, A-3306, 11326 and 11476, and also the application for an

exception for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- Alderman Watson -- 1.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being part of the ordinance):

Reclassification Of Area Shown On Map Number 2-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 C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

South Wacker Drive; a line 109.97 feet north of and parallel to West Monroe Street; a line 95.39 feet east of and parallel South Wacker Drive; a line 114.96 feet north of and parallel to West Monroe Street; a line 181.35 feet east of and parallel to South Wacker Drive; West Monroe Street, and South Wacker Drive,

to the designation of a Central Area Parking Planned Development, which is hereby established in the area above described, subject to such use and bulk

regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Central Area Parking Planned Development Number _____

Plan Of Development Statements.

1. The property delineated on the attached Property Line and Planned Development Boundary Map as a Central Area Parking Planned Development is owned and controlled by Illinois Institute of Technology, an Illinois not-for-profit corporation (the "Applicant").
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assignees of the Applicant and the property owner of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property and all portions thereof shall throughout the period this Central Area Parking Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the property as Authorized Agent of the property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communications from the City in relation to and on behalf of the affected property owner or owners and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the property. Nothing herein shall be construed to mean that any owner of the property or any portion thereof is relieved of any obligation

hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the property or any rights therein.

4. This Planned Development consists of ten (10) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; and a Site/Landscape Plan prepared by Walker Parking Consultants/Engineers, Inc., dated March 8, 1995. Full size sets of the Site/Landscape Plan are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance and satisfies the established criteria for approval as a Planned Development.
5. The uses permitted within the area delineated herein as "Central Area Parking Planned Development" shall be off-street surface parking.
6. Identification and temporary construction signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
7. Any ingress and egress must be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.
8. The improvements on the Property shall be designed, installed and maintained in general conformance with the Site/Landscape Plan and the parking lot landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
9. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate, and consistent with the nature of the improvements contemplated in this Planned Development and the

purpose underlying the provisions hereof. Any such modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

10. Unless substantial construction of the proposed parking lot has commenced within two (2) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of a C3-7 Commercial-Manufacturing District.

[Existing Zoning Map; Property Line and Planned Development Boundary Map; and Site/Landscape Plan referred to in these Plan of Development Statements printed on pages 68017 through 68020 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Central Area Parking Planned Development Number ____

Bulk Regulations And Data Table

Illinois Institute Of Technology

77 South Wacker Drive.

Gross Site Area minus Area of Public Streets equals Net Site Area.

Gross Site Area: 37,494 square feet.

Area of Public Streets: 17,123 square feet.

Net Site Area: 20,371 square feet, .4677 acres.

Maximum Permitted F.A.R. for
Net Site Area:

16.0.

Minimum Setback of Parking
Spaces:

In accordance with Site/Land-
scape Plan.

Maximum Number of Parking
Spaces:

51.

*Reclassification Of Area Shown On Map Number 2-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by:

West Jackson Boulevard; the alley next west of and parallel to South Morgan Street; West Gladys Avenue; and a line 72.26 feet west of the alley next west of and parallel to South Morgan Street,

to those of a C1-4 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

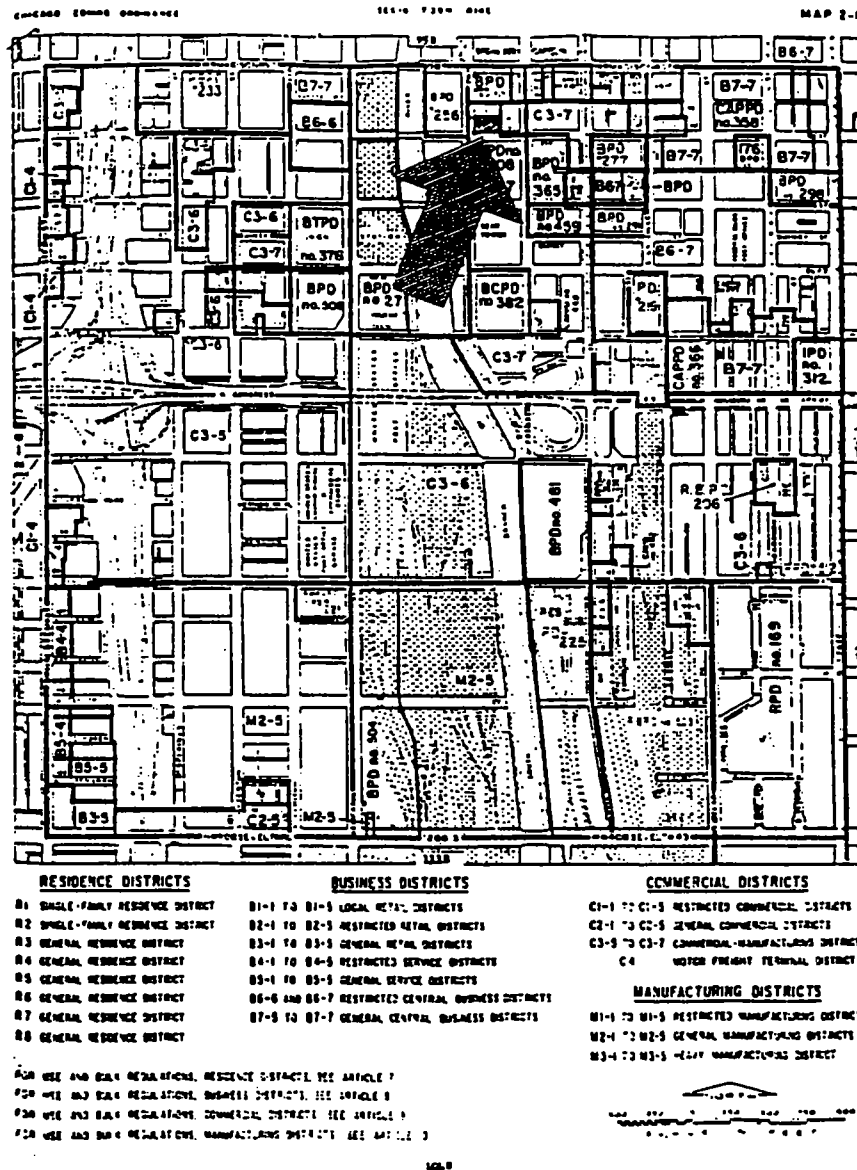
SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-G.

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

(Continued on page 68021)

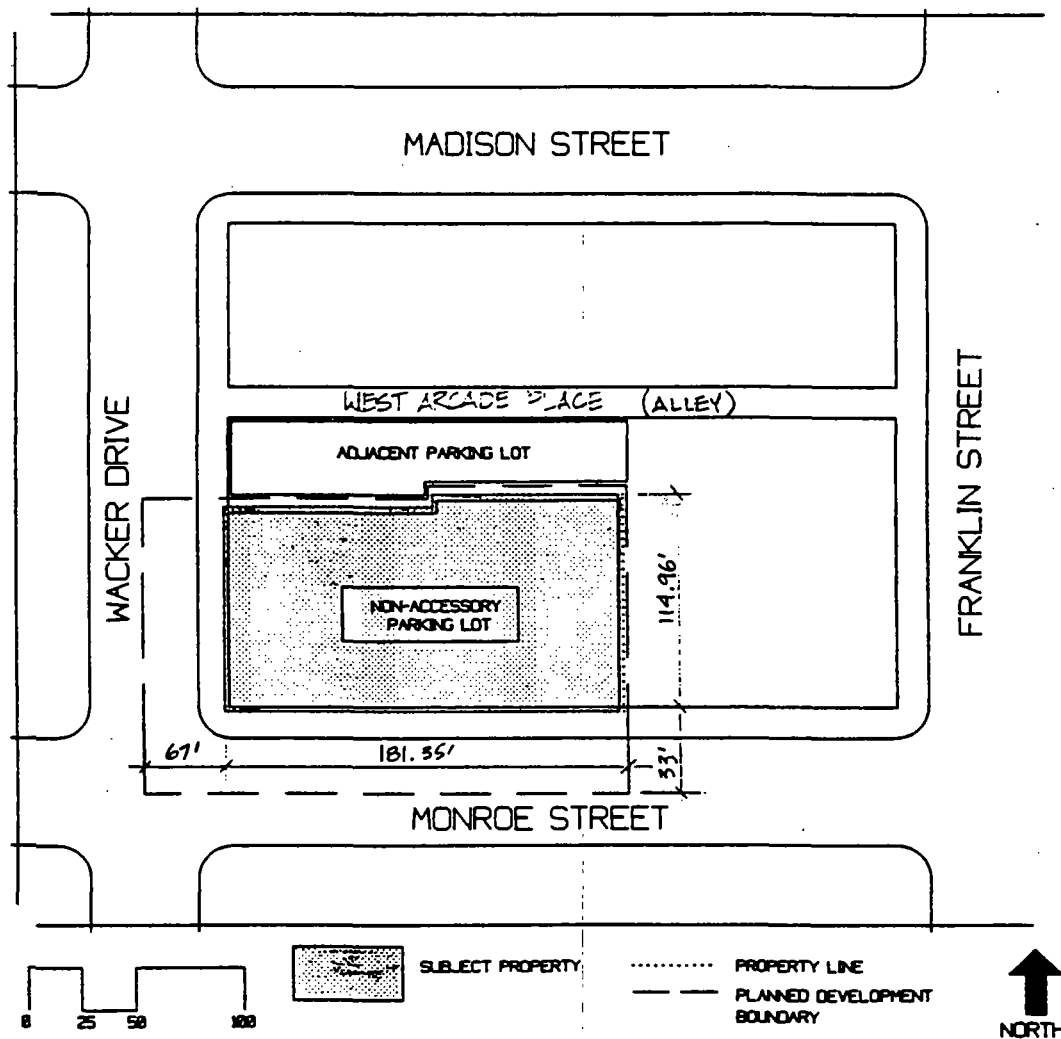
Existing Zoning Map.



APPLICANT: ILLINOIS INSTITUTE OF TECHNOLOGY
 10 W. 33RD ST.
 CHICAGO, IL 60616

DATE: MARCH 8, 1995

Property Line And Planned Development Boundary Map.

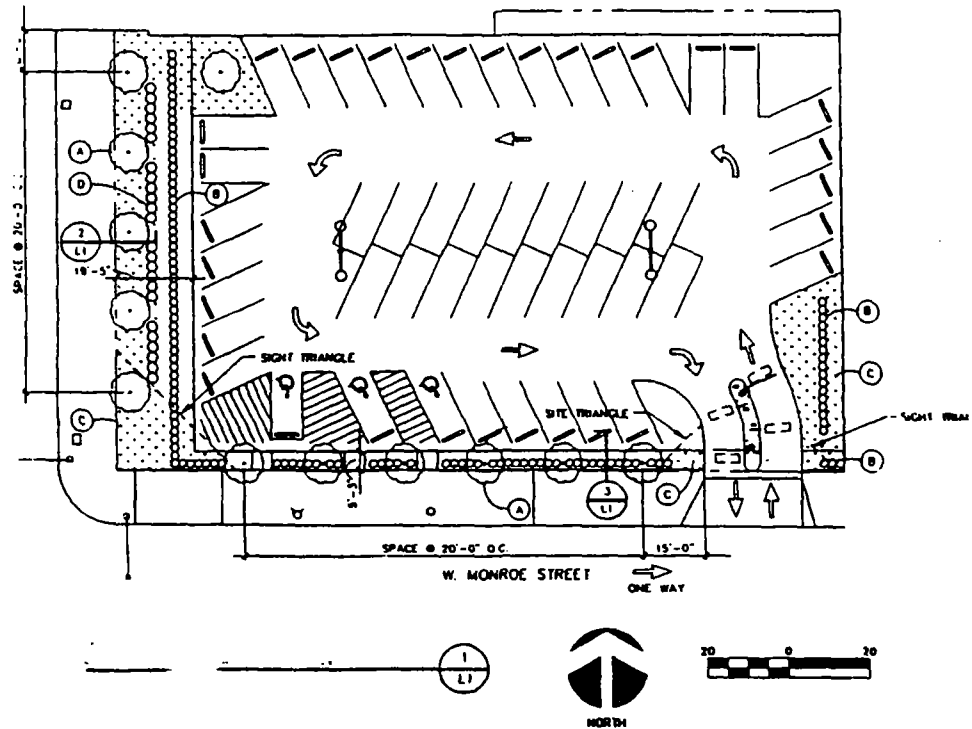
CENTRAL AREA PARKING
PLANNED DEVELOPMENT

APPLICANT: ILLINOIS INSTITUTE OF TECHNOLOGY
10 W. 33RD ST.
CHICAGO, IL 60616

DATE: MARCH 8, 1995

Site/Landscape Plan.
(Page 1 of 2)

CENTRAL AREA PARKING
PLANNED DEVELOPMENT



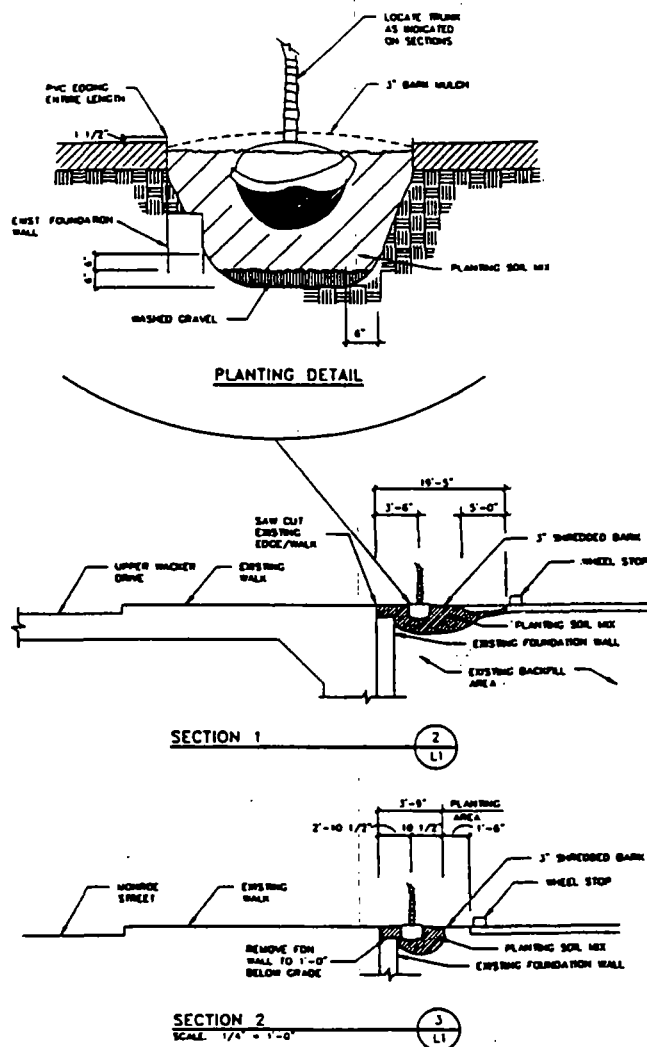
SYMBOL	COMMON NAME	BOTANICAL NAME	NO.	SIZE	METHOD	SPACING	REMARKS
(A)	THORNLESS HONEYLOCUST	GLADSTON BRACANTHOS INERMIS	12	2 1/2" CALIPER	B & B	AS NOTED	FULL DENSE, MATCHED SPECIMAN QUALITY
(B)	HICKS YEW	TAXUS MEDIA HICKS	116	24" - 30"	B & B	24" O.C.	FULL DENSE, MATCHED SPECIMAN QUALITY TO CREATE UNIFORM MEI
(C)	CREeping JUMPER	JUNIPERUS HORIZONTALIS	1991 96.R.	1 GAL.	CONTAINER	12" O.C.	FULL DENSE, MATCHED SPECIMAN QUALITY
(D)	GOLDEN SPURGEA	SPURGEA BRUNALDA	24	30"	B & B	30" O.C.	FULL DENSE, MATCHED SPECIMAN QUALITY TO CREATE UNIFORM MEI

APPLICANT: ILLINOIS INSTITUTE OF TECHNOLOGY
10 W. 33RD ST.
CHICAGO, IL 60616

DATE: MARCH 8, 1995

Site/Landscape Plan.
(Page 2 of 2)

CENTRAL AREA PARKING
PLANNED DEVELOPMENT



APPLICANT: ILLINOIS INSTITUTE OF TECHNOLOGY
10 W. 33RD ST.
CHICAGO, IL 60616

DATE: MARCH 8, 1995

(Continued from page 68016)

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. 2-G in the area bounded by:

West Rundell Place; a line 360.12 feet east of the alley next east of and parallel to South Aberdeen Street; West Arcade Place; a line 492.17 feet east of South Aberdeen Street; West Monroe Street; South Aberdeen Street; a line 80.04 feet north of West Arcade Place; and the alley next east of and parallel to South Aberdeen Street,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-J in the area bounded by:

West Monroe Street; the alley next east of and parallel to South Central Park Boulevard; a line 200.22 feet south of West Monroe Street; and South Central Park Boulevard,

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 Institutional Planned Development No. 351 symbols and indications as shown on Map No. 6-J in the area bounded by:

West 30th Street; South Lawndale Avenue; West 31st Street; and South Hamlin Avenue,

to the designation of Institutional Planned Development No. 351, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Amended Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number 351,

As Amended,

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development consists of approximately 361,548 square feet (8.30 acres) net site area, which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicants, the Public Building Commission of Chicago and the Chicago Board of Education.
2. The Applicants ("Applicants") shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Planned Development. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicants or their successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicants, their successors and assigns, grantees and lessees, if different than the Applicants, the legal title holders or any ground lessors. All rights granted hereunder to the Applicants shall inure to the benefit of the Applicants' successors and assigns and, if different than the Applicants, the legal title holder or 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 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 of 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 Applicants 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 Planned Development consists of these fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Property Line and Planned Development Boundary Map; a Site Plan; a Landscape Plan and Building Elevation Drawings prepared by Warman, Olsen, and Warman Ltd. dated March 8, 1995. Full size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The 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 uses permitted within the area delineated herein as "Institutional Planned Development" shall be educational facilities, accessory parking and related uses incidental thereto.
6. Identification and other necessary signs, including temporary construction signs, shall be permitted within the area delineated herein as "Institutional Planned Development", subject to the review and approval by the Department of Planning and Development.
7. Off-street parking and off-street loading facilities shall be provided in compliance with this Planned Development, subject to review of the Departments of Transportation and Planning and Development. The minimum number of off-street parking spaces shall be determined in accordance with the attached Bulk Regulations and Data Table. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped.
8. Any service drives or any other means of ingress or egress, including for emergency vehicles shall be adequately designed and paved in accordance with the provisions of the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas, or within fire lanes. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic, and the Department of Planning and Development.
9. Height restriction of any building or any appurtenance thereto, shall, in addition to the Bulk Regulations and Data Table, be subject to:
 - a) height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.
10. The maximum permitted floor area ratio (F.A.R.) shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
11. The Planned Development hereby attached 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 Development in effect on the date of this application.

12. Improvements of the Property, including landscaping and all entrances and exits to the parking area, shall be designed and installed in substantial conformance with the Site Plan, Landscape Plan, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicants and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate and consistent with the nature of the improvements contemplated in 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 and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
14. The Applicants acknowledge that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicants shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
15. Unless substantial new construction on the property has commenced within five (5) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective

date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this statement, then the zoning of the Property shall automatically revert to the pre-existing controls set forth in the original Institutional Planned Development No. 351.

[Existing Zoning Map; Existing Land-Use Map; Property Line and Planned Development Boundary Map; Site Plan; Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 68027 through 63033 of this Journal.

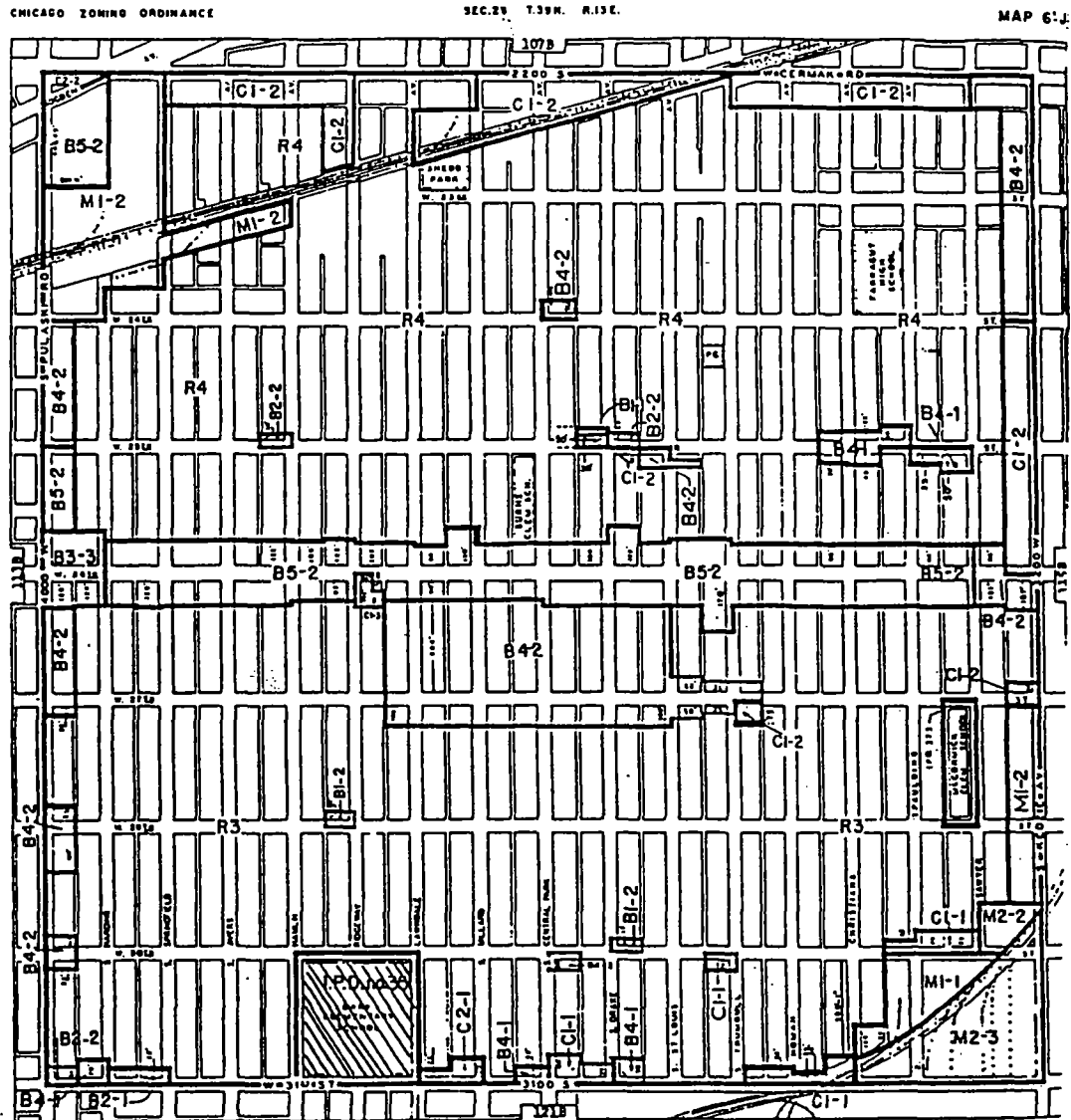
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development Number 351, As Amended

Bulk Regulations And Data Table.

Net Site Area:	361,508.81 square feet (8.3 acres).
Gross Site Area:	445,183.2 square feet (10.3 acres).
Area in Public Right-of-Way:	83,674.39 square feet (1.92 acres) .
Maximum Permitted Floor Area Ratio:	0.6.
Minimum Number of Off-Street Parking Spaces:	89.
Minimum Number of Off-Street Loading Spaces:	2.
Maximum Building Height:	50 feet.
Minimum Setbacks: Site Coverage, Distance Between Buildings	In accordance with Site Plan.
Maximum Staffing:	267.

Existing Zoning Map.

INSTITUTIONAL PLANNED DEVELOPMENT
NO. 351, AS AMENDED

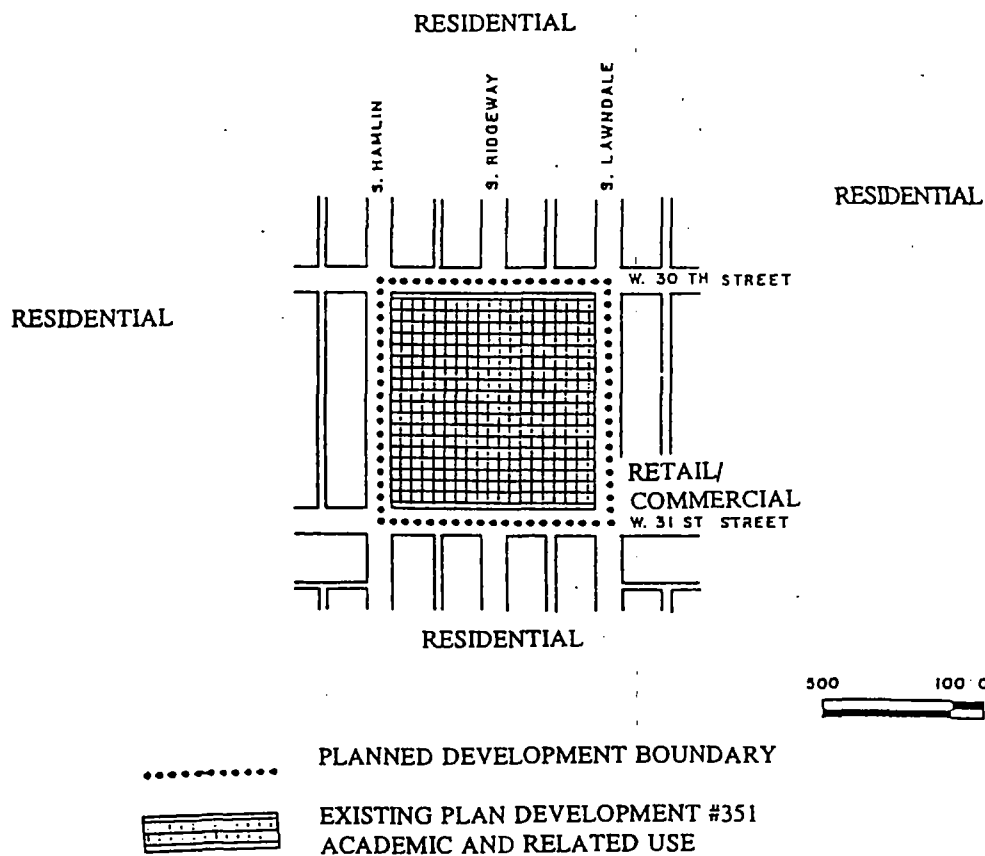
PLANNED DEVELOPMENT BOUNDARIES

APPLICANTS: Public Building Commission and
Board of Education of Chicago

DATE: January 12, 1995

Existing Land Use Map.

INSTITUTIONAL PLANNED DEVELOPMENT
NO. 351, AS AMENDED



APPLICANT:

THE PUBLIC BUILDING COMMISSION OF CHICAGO
BOARD OF EDUCATION OF CHICAGO

DATE:

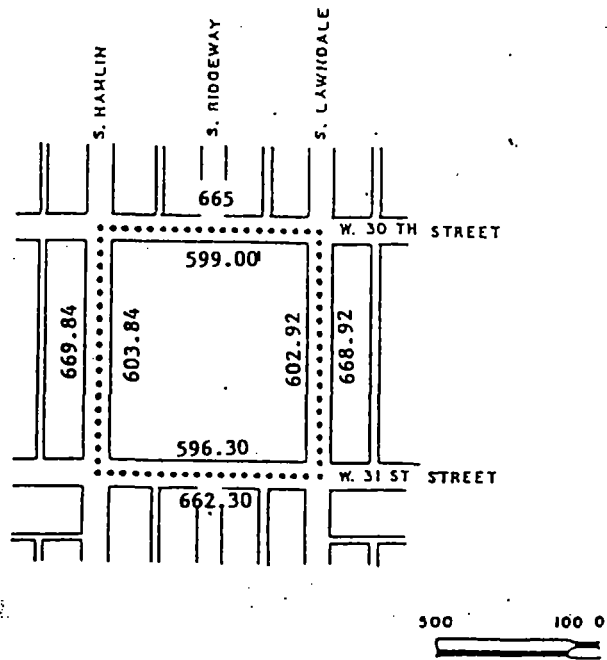
JANUARY 12, 1995

REVISÉ:

MARCH 8, 1995

Property Line And Planned Development
Boundary Map.

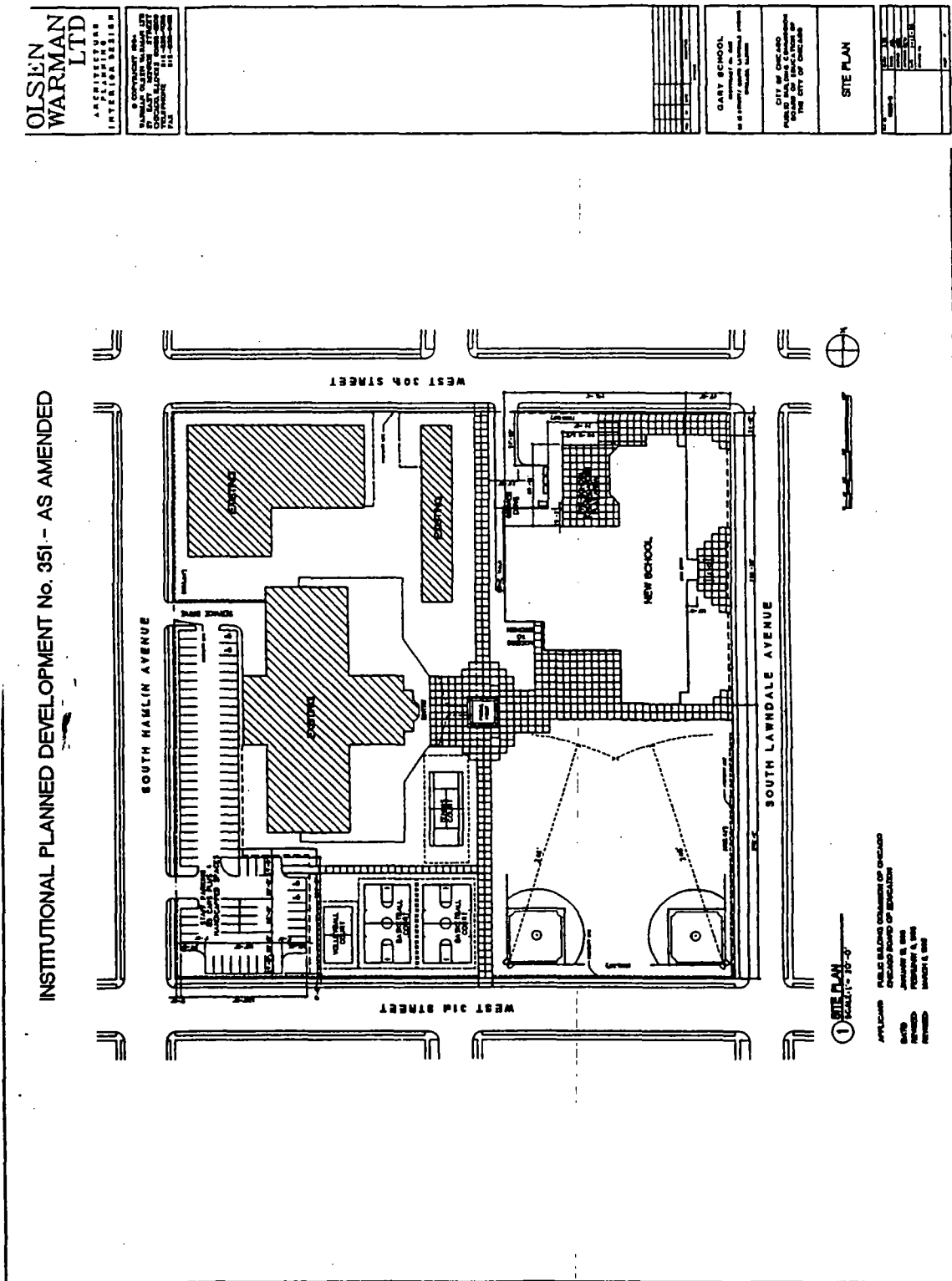
INSTITUTIONAL PLANNED DEVELOPMENT
NO. 351, AS AMENDED



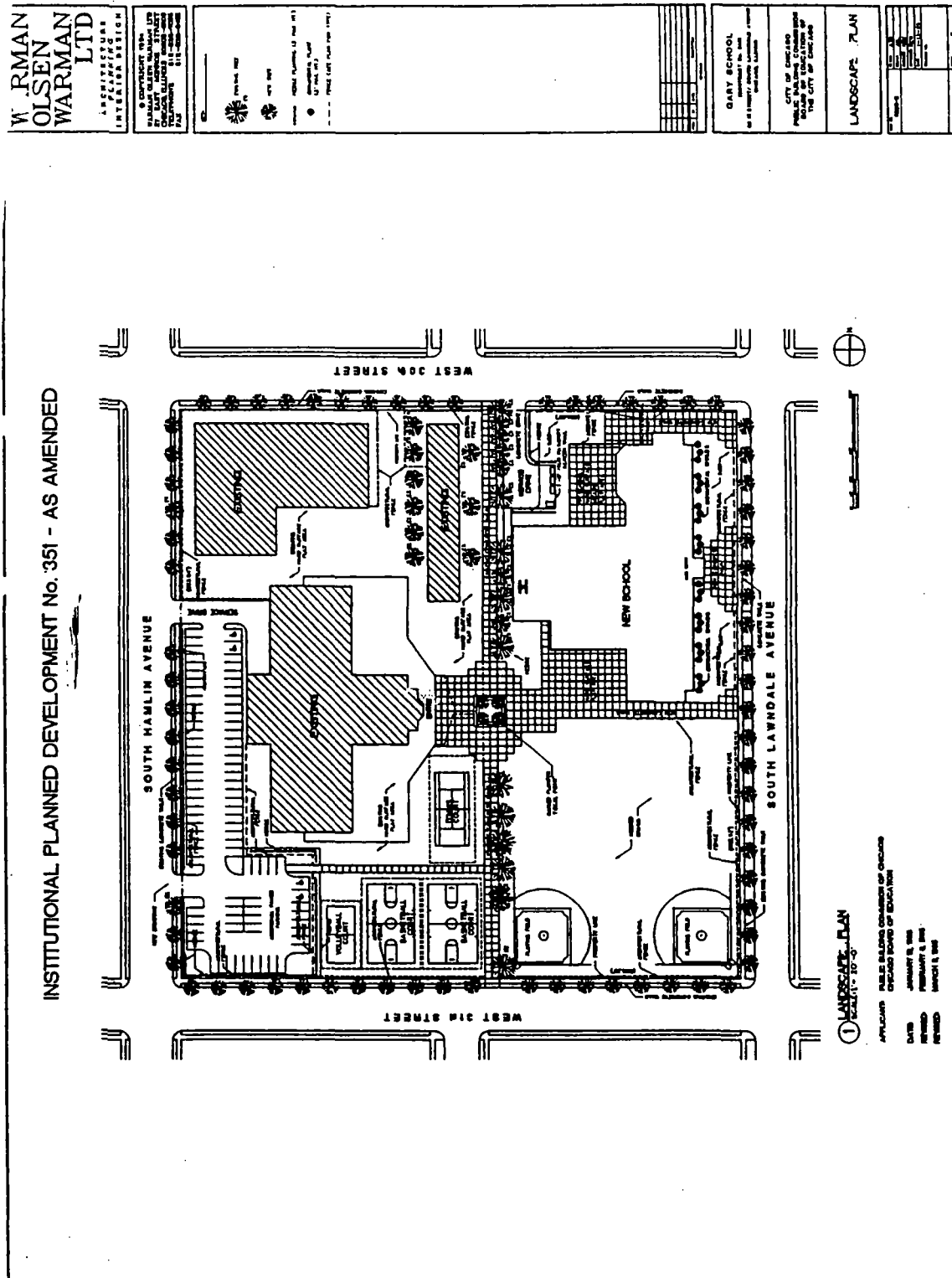
————— PROPERTY LINE
..... PLANNED DEVELOPMENT BOUNDARY

APPLICANT:	THE PUBLIC BUILDING COMMISSION OF CHICAGO BOARD OF EDUCATION OF CHICAGO
DATE:	JANUARY 12, 1995
REVISED:	MARCH 8, 1995

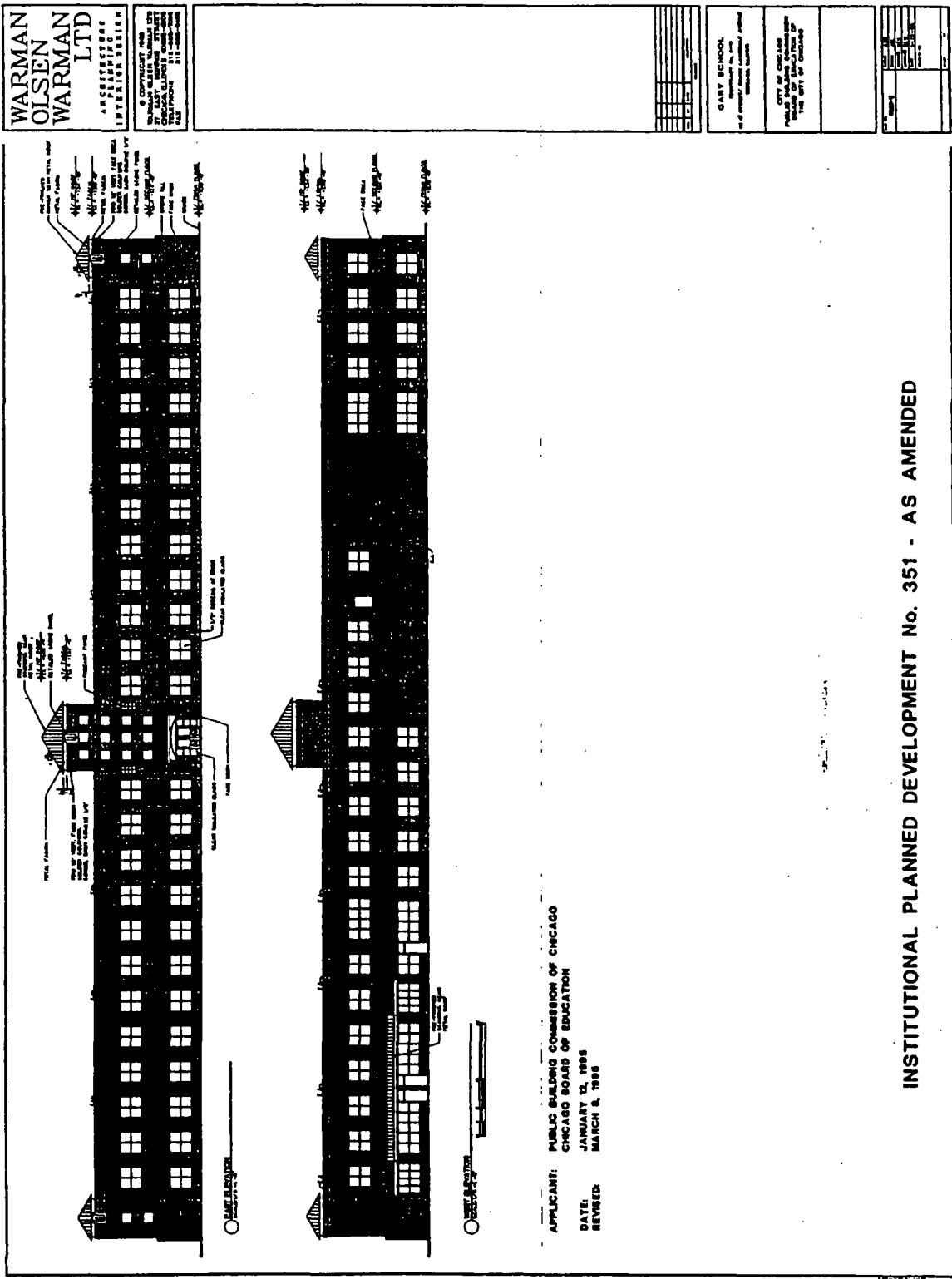
Site Plan.



Landscape Plan.



Building Elevation Drawings.
(Page 1 of 2)



Building Elevation Drawings.
(Page 2 of 2)

SECTION ELEVATION
OF SECTION AND SIDE
ELEVATION

SECTION ELEVATION
OF SECTION AND SIDE
ELEVATION

APPLICANT: PUBLIC BUILDING COMMISSION OF CHICAGO
CHICAGO BOARD OF EDUCATION

DATE: JANUARY 12, 1995
REVISED: MARCH 2, 1995

WARMAN
OLSEN
WARMAN
LTD
ARCHITECTS
INTERIOR DESIGN

1000 N. LAKE STREET
CHICAGO, ILLINOIS 60610
TEL: 312-467-1000
FAX: 312-467-1001

GARY SCHOOL
PUBLIC BUILDING COMMISSION
CHICAGO BOARD OF EDUCATION
1000 N. LAKE STREET
CHICAGO, ILLINOIS 60610
TEL: 312-467-1000
FAX: 312-467-1001

CITY OF CHICAGO
PUBLIC BUILDING COMMISSION
CHICAGO BOARD OF EDUCATION
1000 N. LAKE STREET
CHICAGO, ILLINOIS 60610
TEL: 312-467-1000
FAX: 312-467-1001

INSTITUTIONAL PLANNED DEVELOPMENT No. 351 - AS AMENDED

*Reclassification Of Area Shown On Map Number 9-J.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 9-J in the area bounded by:

starting at a point 340.0 feet west of the west line of North Kimball Avenue; the south line of West Addison Street; thence the west line of North Kimball Avenue running south 1,203.12 feet to a point 85.38 feet north of the Chicago and Northwestern Railroad tracks; thence a line running northwesterly 353.36 feet to the line of the Chicago and Northwestern Railroad tracks; thence a line running 1,164.81 feet along the north line of the Chicago and Northwestern Railroad tracks to the south line of West Eddy Street; thence the south line of West Eddy Street running east for a distance of 380.10 feet; thence a line running southeast and parallel to the Chicago and Northwestern Railroad tracks for a distance of 183.26 feet; thence a line south of and parallel to the south line of West Addison Street running east for a distance of 40.40 feet; thence a line running southeast and parallel to the Chicago and Northwestern Railroad tracks for a distance of 64.05 feet; thence a line running east 464.85 feet south of and running parallel to the south line of West Addison Street for a distance of 209.67 feet; thence a north/south line 402 feet west of and parallel to the west line of North Kimball Avenue, running 90 feet north; thence an east/west line 383.29 feet south of and running parallel to the south line of West Addison Street for a distance of 62 feet; thence a north/south line 340.0 feet west of and parallel to the west line of North Kimball Avenue running 383.29 feet north to the point of beginning,

to the designation of a Manufacturing Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

*Manufacturing Planned Development.**Plan Of Development Statements.*

1. The area delineated herein as a Manufacturing Planned Development consists of approximately 14.5 acres (633,643 square feet) which is owned by International Paper, Inc., and controlled by Dalan-Jupiter, Inc. (the "Applicant") for purposes of this Manufacturing Planned Development.
2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Plan of Development. Any dedication or vacation of streets or alleys or easements or adjustments of right-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, 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 modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all of the owners 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 herein, except any assignment or transfer pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the property so transferred, the current application shall be deemed amended to apply to the legal title holder or transferee thereof (and its beneficiaries if such title is held in a land trust) and the seller or

transferor thereof (and its beneficiaries if title held in a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of these fifteen (15) Statements, a Bulk Regulations and Data Table, a Planned Development Boundary and Property Line Map and Existing Zoning and Land Use Map, a Generalized land Use Plan, a Subarea Site Plan, a Subarea A Landscape Plan and Subarea A Building Elevations including Subarea A Pylon Sign Plan, as prepared by P.F.D.A., Inc., dated December 8, 1994, which are incorporated herein. This Plan of Development is in conformity with the intent and purposes 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. These and no other zoning controls shall apply to the area delineated herein.
5. The following uses shall be permitted within the areas delineated herein:
 - Subarea A -- all uses permitted in the M1-1 Restricted Manufacturing District, including the retail sale of building and home improvement supplies, required parking and other related uses.
 - Subarea B -- All uses and service uses permitted in the M1-1 Restricted Manufacturing District and parking and other related uses, except auto laundries.
 - Subarea C -- All uses as permitted within the M1-1 Restricted Manufacturing District, except retail, restaurant or service uses. Non-accessory parking not serving Subarea C uses shall be permitted on an interim basis only with the approval of the Commissioner of the Department of Planning.
6. Business identification signs and temporary construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Only one (1) pylon sign shall be permitted within Subarea A, in general conformance with the pylon elevation plan attached hereto. Only one (1) pylon sign not exceeding 50 feet in height shall be permitted within Subarea B. No pylon sign shall be permitted in Subarea C.
7. Any service drives or other ingress and egress including emergency vehicles shall be adequately designed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction.

There shall be no parking within such paved areas or within fire lanes. Ingress and egress shall be subject to the review of the Department of Transportation, Bureau of Street Traffic and the Department of Planning and Development.

8. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development subject to review of the Departments of Transportation and Planning and Development. The minimum number of off-street parking spaces shall be determined in accordance with the attached Bulk Regulations and Data Table. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped.
9. The height restriction of any building or any appurtenance attached hereto shall be subject to (a) height limitations as certified on Form FAA-117 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and (b) airport zoning regulations as established by Department of Planning and Development, the Department of Aviation and Department of Law and approved by the City Council.
10. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
11. Improvements of the property, including landscaping and entrances and exits to the parking areas shall be designed, installed and maintained in substantial conformance with the plans described herein, attached hereto and made a part hereof. Parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the parkway tree planting requirements of the Chicago Zoning Ordinance and the corresponding regulations and guidelines.
12. With respect to Subareas B and C identified on the Site Plan, the Applicant shall submit a site plan and elevations including drawings of all signage for each building to the Department of Planning and Development for site plan and Part II approval pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance. Site plan approval is intended to assure that development proposals for the subareas are architecturally integrated and otherwise consistent with the remainder of the Planned Development Ordinance and to assist the City in monitoring ongoing development. If a site plan substantially conforms with the provisions of this Planned Development Ordinance, the Commissioner shall approve the site plan and shall issue written approval thereof to the Applicant within thirty (30) days of submission of the completed application. If the Commissioner determines within said thirty (30) day period that the

site plan does not substantially conform with the provisions of this Planned Development Ordinance, the Commissioner shall advise the Applicant in writing regarding the specific reasons for such adverse determination and the specific areas in which the site plan does not conform to the provisions of this Planned Development Ordinance within fourteen (14) days from the expiration of said thirty (30) day period. In the event of an adverse determination by the Commissioner, the Applicant shall have the right to submit a supplemental or revised site plan for approval. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make a final written determination within said period. The failure of the Commissioner to so advise the Applicant in writing within the time periods herein specified, shall be deemed the Commissioner's approval of the submitted site plan. Following approval of the site plan by the Commissioner, the site plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development Ordinance. After the Commissioner approves the site plan, the approved site plan may be changed or modified pursuant to the provisions of this planned development ordinance. In the event of any inconsistency between an approved site plan and the terms of this planned development ordinance in effect at the time of approval of such site plan or of the modifications thereto, the terms of the Planned Development Ordinance shall govern. The site plan for any new buildings to be constructed within the subareas shall at a minimum, provide the following information:

- building footprints;
- dimension of all set backs;
- location and depiction of all driveways, including relevant dimensions;
- location and depiction of all parking spaces and loading berths (including relevant dimensions);
- location and depiction of all signage;
- all building elevations;
- statistics regarding the new building to be constructed, including;
 - (1) floor area and the F.A.R. as presented on the submitted drawings;
 - (2) number of parking spaces provided;

- (3) number of loading berths provided;
 - (4) the uses to occur in the building;
 - (5) maximum building height;
 - (6) set backs and vertical set-backs, required and provided; and
 - (7) traffic generation data to update and supplement previously submitted traffic impact studies if the Chicago Department of Transportation deems it necessary.
13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development, that such modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this Planned Development. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
15. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) 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 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 is applied to this Planned Development shall

be the effective date of the amendatory ordinance). If this Planned Development with respect to any portion of the property expires under the provisions of this section, then the zoning of the portion of the property affected shall automatically revert to that of an M1-1 Restricted Manufacturing District.

[Existing Zoning and Land-Use Map; Planned Development Boundary and Property Line Map; Generalized Land-Use Plan; Subarea A Site Plan; Subarea A Landscape Plan and Subarea A Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 68042 through 68047 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Manufacturing Planned Development Number _____

Bulk Regulations And Data Table.

Gross Site Area (679,933 square feet) equals Area in Public Rights-of-Way (46,290 square feet) plus Net Site Area (633,643 square feet).

Net Site Area:	Total 14.54 acres (633,643 square feet).
	Subarea A: 8.73 acres (380,271 square feet).
	Subarea B: 1.67 acres (72,614 square feet).
	Subarea C: 4.15 acres (180,758 square feet).

Maximum Floor Area Ratio:	Total Net Site Area: 0.5.
	Subarea A: 0.35.
	Subarea B: 0.44.
	Subarea C: 0.7.

Maximum Site Coverage:	Subarea A: In accordance with Site Plan. Subareas B and C: To be determined at Site Plan review state.
Minimum Number of Off-Street Parking Spaces:	Subarea A: 380 spaces (2% handicapped). Subareas B and C: As required by M1-1 Zoning Classification.
Minimum Number of Loading Berths:	Subarea A: Four at 10 feet by 50 feet. Subareas B and C: As required by M1-1 Zoning Classification.
Maximum Building Heights:	40 feet, 0 inches.
Maximum Signage Height:	Subareas A and B: Pylon sign 50 feet (maximum one pylon sign allowed in each subarea).

***Action Deferred* -- AMENDMENT OF TITLE 4 AND TITLE 17 (CHICAGO ZONING ORDINANCE) OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH LICENSING REQUIREMENTS AND REGULATE BUSINESS ACTIVITIES FOR "HOME OCCUPATIONS".**

(Meeting Held March 21, 1995)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks, Alderman E. Smith and Alderman Bernardini, *Deferred* and ordered published:

CHICAGO, April 12, 1995.

To the President and Members of the City Council:

(Continued on page 68048)

Existing Zoning And Land-Use Map.



/////// - SUBJECT SITE

ALAN-JUPITER, INC.
15 North Wabash
Chicago, IL 60610

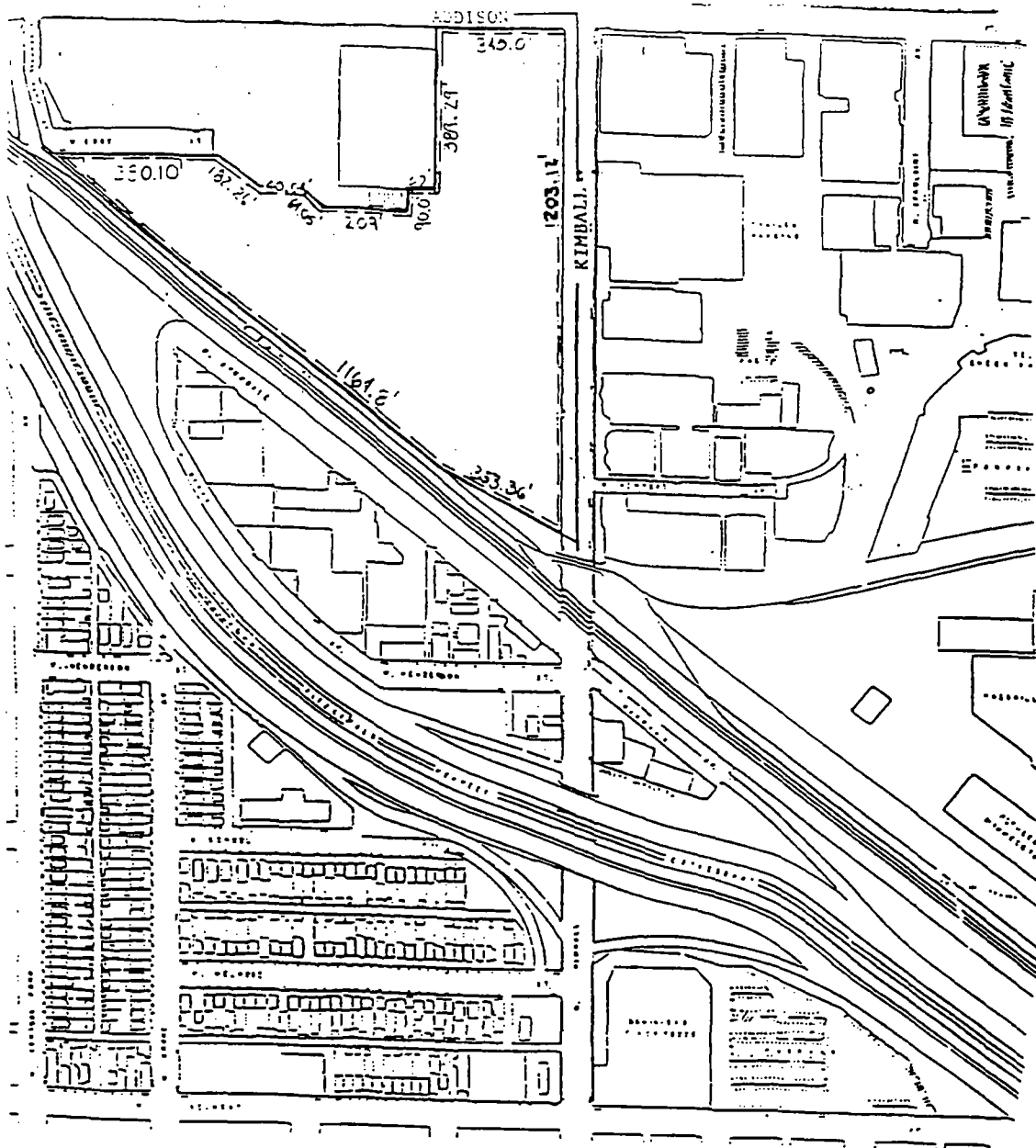
Date: June 16, 1994

Revised: December 8, 1994

- 1 - RETAIL PLANNED DEVELOPMENT
- 2 - MANUFACTURING
- 3 - RESIDENTIAL
- 4 - MIXED COMMERCIAL AND MANUFACTURING

FINAL FOR PUBLICATION

Planned Development Boundary And Property Line Map.



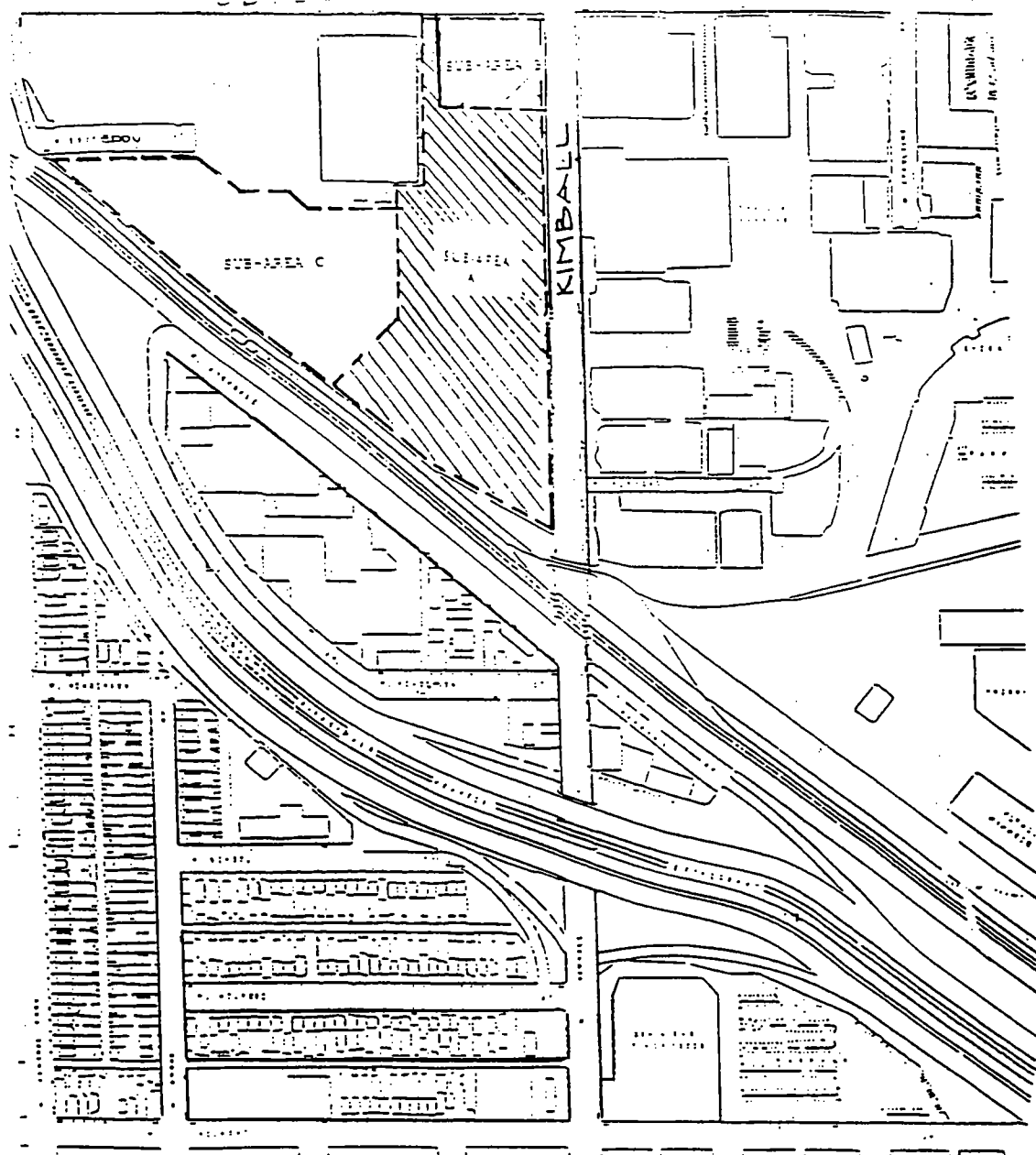
ALAN-JUPITER, INC.
5 North Wabash
Chicago, IL 60610

———— PLANNED DEVELOPMENT BOUNDARY
- - - - - PROPERTY LINE

ate: June 16, 1994

revised: December 8, 1994

Generalized Land-Use Plan.



S F 1/4 SEC. 23.

(See Statement No. 5 for Permitted Uses)

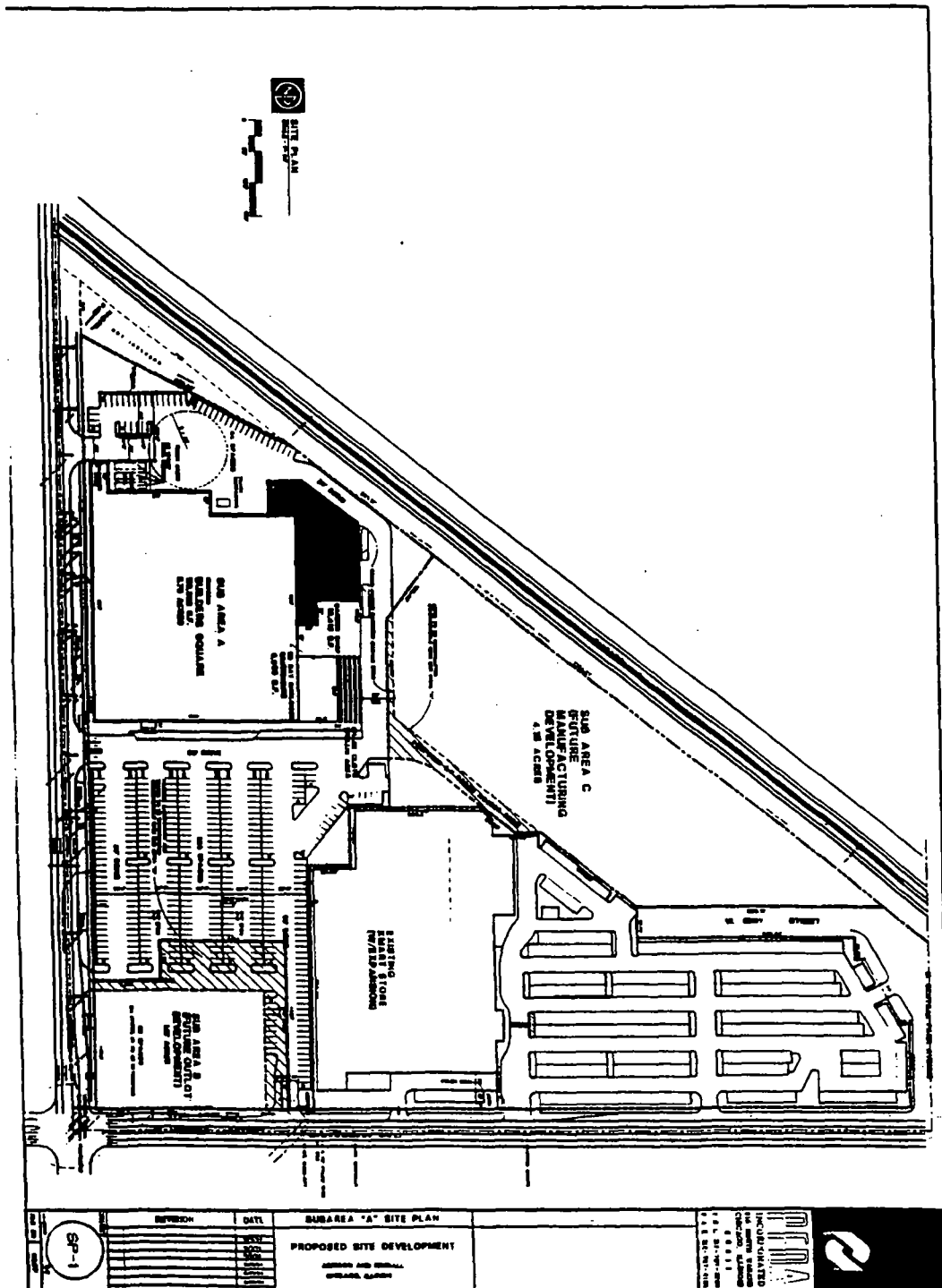
SUB-AREA A SUB-AREA B SUB-AREA C 

ALAN-JUPITER, INC.
5 North Wabash
Chicago, IL 60610

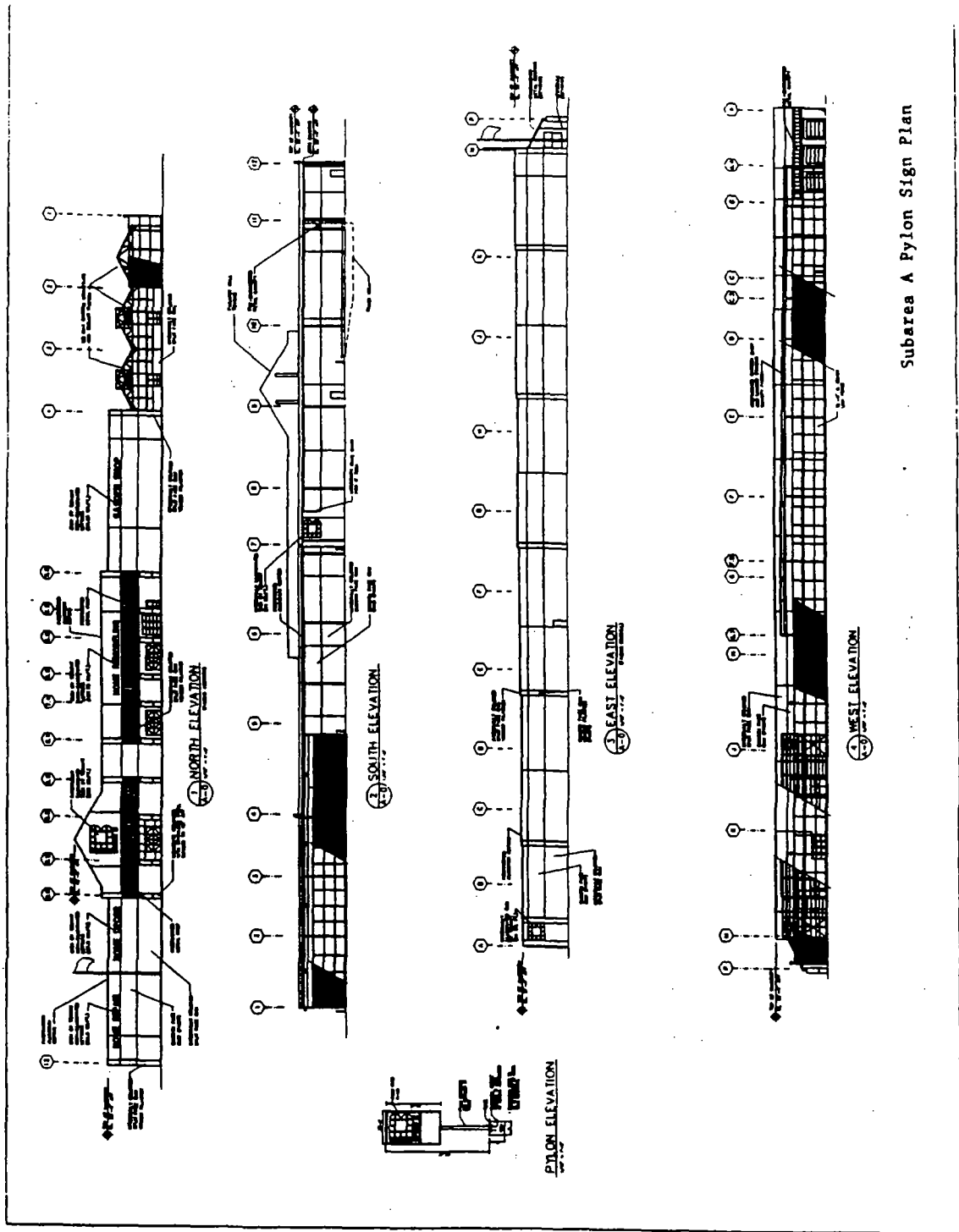
atc: June 16, 1994

revised: December 8, 1994

Subarea A Site Plan.



Subarea A Building Elevations.



(Continued from page 68041)

Reporting for your Committee on Zoning, for which a meeting was held on March 21, 1995, I beg leave to recommend that Your Honorable Body pass an ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of one ordinance which was corrected and amended in its corrected form, this is Application Number MA-33 which is regarding home occupations.

At this time, I, along with Alderman E. Smith and Alderman Bernardini move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed amended ordinance transmitted with the foregoing committee report:

WHEREAS, The existence of home occupations, and the importance of such occupations to the local economy, has significantly increased in recent years; and

WHEREAS, Such occupations should be recognized within the context of city licensing provisions; and

WHEREAS, Such recognition should be coupled with legitimate regulatory requirements; and

WHEREAS, Home occupations should not detract from or interfere with the residential qualities of Chicago's neighborhoods; and

WHEREAS, The use of a dwelling for home occupations should not be permitted to alter the residential character of dwelling units; and

WHEREAS, The regulatory scheme applied to home occupations should be consistent with sound zoning principles; and

WHEREAS, The types of home occupations should be limited to those which are compatible with residential surroundings; now, therefore,

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

SECTION 1. A new chapter of the Municipal Code of Chicago, Chapter 4-380, is hereby created, as follows:

4-380-010 Home Occupations Defined.

(a) "Home occupation" shall refer to the accessory use, of a business or commercial nature, of a dwelling unit, engaged in by the person or persons residing in that unit. The use must be incidental and secondary to the principal residential use of the dwelling unit and must not change the residential character of the dwelling unit or adversely affect the character of the surrounding neighborhood.

(b) The use of a dwelling unit shall not qualify as a home occupation in accordance with this chapter if: (1) more than two patrons or clients are present at the dwelling that is used for a home occupation at any one time; (2) more than ten clients or patrons are present at the dwelling that is used for a home occupation during any twenty-four hour period; or (3) any person, other than the person or persons who reside at the dwelling, performs any work in connection with the occupation.

(c) No home occupation license shall be required in accordance with this chapter if the person engaged in the occupation is exclusively engaged in the performance of work, as an employee, for an entity, the principal place of business of which is located elsewhere.

4-380-020 License Requirement.

No person shall operate a home occupation without first having obtained a license to do so from the Department of Revenue. No more than one license per dwelling unit shall be required. One license shall entitle its holder to conduct more than one occupation within the licensed dwelling, provided that the license applicant indicates, in the application form, the occupation or occupations that will be carried on.

4-380-030 License Application.

An application for a license under this chapter shall be made in conformity with the general requirements of this code relating to applications for licenses. In addition, the applicant shall state the place at which it is desired or intended to carry on a home occupation, the names of the person or persons who will be designated as licensee, the type (or types) of occupation that will be carried on, and any other information which the Director of Revenue may, at her discretion, require.

4-380-040 Home Occupation License Fee.

The annual fee for a home occupation license shall be as set forth in Section 4-5-010 of this Code.

4-380-050 License Renewal.

Licenses granted in accordance with this chapter shall be renewed pursuant to Section 4-4-021 of this Code.

4-380-060 Requirements Applicable To Home Occupations.

No person shall operate a home occupation unless and until the following requirements have been satisfied:

(a) The home occupation must comply with applicable provisions of the Chicago Zoning Ordinance;

(b) The home occupation shall be accessory and secondary to the use of a dwelling for residential purposes;

(c) No home occupation shall be operated from an accessory structure or garage;

(d) The home occupation shall not display or create any external evidence of the operation of the home occupation;

(e) There shall be no internal or external structural alterations or construction, either permanent or accessory, to the dwelling, nor the installation of any equipment which would change the residential character of the dwelling. No separate entrance from the outside of the building shall be added to the residence for the sole use of the home occupation;

(f) Home occupations and all related activities, including storage, shall be conducted completely within the dwelling;

(g) The total square footage of any home occupation shall not permanently occupy more than ten percent (10%) of the floor area of any single-family residence or fifteen percent (15%) of the floor area of any unit in a multiple dwelling building; provided, however, that in no instance may a home occupation permanently occupy more than 300 square feet;

(h) No direct sale of any product on display shelves or racks shall be permitted;

(i) Bulk deliveries related to a home occupation shall be limited to one per day (in addition to United States mail service, express mail, U.P.S. and messenger services) and shall only occur between the hours of 8:00 A.M. and 5:00 P.M.. No tractor trailer delivery shall be permitted;

(j) No home occupation shall produce or emit any noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, or any other effect that unreasonably interferes with any person's enjoyment of his or her residence.

4-380-070 Prohibited Activities/Other Licenses.

(a) The following activities may not be licensed as home occupations in accordance with this chapter: any repair of motorized vehicles, including the painting or repair of automobiles, trucks, trailers, boats and lawn equipment; animal hospitals; kennels; stables; bird keeping facilities; barber shops or beauty parlors; dancing schools; restaurants; massage therapy; catering/food preparation businesses; funeral chapels or homes; crematoria; mausoleums; medical or dental clinics; any facility where products are manufactured, produced or assembled when the home occupation licensee is not the retail point of sale for such products; public places of amusement; the sale of firearms or ammunition; caterers; construction businesses or landscaping businesses that provide the storage of goods and materials to be utilized in the operation of the business or use; warehousing; and welding or machine shops; provided, however, that nothing in this chapter shall prohibit the performance of emergency medical services in a residential dwelling.

(b) Establishments for which a license is required and issued in accordance with any other chapter of the Municipal Code of Chicago shall not be required to obtain a license in accordance with this chapter; such establishments shall file an appropriate form with the Department of Revenue, upon initial license application and upon renewal, indicating that the occupation is practiced in a residence. This subsection shall not be construed to permit any occupation or activity that is not properly licensed in accordance with another chapter of this Code.

4-380-080 Applicability Of Other Laws And Rules.

(a) Nothing in this chapter shall affect the applicability of any federal or state law pertaining to the production, manufacture or assembly of products, or the applicability of the Fair Labor Standards Act, the Occupational Health and Safety Act, or any child labor, workers' compensation, unemployment compensation, wage and hour, or any other applicable law. This chapter shall not apply to any child care institution, day care center, part day child care facility, group home, day care home,

group day care home, or day care center that is properly licensed by a state agency or by the City of Chicago.

(b) Nothing in this chapter shall prevent a condominium association's board of directors, a cooperative association's board of directors or a landlord from adopting a rule prohibiting home occupations on the premises under which circumstances such rule shall supersede this chapter in effect.

4-380-090 Violations And Penalties.

Any person found to have violated any of the provisions of this chapter shall be fined not less than \$200, nor more than \$500, for each offense; and every day that any violation of this chapter shall continue shall constitute a separate and distinct offense.

SECTION 2. Section 4-5-010 of the Municipal Code is hereby amended by adding a new subsection, as follows:

4-5-010 (55a) Home Occupation \$ 125.00

SECTION 3. The Chicago Zoning Ordinance is hereby amended as follows:

(a) Title 17, Article 3.2, is amended by deleting the definition of "Home Occupation" set forth therein, and adding a new definition, as follows:

Home Occupation. "Home occupation" shall refer to the accessory use, of a business or commercial nature, of a dwelling unit, engaged in by the person or persons residing in that unit. The use must be incidental and secondary to the principal residential use of the dwelling unit and must not change the residential character of the dwelling unit or adversely affect the character of the surrounding neighborhood.

The use of a dwelling unit shall not qualify as a home occupation in accordance with this Zoning Ordinance if: (1) more than two (2) patrons or clients are present at the dwelling that is used for a home occupation at any one time; (2) more than ten (10) clients or patrons are present at the dwelling that is used for a home occupation during any twenty-four (24) hour period; or (3) any person, other than the person or persons who reside at the dwelling, performs any work in connection with the occupation.

(b) A new section shall be added to the Chicago Zoning Ordinance as follows:

5.16-1 Home Occupations.

Any use shall be classified as a Home Occupation and permitted in a residential district, including existing planned unit developments which permit residential uses, or any other district, without Special Use approval, provided that it complies with each requirement set forth in Chapter 4-380 of the Municipal Code. In particular, the following requirements shall apply to each home occupation:

(a) the home occupation shall be accessory and secondary to the use of a dwelling for residential purposes;

(b) no home occupation shall be operated from an accessory structure or garage;

(c) the home occupation shall not display or create any external evidence of the operation of the home occupation;

(d) there shall be no internal or external structural alterations or construction, either permanent or accessory, to the dwelling, nor the installation of any equipment which would change the residential character of the dwelling. No separate entrance from the outside of the building shall be added to the residence for the sole use of the home occupation;

(e) home occupations and all related activities, including storage, shall be conducted completely within the dwelling;

(f) the total square footage of any home occupation shall not permanently occupy more than ten percent of the floor area of any single-family residence or fifteen percent of the floor area of any unit in a multiple dwelling building; provided, however, that in no instance may a home occupation permanently occupy more than 300 square feet;

(g) no direct sale of any product on display shelves or racks shall be permitted;

(h) bulk deliveries related to a home occupation shall be limited to one per day (in addition to United States mail service, Federal Express, U.P.S. and messenger services) and shall only occur between the hours of 8:00 A.M. and 5:00 P.M.. No tractor trailer delivery shall be permitted;

(i) no home occupation shall produce or emit any noise, vibration, smoke, dust, or other particulate matter, odorous matter, heat, humidity, glare, or any other effect that unreasonably interferes with any person's enjoyment of his or her residence;

(j) *the following uses shall not qualify as home occupations: any repair of motorized vehicles, including the painting or repair of automobiles, trucks, trailers, boats, and lawn equipment; animal hospitals; kennels; stables; bird keeping facilities; barber shops or beauty parlors; dancing schools; restaurants; massage therapy; catering/food preparation businesses; funeral chapels or homes; crematoria; mausoleums; medical or dental clinics; any facility where products are manufactured, produced or assembled when the home occupation licensee is not the retail point of sale for such products; public places of amusement; the sale of firearms or ammunition; caterers; construction businesses or landscaping businesses that provide the storage of goods and materials to be utilized in the operation of the business or use; warehousing; and welding or machine shops; provided, however, that nothing in this chapter shall prohibit the performance of emergency medical services in a residential dwelling.*

SECTION 4. This ordinance shall be in force and effect thirty (30) days following its passage and publication.

**Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.**

(Committee Meeting Held March 14, 1995)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, April 12, 1995.

Reporting for your Committee on Zoning, for which a meeting was held on March 14, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of one application for an exception for property located at 2444 West Diversey Avenue.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form they are Application

Numbers 11467, 11458, A-3286, 11476, 11462, A-3304, 11429, A-3201, 11426, 11326 and 11346.

Please let the record reflect that Alderman Burton Natarus abstained from voting under Rule 14 on Application Number A-3201. Also, please let the record reflect that I, Alderman William Banks, abstained from voting on Application Number 11443.

At this time, I, along with Alderman Ed Smith, moved that this report be *Deferred* and published with the exception of Application Numbers 1161, 11426, A-3304, A-3306, 11326 and 11476, and also the application for exception for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-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 B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by:

a line 141.6 feet north of East Madison Street; North Garland Court; a line 101.1 feet north of East Madison Street; and North Wabash Avenue,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

a line 117.73 feet north of West Hubbard Street; North Carpenter Street; West Hubbard Street; and the alley next west of and parallel to North Carpenter 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 1-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 1-K in the area bounded by:

West Washington Boulevard; a line 301.4 feet east of North Karlov Avenue; the alley next south of and parallel to West Washington Boulevard; and a line 151.4 feet east of North Karlov 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 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-7 Commercial Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

West Van Buren Street; South Franklin Street; West Congress Parkway; and South Wacker Drive,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number _____

Plan Of Development

Statements.

1. The area delineated herein as a Business Planned Development consists of approximately 57,937 square feet (1.33 acres) and is owned or controlled by the Applicant, Unicom Thermal Technologies, Inc..
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-ways, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.
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 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 of 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; a Bulk Regulations and Data Table; a Property Line and Planned Development Boundary Map; an Existing Zoning Map; an Existing Land-Use Map; and a Site/Landscape Plan and Building Elevations prepared by Eckenhoff Saunders Architects, dated February 9, 1995. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply. The 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 shall be permitted within the area delineated herein as "Business Planned Development": district heating and cooling facilities, surface parking (accessory and non-accessory) and public open space plazas. The Applicant agrees to comply with all relevant terms of the City policy pertaining to district heating and cooling facilities.
6. Business identification and temporary construction signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation 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 emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation, Bureau of Traffic. The Applicant agrees to pay any costs associated with the temporary closure of any public streets or alleys that are attributable to the proposed development.
8. Height restriction of any building or any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a. height limitations as certified on form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.
9. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements in the Property shall be designed, installed and maintained in general conformance with the Site/Landscape Plan and Building Elevations. The landscaping (including street trees in the adjacent right-of-way) shall be designed, installed and maintained in general conformance with the Site/Landscape Plan and the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. The plaza space depicted on the Site/Landscape Plan shall be constructed concurrently with the proposed cooling facility structure. The color of the service door located on the Congress Parkway elevation shall match the color of the adjacent cast in place concrete. The roof-top screening located on the east elevation shall not be perforated. The Applicant shall be responsible for maintaining the property in good condition at all times, including times when the cooling facility is not operational.
11. The terms, conditions and exhibits of the Planned Development Ordinance may be modified administratively by the Commissioner of

the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate and consistent with the nature of the improvements contemplated in 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 and Development 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.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
13. Unless substantial construction of the proposed cooling facility has commenced within five (5) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of a C3-7 Commercial Manufacturing District.

[Property Line and Planned Development Boundary Map; Existing Zoning Map; Existing Land-Use Map; Site/Landscape Plan, and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 68062 through 68068 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development Number ____

Bulk Regulations And Data Table.

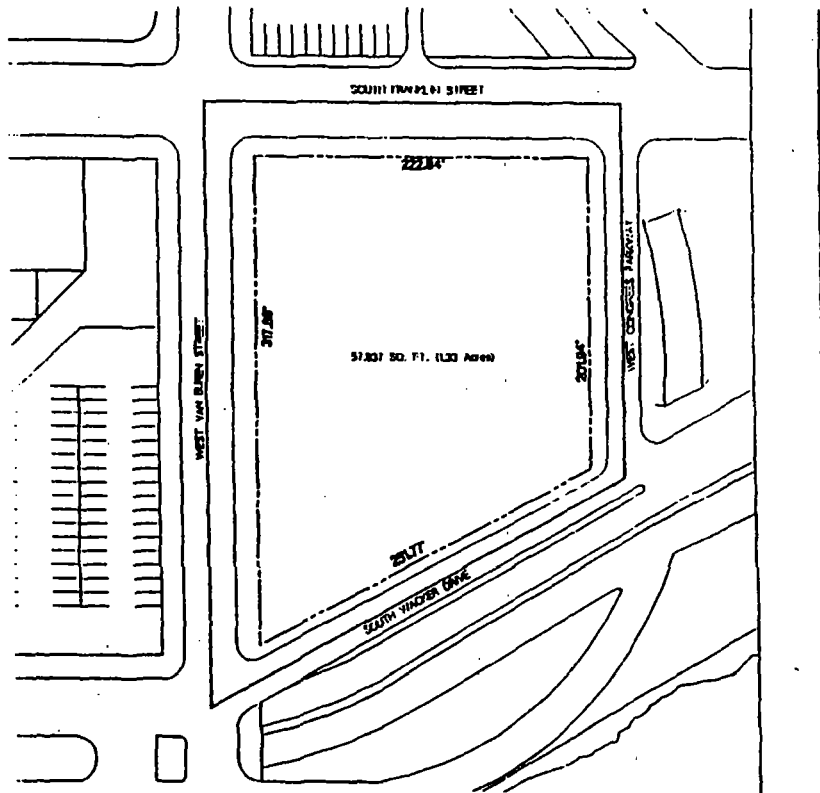
Gross Site Area: 91,197 square feet (2.09 acres), equals Net Site Area, 57,937 square feet (1.33 acres) plus Area in Public Right-of-way 33,260 square feet (0.76 acres).

Net Site Area:	57,937 square feet/1.33 acres.
Maximum Floor Area Ratio:	16.0.
Maximum Percent of Site Coverage:	In accordance with Site/Landscape Plan.
Maximum Floor Area Ratio for Total Net Site Area:	16.0.
Maximum Number of Off-Street Parking Spaces (Surface):	73.
Minimum Number of Off-Street Loading Berths:	0.
Maximum Percent of Site Coverage:	In accordance with Site/Landscape Plan.
Minimum Required Building Setbacks:	In accordance with Site/Landscape Plan.
Maximum Permitted Building Height:	In accordance with Building Elevations.

Property Line And Planned Development Boundary Map.

BUSINESS PLANNED DEVELOPMENT NO. ____

PROPERTY LINE AND PLANNED DEVELOPMENT BOUNDARY MAP



LEGEND:

- PLANNED DEVELOPMENT BOUNDARY
- - - DIMENSIONED PROPERTY LINE

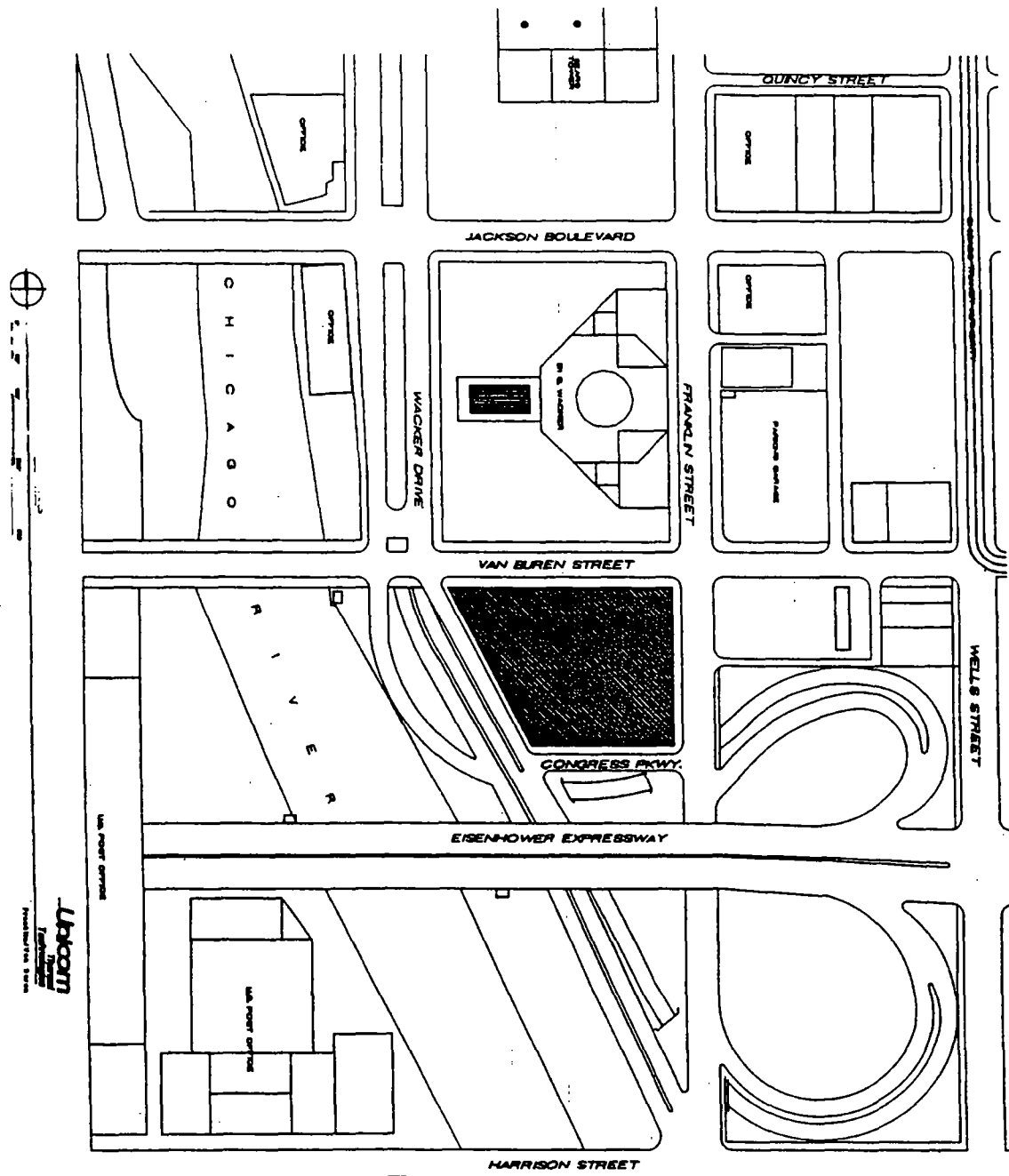
NOTE: No vacations, dedications, or right-of-way
adjustments are proposed in this plan.

APPLICANT: UNICOM THERMAL TECHNOLOGIES, INC.

ADDRESS: 301 - 335 WEST VAN BUREN STREET, 400 - 420 SOUTH FRANKLIN STREET
300 - 320 WEST CONGRESS PARKWAY, 401 - 425 SOUTH WACKER DRIVE

DATE: FEBRUARY 9, 1995

Existing Land-Use Map.



Urban
Thermal
Technology
Inc.

EA
-753

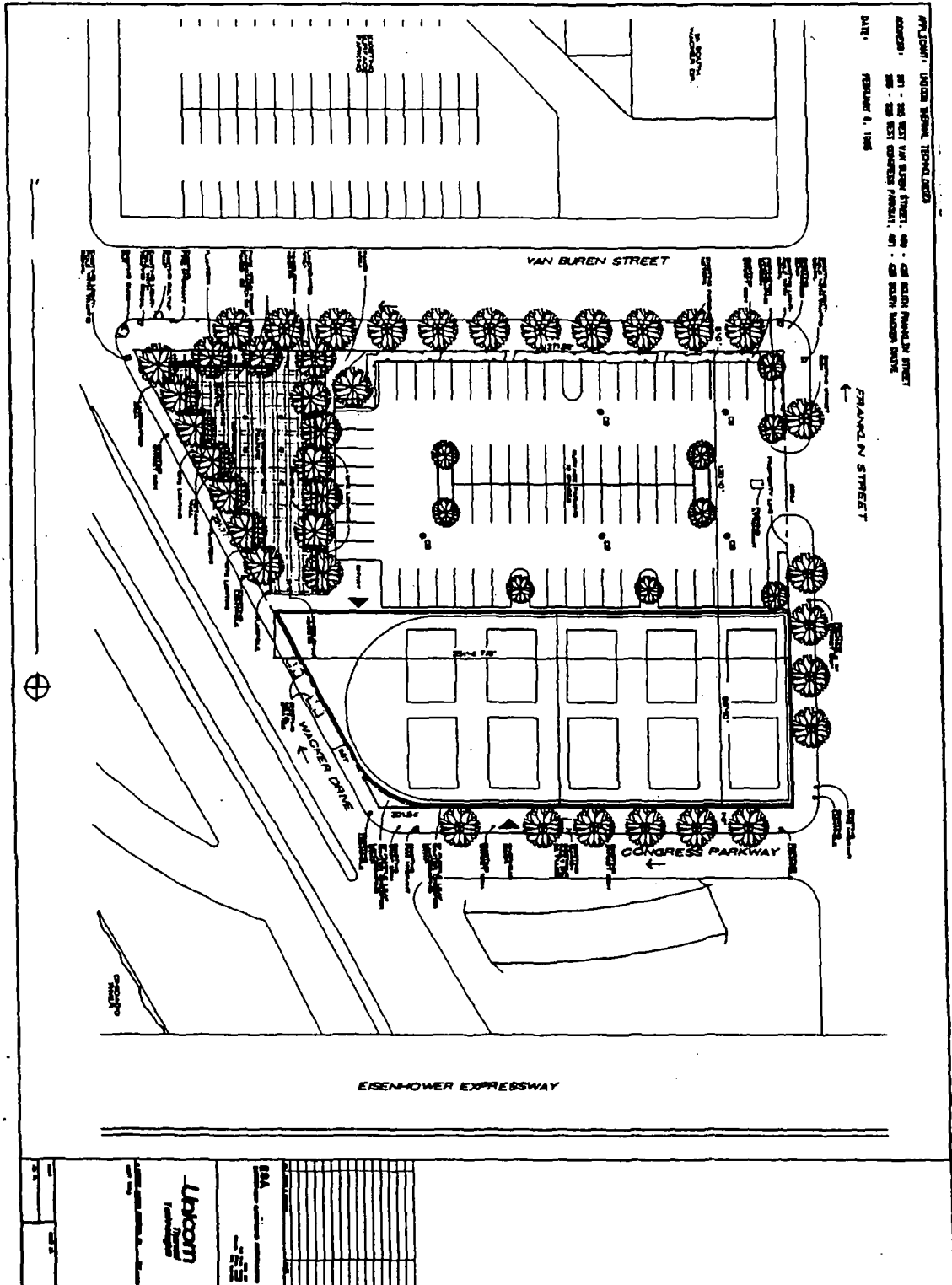
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APPLICANT: URBAN THERMAL TECHNOLOGIES

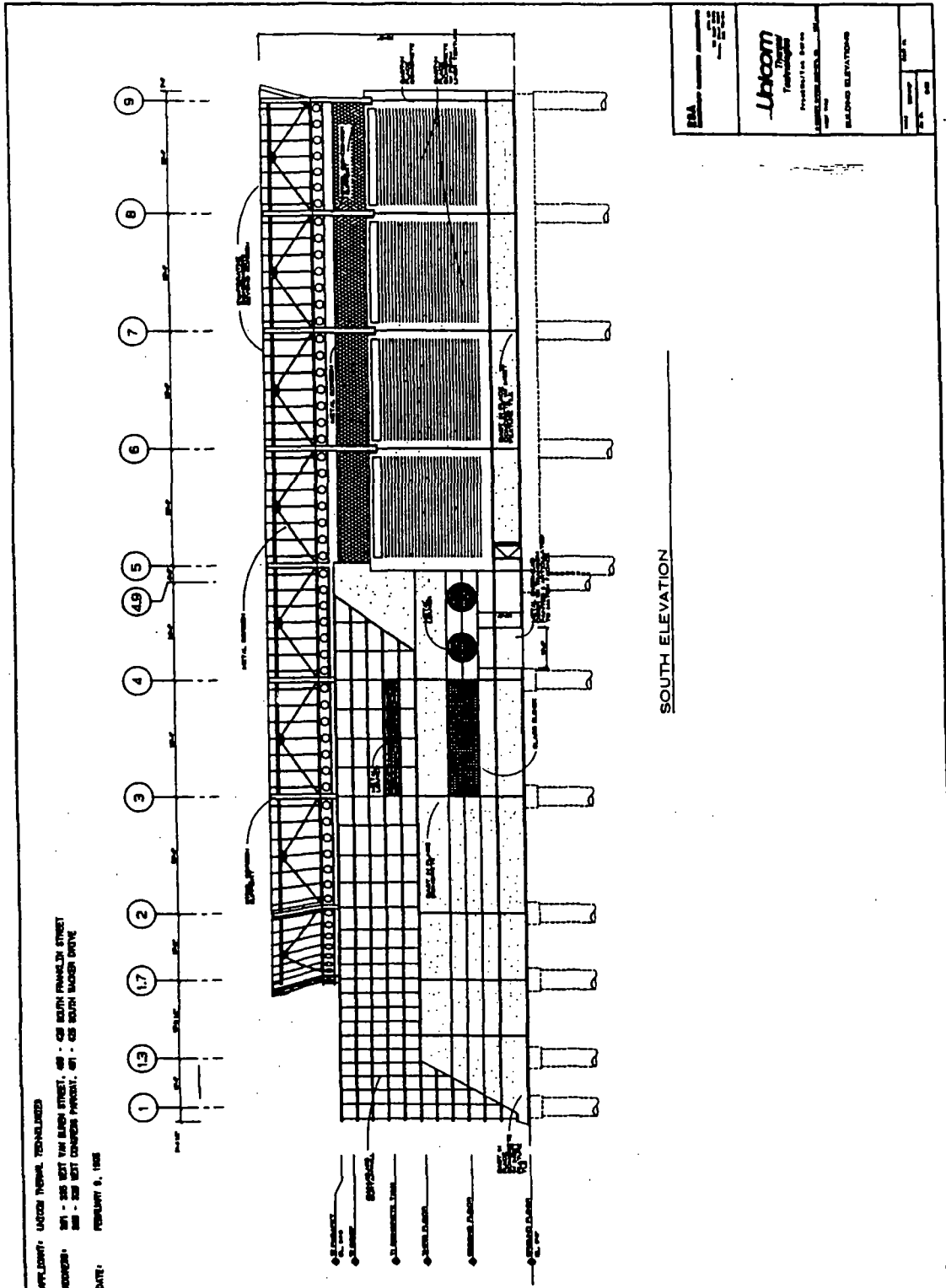
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 500 - 520 WEST CONGRESS PARKWAY, 601 - 625 SOUTH WACKER DRIVE

DATE: FEBRUARY 9, 1995

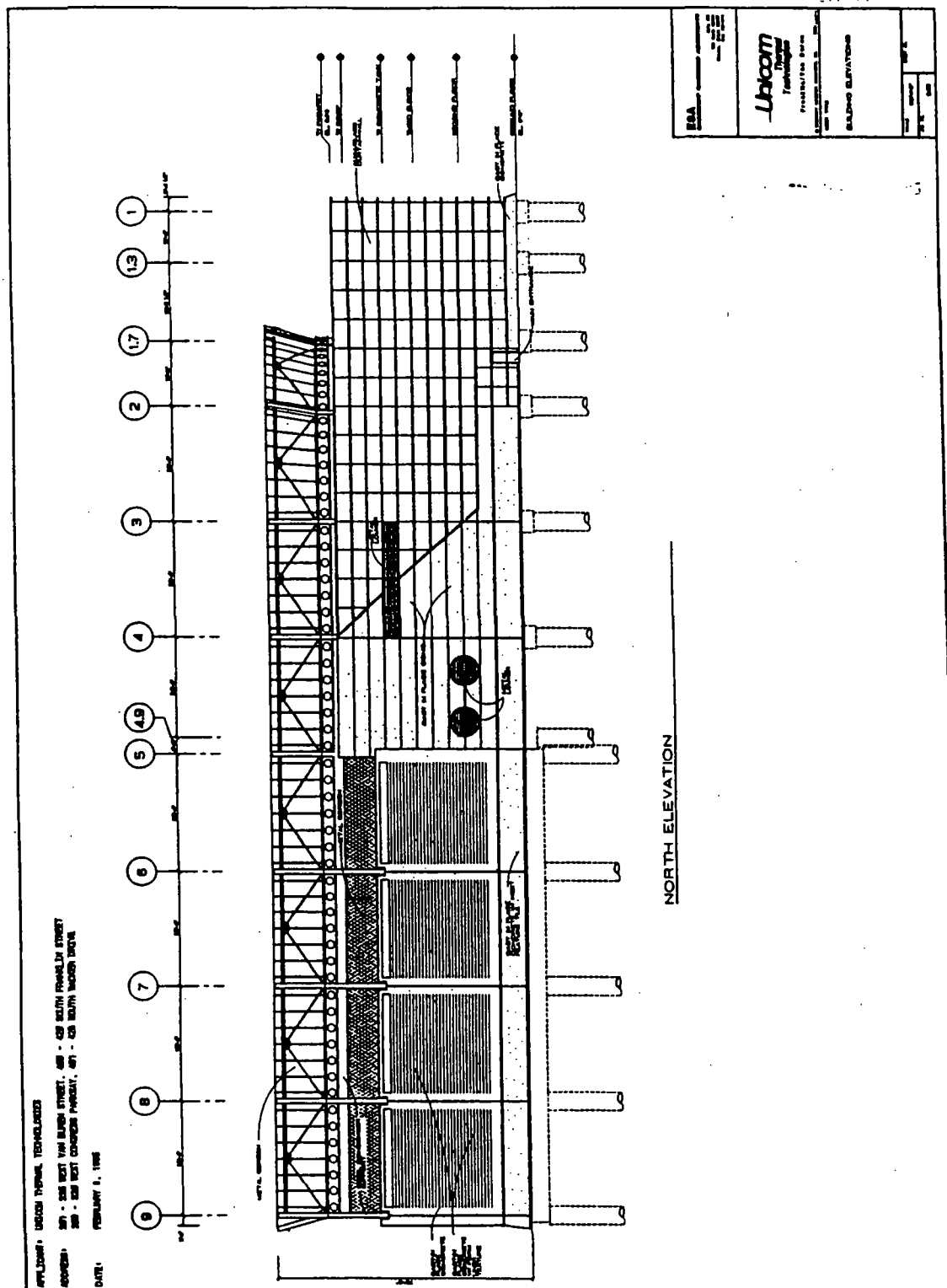
Site/Landscape Plan.



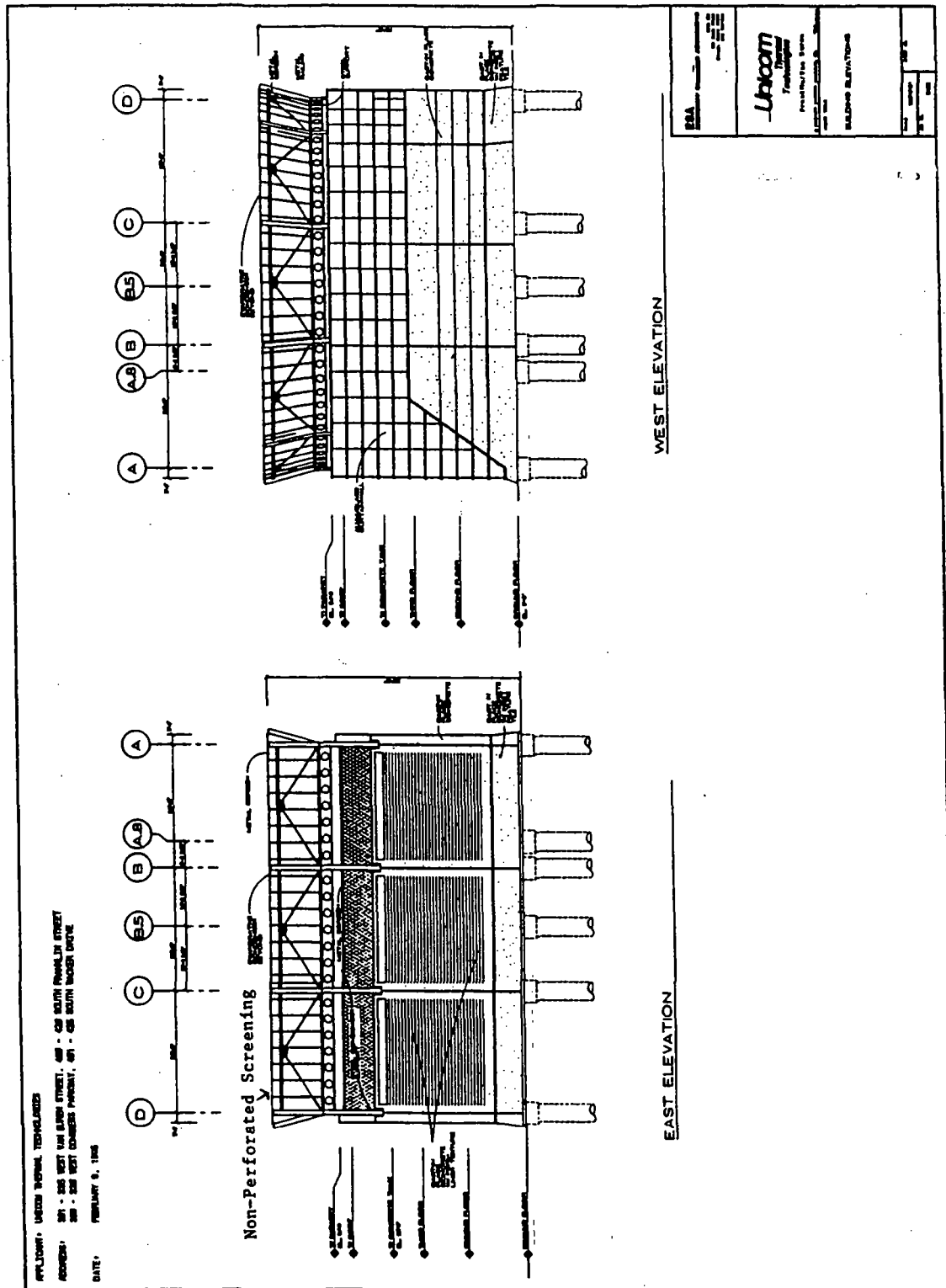
Building Elevations.
(Page 1 of 3)



Building Elevations.
(Page 2 of 3)



Building Elevations.
(Page 3 of 3)



Reclassification Of Area Shown On Map Number 3-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 3-E in the area bounded by:

East Walton Street; North Mies Van Der Rohe Way; East Delaware Place; a line 50.01 feet west of North Mies Van Der Rohe Way; a line 108.15 feet north of East Delaware Place; and a line 100.02 feet west of North Mies Van Der Rohe Way,

to those of a B6-6 Restricted Central Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development symbols and indications as shown on Map No. 3-E in the area bounded by:

East Lake Shore Drive; a line 517.23 feet east of North Michigan Avenue; a line 108.75 feet south of East Lake Shore Drive; a line 533.32 feet east of North Michigan Avenue; East Walton Street; and a line 400.18 feet east of North Michigan Avenue,

to those of a B6-6 Restrict Central Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-F.

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. 14 and B4-4 Restricted Service District symbols and indications as shown on Map No. 3-F in the area bounded by:

a line 102 feet south of West North Avenue; the east line of North Sandburg Terrace; the north line of West Germania Place; a line 106.285 feet west of North Clark Street; a line 28 feet south of West Germania Place; North Clark Street; a line 350.36 feet north of West Burton Place; the east line of the alley next east of and parallel to North Clark Street; the south line of West Burton Place; a line 19 feet east of North Clark Street; a line 100 feet south of West Burton Place; the east line of the alley next east of and parallel to North Clark Street; the south line of West Schiller Street; a line 38.57 feet east of North Clark Street; a line 104.895 feet south of West Schiller Street; North Clark Street; a line 266 feet south of West Goethe Street; the west line of the alley next west of and parallel to North Clark Street; a line 257.51 feet north of West Division Street; North LaSalle Street; the north line of West Goethe Street; a line 171.3 feet west of North Clark Street; a line 100 feet north of West Goethe Street; and North LaSalle Street,

to the designation of Residential Planned Development No. 14, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development Number 14, As Amended,

Plan Of Development Statements.

1. The area delineated herein as a "Residential Planned Development No. 14" (the "Planned Development") consists of approximately 685,849.8 square feet (approximately 15.74 acres) of real property which is depicted on the attached Planned Development Boundary Map (the "Property").

2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by the owners of the affected Property or their successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustment of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal.
3. This Planned Development consists of these thirteen (13) statements; including an Existing Zoning Map; Planned Development Boundary Map; a Generalized Land-Use Map; and a Table of Use and Bulk Regulations and Data. This Plan of Development is applicable to the area delineated herein and these and no other zoning controls shall apply. This Plan of 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.
4. The permitted uses in this Planned Development are townhouses, atrium apartments, studio units, and elevator apartment buildings with related convenience-type business uses, and recreational areas and facilities and accessory parking.
5. Identification and other necessary signs, including temporary construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development.
6. Off-street parking and loading facilities will be provided in compliance with the Plan of Development.
7. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation 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 Department of Transportation, Bureau of Traffic, and the Department of Planning and Development.
8. Height restriction of any building shall be subject to:
 - a) Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

- b) Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.
-
- 9. For purposes of maximum floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
 - 10. 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 Development and in effect on the date hereof.
 - 11. Any new construction in the Planned Development, including all entrances and exits to the parking areas, and landscaping (including street trees in the adjacent right-of-way) shall be installed in accordance with the landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
 - 12. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate, consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance and will not result in increasing the maximum floor area ratio for the total Property. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks or an increase in the maximum percent of land covered.
 - 13. The owners of the Property acknowledge that it is in the public interest to design, construct and maintain all buildings, in a manner which promotes and maximizes the conservation of energy resources. The Property owners shall use best and reasonable efforts to design, construct and maintain all new buildings to be located within this Planned Development in any energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

[Existing Zoning and Street Map; Generalized Land-Use Plan; and
Planned Development Boundary Map referred to in these
Plan of Development Statements printed on
pages 68075 through 68077
of this Journal.]

Use and Bulk Regulations and Related Controls referred to in these Plan of
Development Statements read as follows:

*Residential Planned Development Number 14, As Amended,
Use And Bulk Regulations And Related Controls.*

Net Site Area	Generalized Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum Number Of Dwelling Units	Maximum Percent Of Site Coverage
685,849.8 square feet	See Statement Number 4	4.0	2,655	27.5%

Gross Site Area, 983,343.8 square feet (22.64 acres) equals Net Site Area,
685,849.8 square feet (15.74 acres) plus Area in Public Rights-of-Way,
298,494 square feet (6.90 acres).

Maximum Number of Dwelling Units: 2,655.

Maximum Permissible F.A.R. for Total Net Site Area: 4.0.

Minimum Number of Parking Spaces: 1,610.

Minimum Parking Requirements:

Each space, minimum 8 feet, 0 inches by 20 feet, 0 inches.

75% for dwelling units in Elevator Buildings.

50% for efficiency apartments in Elevator Buildings.

100% for Townhouses, Atrium Apartments, Studio units.

Minimum number of off-street loading spaces per building, shall be provided in accordance with Chicago Zoning Ordinance.

Minimum Setbacks:

Elevator apartments: 20 feet, 0 inches and 25 feet, 0 inches.

Townhouses, atriiums and studio units: 10 feet, 0 inches.

Minimum distances between buildings with facing living room windows: 50 feet, 0 inches.

Minimum distances between end walls with windows: 25 feet, 0 inches.

Maximum overall percentage of land covered: 27.5% (for total net site area).

Reclassification Of Area Shown On Map Number 3-G.

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

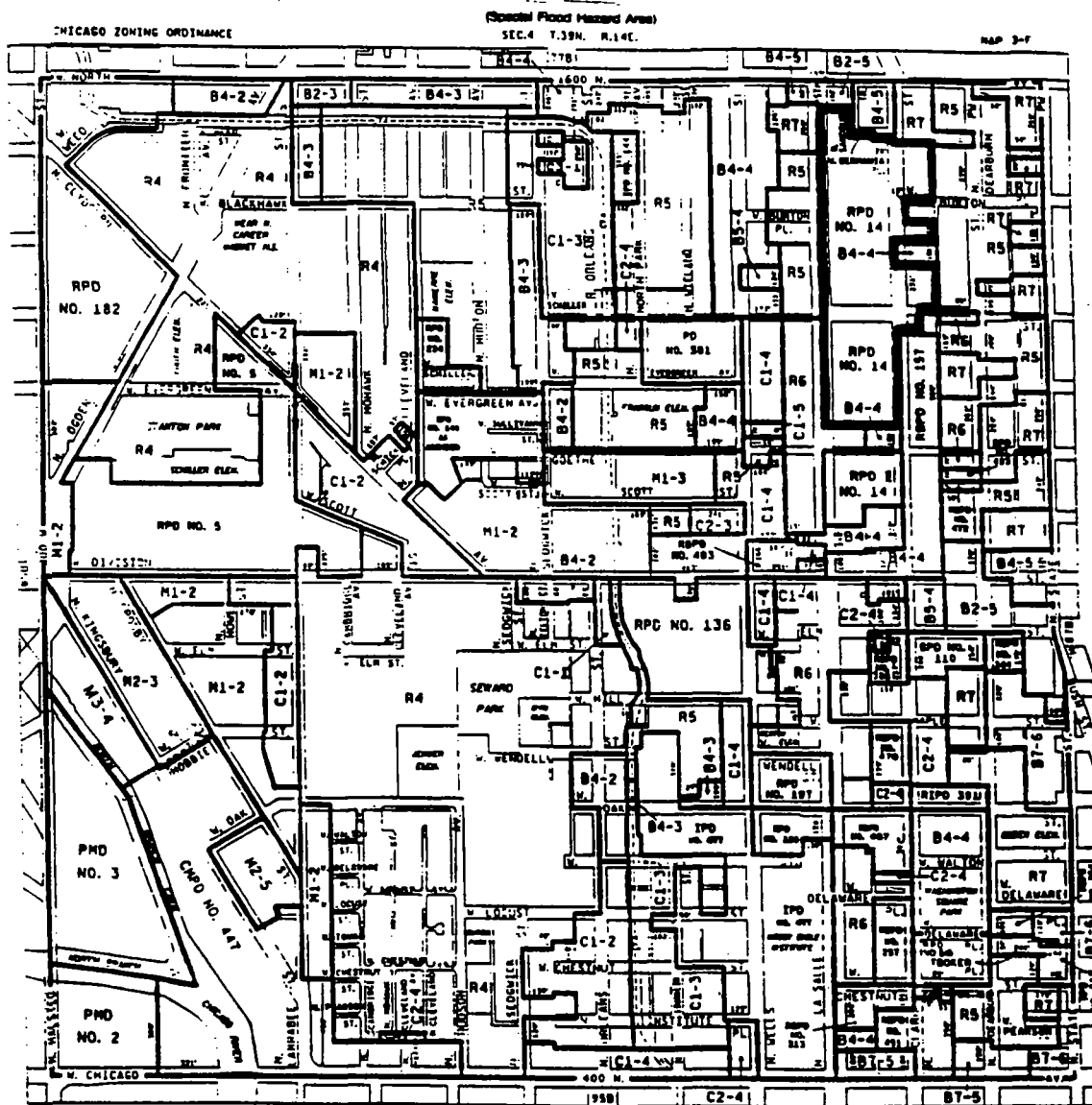
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Manufacturing District No. 3 symbols and indications as shown on Map No. 3-G in the area bounded by:

beginning at a point on West Division Street and the North Branch Canal (875 West Division Street), a distance of 226.98 feet west to North Hooker Street; then, southeasterly along North Hooker Street a distance of 953.05 feet to West Haines Street; then northeasterly along West Haines Street, a distance of 256.28 feet to North Halsted Street; then, north along North Halsted Street a distance of 13.89 feet to the North Branch Canal; and then, northwesterly along the North Branch Canal, a distance of approximately 835.7 feet to the point of beginning at West Division Street and the North Branch Canal,

to those of a Manufacturing Waterway Planned Development District, and a corresponding use district is hereby established in the area above described subject to the provisions of the Plan of Development attached hereto and made a part hereof.

(Continued on page 68078)

Existing Zoning And Street Map.



RESIDENCE DISTRICTS

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

BUSINESS DISTRICTS

- 01-1 to 01-5 LOCAL RETAIL DISTRICTS
02-1 to 02-5 RESTRICTED RETAIL DISTRICTS
03-1 to 03-5 GENERAL RETAIL DISTRICTS
04-1 to 04-5 RESTRICTED SERVICE DISTRICTS
05-1 to 05-5 GENERAL SERVICE DISTRICTS
06-6 AND 06-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
07-6 to 07-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

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

MANUFACTURING DISTRICTS

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

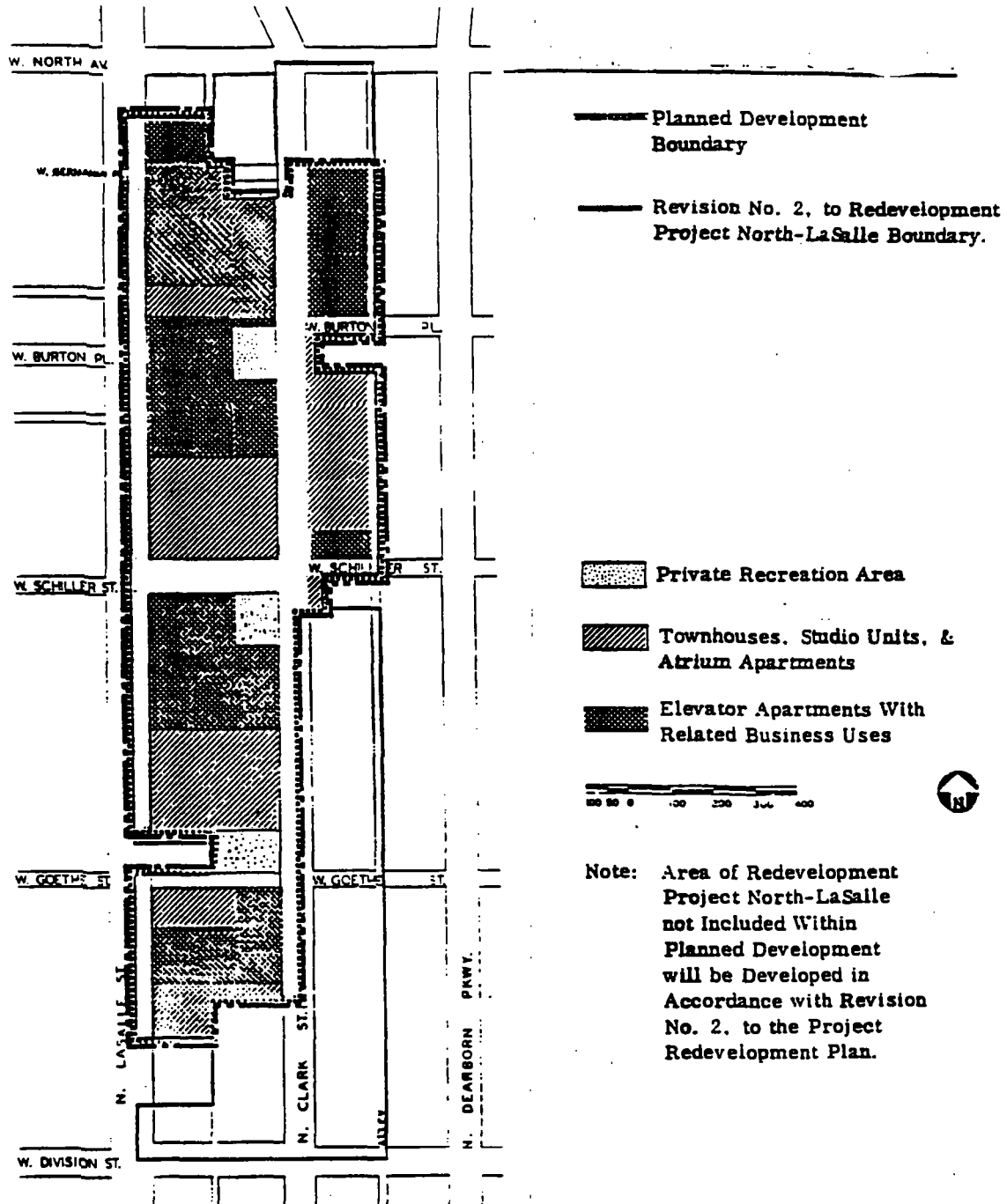
FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7.

FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8.

FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9.

FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10

Generalized Land-Use Plan.

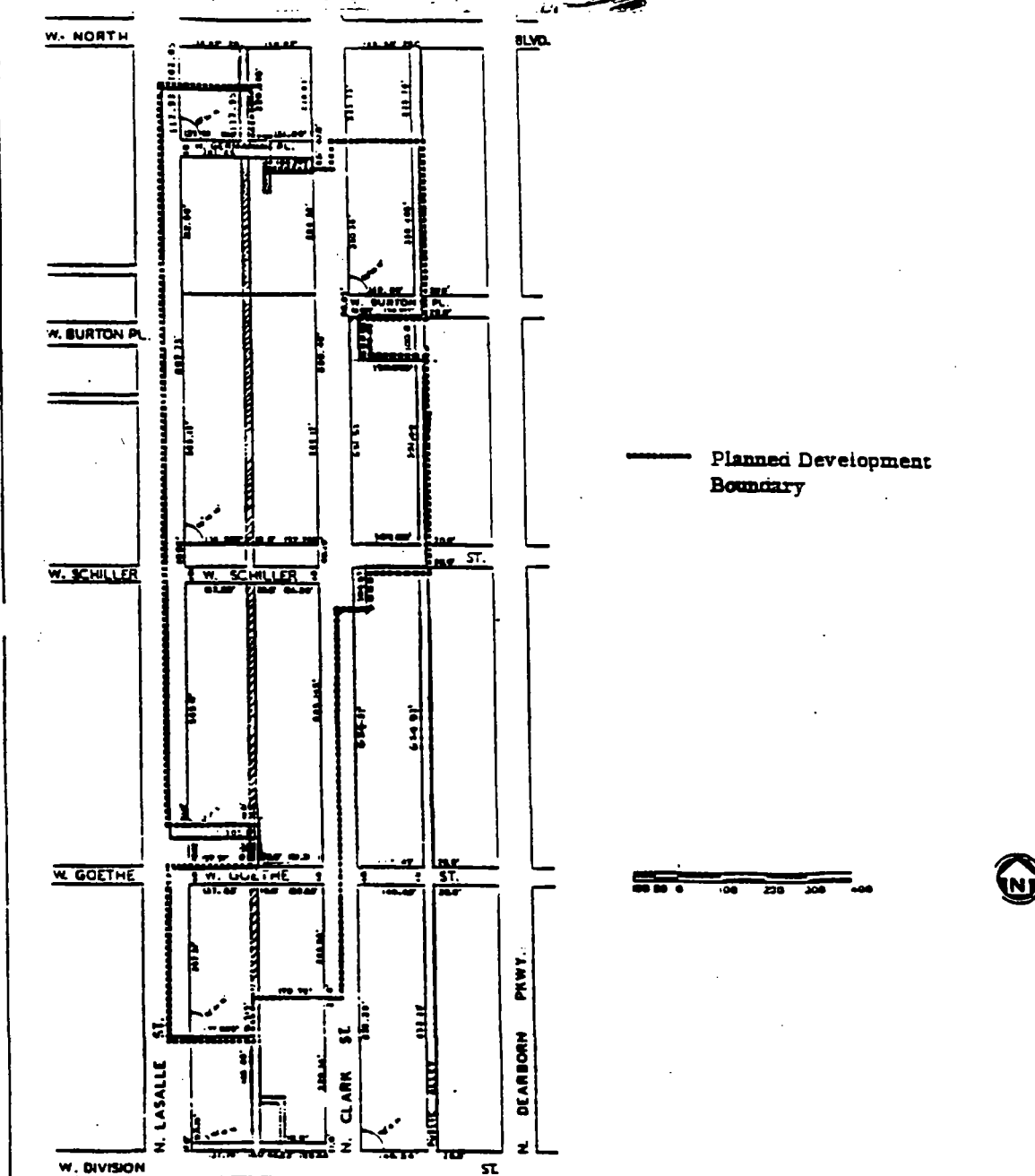
RESIDENTIAL PLANNED DEVELOPMENT NO. 14 AS AMENDED

APPLICANT: City of Chicago

DATE: March 23, 1994

Planned Development Boundary Map.

RESIDENTIAL PLANNED DEVELOPMENT NO.14 AS AMEND:



APPLICANT: City of Chicago

DATE: March 23, 1994

(Continued from page 68074)

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

Plan of Development Statements referred to in this ordinance read as follows:

Manufacturing Waterway

Planned Development Number _____

Plan Of Development Statements.

1. The area delineated herein as a Manufacturing Waterway Planned Development (the "Planned Development") consists of approximately 199,261 square feet (4.57 acres) and is owned or controlled by the Applicant, Federal Express Corporation.
2. The Applicant or its successors, assignees, or grantees shall obtain all necessary reviews, approvals or permits associated with the Planned Development. Any dedication or vacation of streets, alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors, assignees or grantees 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 or 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 by or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual

owner, or any ground lessors, or 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 of 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) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of these fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; an Existing Land Use-Map; and a Site/Landscape Plan and Building Elevations dated February 9, 1995 prepared by Teska Associates, Inc.. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The 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 shall be permitted in this Planned Development: all uses permitted as of right in Planned Manufacturing District No. 3, which shall be deemed to include sorting and distribution facilities, auxiliary offices and accessory parking.
6. Identification signs and temporary signs, such as construction and marking signs, shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation (if required) and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.
8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the

Department of Transportation 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 Department of Transportation, Bureau of Traffic and the Department of Planning and Development.

9. Height restriction of any building or any appurtenance thereto shall, in addition to the Bulk Regulations and Data Table 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 and Development, Department of Aviation, and Department of Law, and approved by the City Council.
10. This Planned Development shall be subject to the "Rules, Regulations and Procedures Related to Planned Development Amendments" as promulgated by the Department of Planning and Development and in effect on the date hereof.
11. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
12. The improvements on the Property shall be designed, installed and maintained in general conformance with the Site/Landscape Plan. The landscaping (including street trees in the adjacent right-of-way) shall be designed, installed and maintained in general conformance with the Site/Landscape Plan and the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. A vegetative buffer strip no less than ten feet shall be created along the Chicago River frontage for environmental protection of the river as well as improved aesthetic quality of the river and development site. Also, a minimum building set back of twenty-five (25) feet will be maintained from the river edge. On-site parking will be screened from view along the Chicago River by appropriate landscaping. In addition, the Applicant shall use best efforts to minimize the height of any seawall reconstruction and improve the landscaped character of the waterway through sloped or terraced shoreline stabilization and landscaping. Shoreline landscaping shall consist predominantly of indigenous plant species.
13. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application

for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is a minor change that is consistent with the nature of the improvements contemplated in 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 and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
15. Unless substantial construction has commenced within seven (7) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of the pre-existing Planned Manufacturing District No. 3.

[Existing Zoning Map; Planned Development Property Line and Boundary Map; Existing Land-Use Map; Site/Landscape Plan; and Building Elevation Drawing referred to in these Plan of Development Statements printed on pages 68083 through 68087 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Manufacturing Waterway Planned Development**Bulk Regulations And Data Table.*

Area of Site:	(Net)	199,261 square feet (4.574 acres).
	(Gross)	249,926 square feet (5.738 acres).
Area in Public Way:		50,665 square feet (1.163 acres).
Maximum Floor Area Ratio:		0.65.
Minimum Number of Off-Street Parking Spaces:		137.
Minimum Number of Loading Docks:		9.
Minimum Periphery Setbacks:		In accordance with Site/Landscape Plan.
Maximum Site Coverage:		In accordance with Site/Landscape Plan.
Maximum Building Height:		35.

*Reclassification Of Area Shown On Map Number 4-E.
(As Amended)*

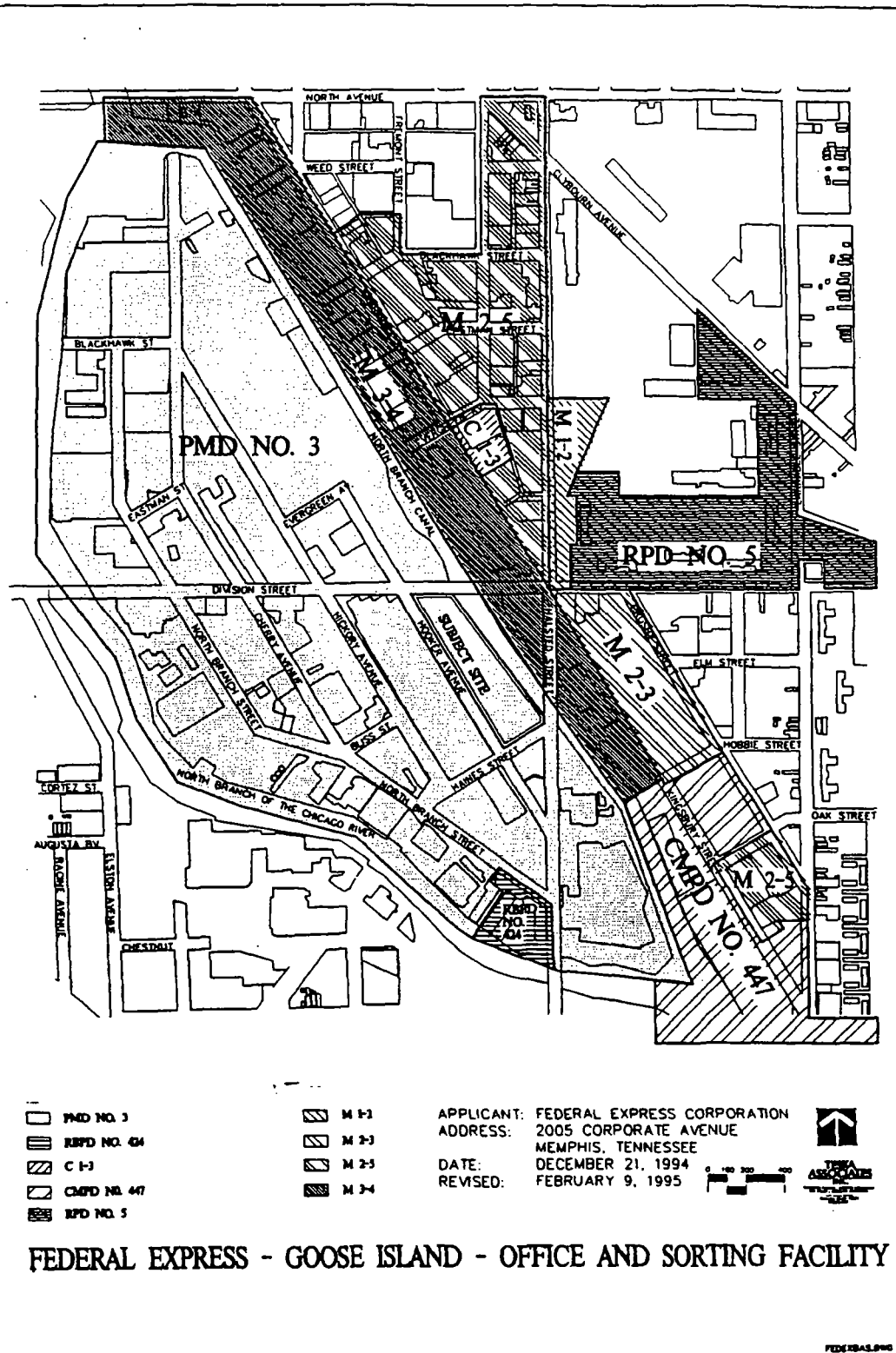
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-5 Restricted Service District symbols and indications as shown on Map No. 4-E in the area bounded by:

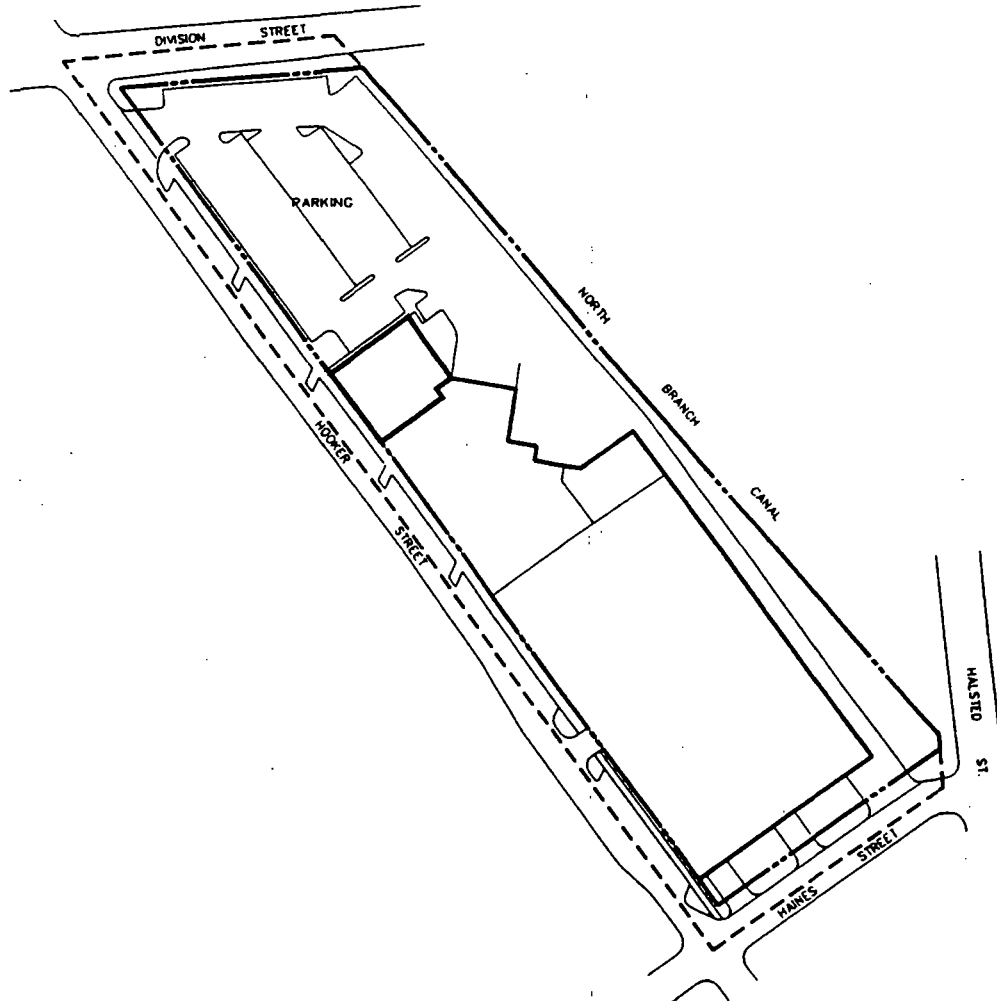
a line 245 feet north of East Cermak Road; the alley next east of South Indiana Avenue; East Cermak Road; and South Indiana Avenue,

(Continued on page 68088)

Existing Zoning Map.



Planned Development Property Line And
Boundary Map.



--- PLANNED DEVELOPMENT BOUNDARY

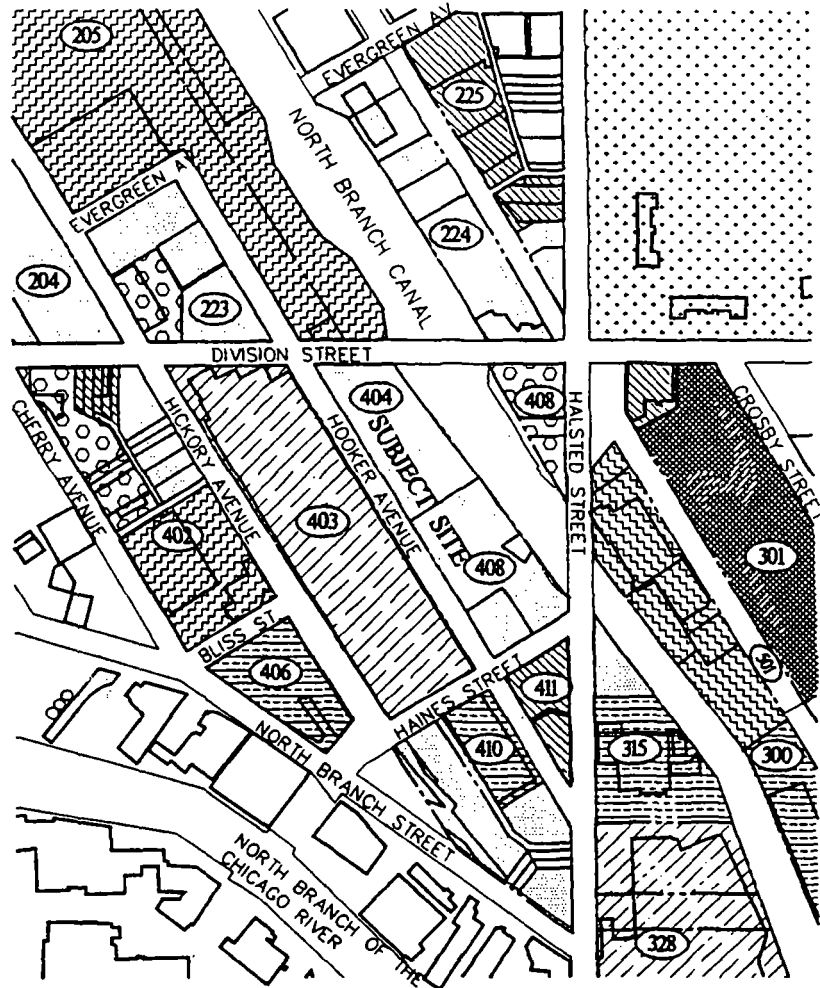
--- PROPERTY LINE

APPLICANT: FEDERAL EXPRESS CORPORATION
ADDRESS: 2005 CORPORATE AVENUE
MEMPHIS, TENNESSEE
DATE: DECEMBER 21, 1994
REVISED: FEBRUARY 9, 1995



FEDERAL EXPRESS - GOOSE ISLAND - OFFICE AND SORTING FACILITY

Existing Land-Use Map.



- VACANT OR UNOCCUPIED
- COMMERCIAL AND STORAGE
- TRANSPORTATION
- INDUSTRIAL OR PROCESSING

- WAREHOUSE
- COMMERCIAL
- PUBLIC HOUSING
- UTILITY

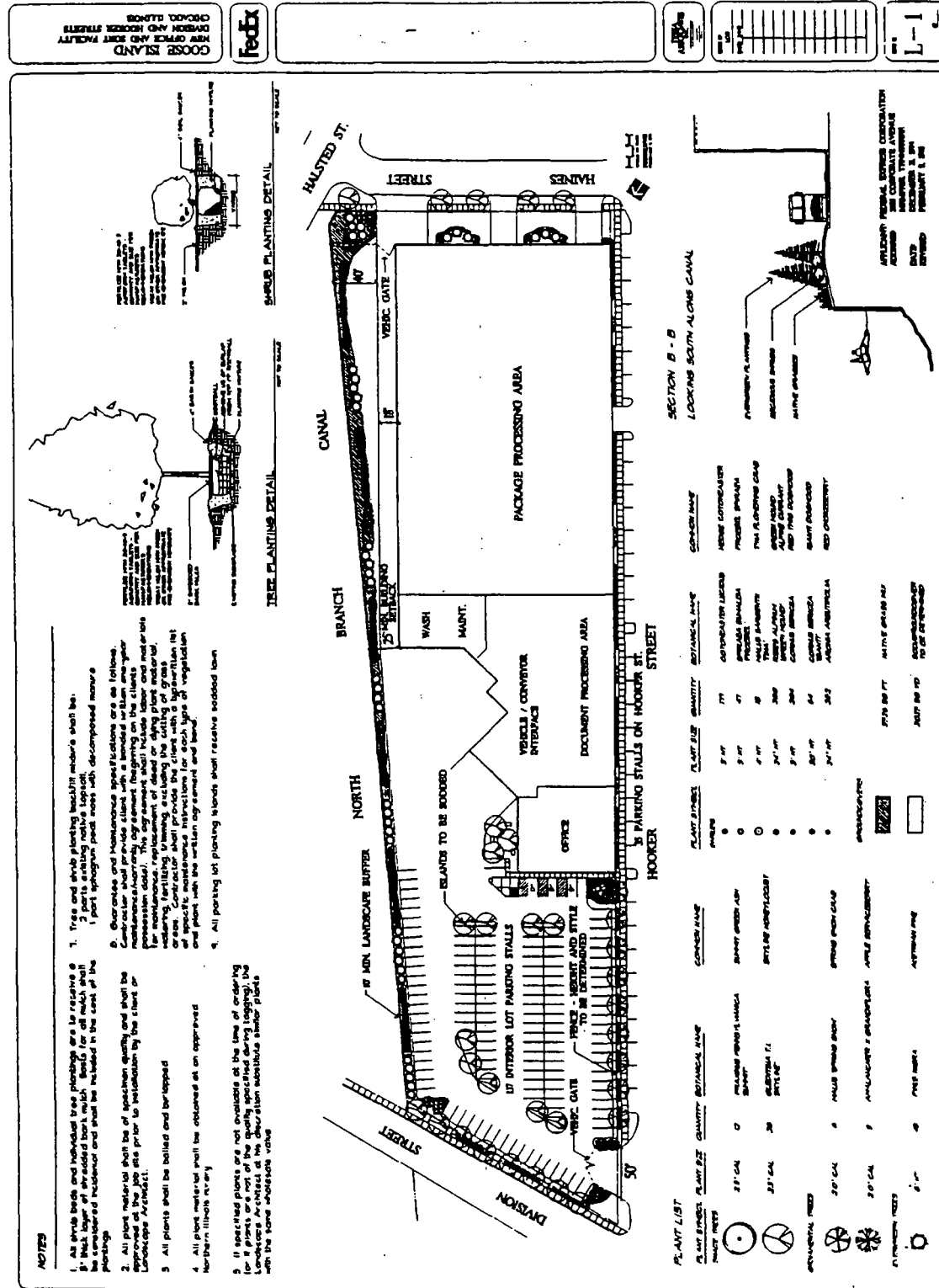
APPLICANT: FEDERAL EXPRESS CORPORATION
 ADDRESS: 2005 CORPORATE AVENUE
 MEMPHIS, TENNESSEE
 DATE: DECEMBER 21, 1994
 REVISED: FEBRUARY 9, 1995

SCALE IN FEET

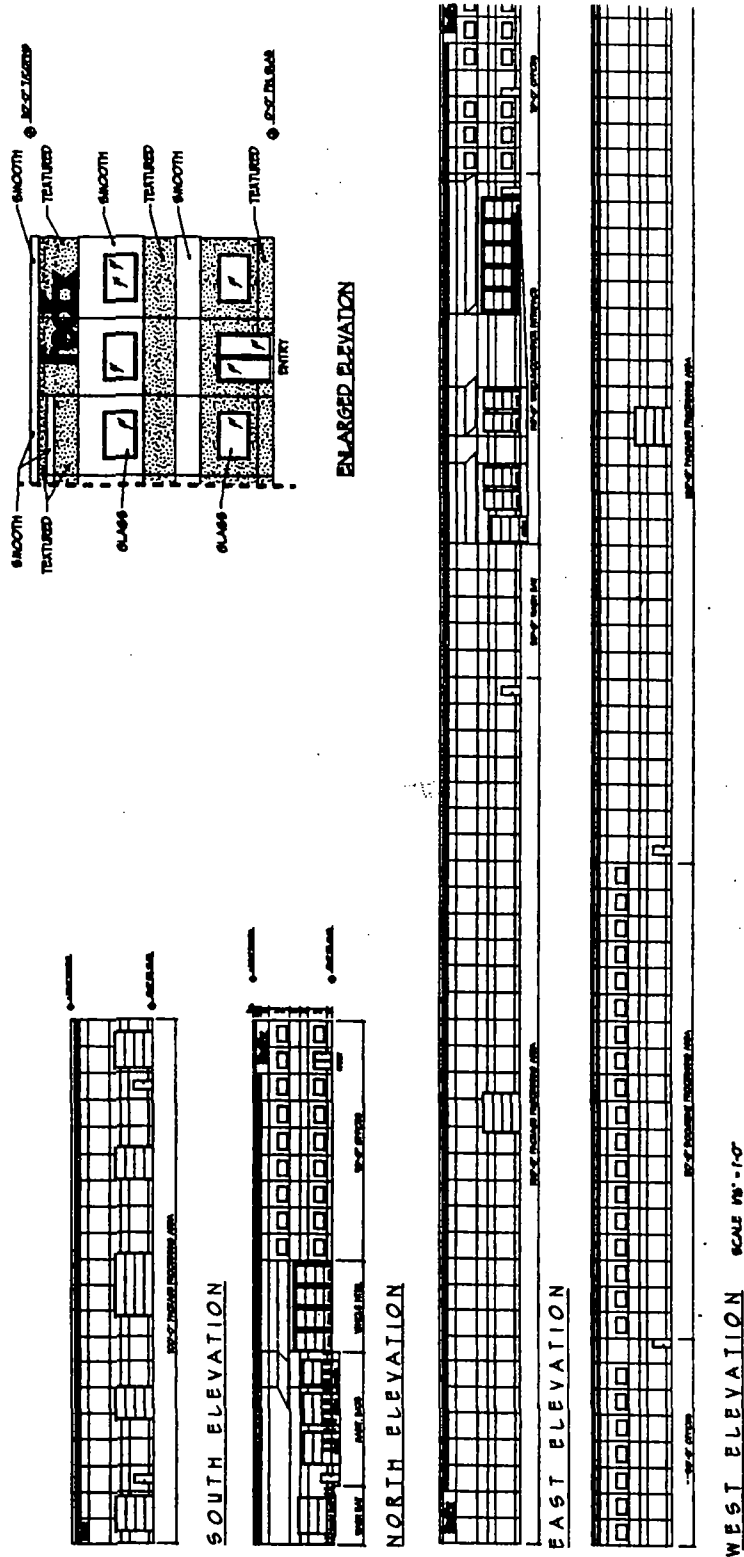


FEDERAL EXPRESS - GOOSE ISLAND - OFFICE AND SORTING FACILITY

Site/Landscape Map.



Building Elevations.



BUILDING ELEVATIONS

Applicant: Federal Express Corporati
 Address: 2005 Corporate Avenue
 Memphis, Tennessee
 Date: December 21, 1994
 Revised: February 9, 1995

(Continued from page 68082)

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 B4-2 Restricted Service District symbols and indications as shown on Map No. 4-G in the area bounded by:

a line 48 feet north of West 14th Place; the alley next east of and parallel to South Ashland Avenue; West 14th Place; and South Ashland 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 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 Business-Commercial Planned Development No. 249 and M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 4-H in the area bounded by:

South Leavitt Street; West 13th Street; South Hoyne Avenue; and West Hastings Street,

to the designation of Business-Commercial Planned Development No. 249, as amended, which is hereby established in the area above described subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part hereof and no other.

SECTION 2. That the Chicago Zoning Ordinance be further amended by changing all the Business-Commercial Planned Development No. 249 symbols and indications as shown on Map No. 4-H in the area bounded by:

from a point 255 feet east of the east line of South Leavitt Street, along West Hastings Street for a distance of 100.44 feet; thence south for a distance of 80.42 feet; thence west for a distance of 100.44 feet; thence north for a distance of 80.42 feet to the point of beginning,

to the designation of M1-2 Restricted Manufacturing District.

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

Plan of Development Statements referred to in this ordinance read as follows:

*Business-Commercial Planned Development Number 249,
As Amended.*

Statements.

1. The property delineated herein as Business-Commercial Planned Development No. 249, as amended, is owned and/or controlled by the Illinois Medical Center Commission, a municipal corporation and BFI Medical Waste Systems of Illinois, Inc., a Delaware corporation (the "Applicants").
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicants or their successors, assignees, or grantees. Any dedication or vacation of streets and alleys, or easements, or adjustments or right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicants or approval by City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assignees of the Applicants and the Property owner of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof

shall throughout the period this Institutional Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the affected property owner or owners and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.

4. This Planned Development consists of these fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Property Line and Boundary Map; a Site/Landscape Plan; and Building Elevations, prepared by Orr Schelen Mayeron and Associates, Inc., dated February 9, 1995. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The 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 uses permitted within the area delineated herein as "Business-Commercial Planned Development" shall be medical waste treatment and related uses incidental thereto.
6. Identification and other necessary signs may be permitted within the area delineated herein as "Business-Commercial Development", subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction signs, shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and off-street loading facilities shall be provided in compliance with this Planned Development, subject to review of

the Department of Transportation. A minimum of two percent (2%) of all parking spaces shall be designed for parking for the handicapped.

8. Any service drives or any ingress or egress, including fire lanes must be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of Chicago. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. The Applicants shall be responsible for instructing truck drivers to utilize only truck routes which have been approved by the Department of Transportation. These routes shall not include access to the site from southbound Damen Avenue.
9. Height restrictions of any building or any appurtenance thereto, shall, in addition to the Bulk Regulations and Data Table, be subject to:
 - a) height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.
10. The maximum permitted floor area ratio (F.A.R.) shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Department of Planning and Development.
12. Improvements of the Property, including landscaping and all entrances and exits to the parking area, shall be designed and installed in general conformance with the Site/Landscape Plan, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Site/Landscape Plan and the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

13. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate and consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
15. Unless substantial new construction on the Property has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this statement, then the zoning of the Property shall automatically revert to the pre-existing zoning classifications, that of Planned Development No. 249 as previously approved on December 12, 1980, and a M1-2 Restricted Manufacturing District.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Property Line and Boundary Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 68094 through 68098 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Business-Commercial Planned Development Number 249, As Amended,
Bulk Regulations And Data Table.*

BFI And Medical Center Commission.

Gross Site Area (minus) Area of Public Streets (equals) Net Site Area

217,506 square feet
4.999 acres

50,556 square feet
1.16 acres

166,950 square feet

Maximum Permitted F.A.R. for
Total Net Site Area:

0.2.

Minimum Number of Off-Street
Parking Spaces:

54.

Minimum Number of Off-Street
Loading Spaces:

9.

Maximum Building Height:

40 feet.

Minimum Required Buildings
Setbacks:

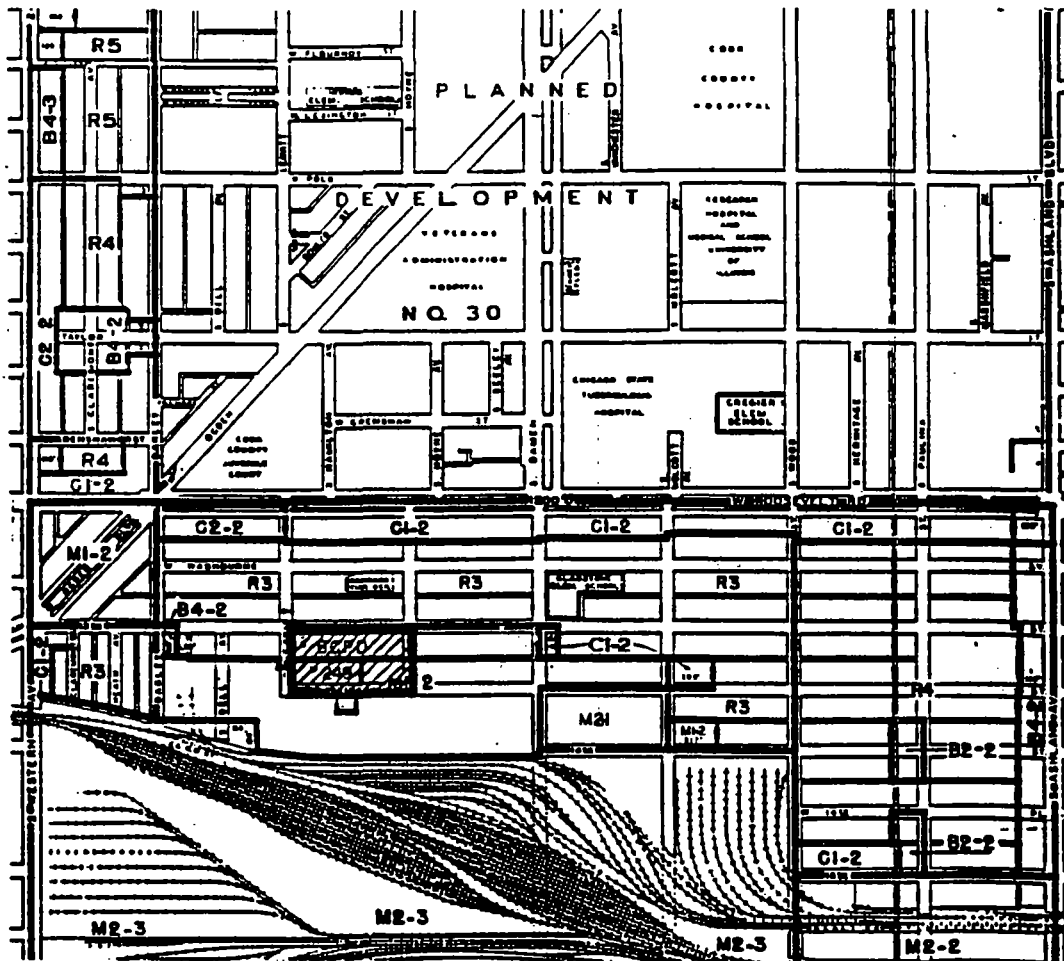
In accordance with Site/Landscape
Plan.

Maximum Percent of Site
Coverage:

In accordance with Site/Landscape
Plan.

Existing Zoning Map.

BUSINESS COMMERCIAL PLANNED DEVELOPMENT
NO. 249, AS AMENDED
EXISTING ZONING MAP



APPLICANT:

BFI MEDICAL WASTE SYSTEMS &
MEDICAL CENTER COMMISSION

ADDRESS:

W. 13TH & S. LEAVITT ST.

DATE:

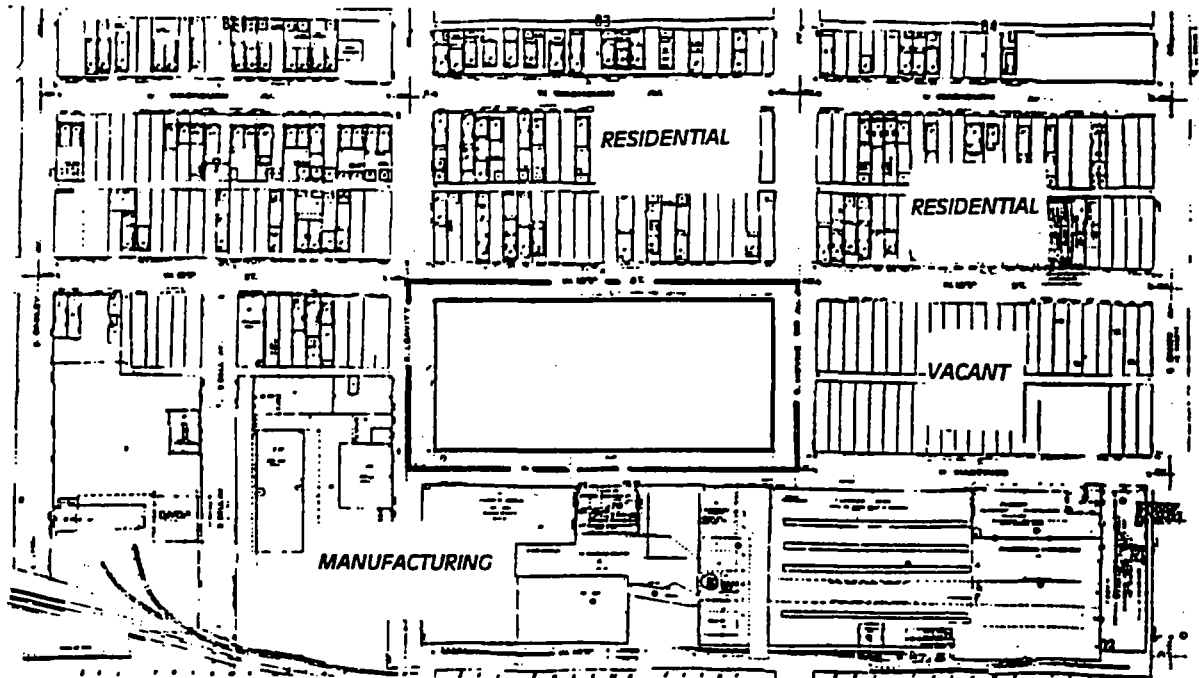
JULY 13, 1994

REVISED:

FEBRUARY 9, 1995

Existing Land-Use Map.

BUSINESS COMMERCIAL PLANNED DEVELOPMENT
NO. 249, AS AMENDED
EXISTING LAND USE MAP



APPLICANT:

ADDRESS:

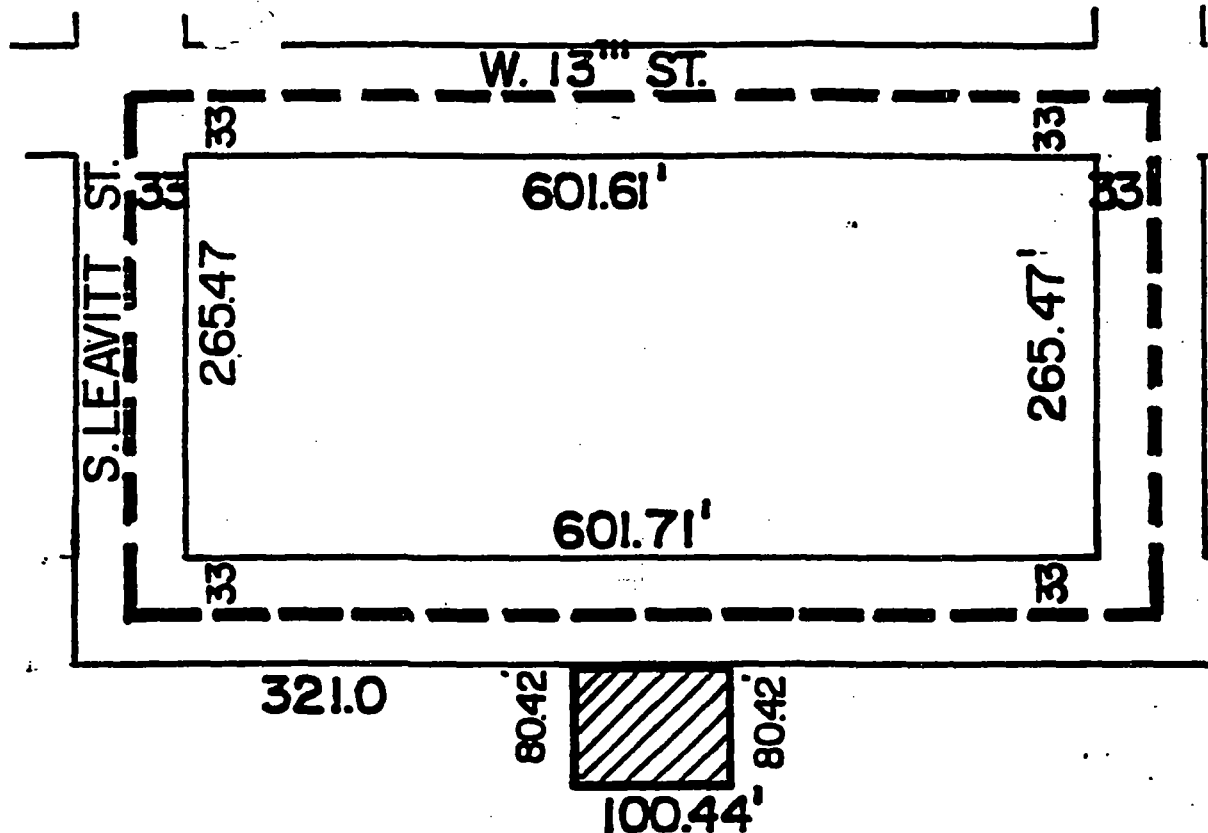
DATE:

REVISED:

BFI MEDICAL WASTE SYSTEMS &
MEDICAL CENTER COMMISSION
W. 13TH & S. LEAVITT ST.
JULY 13, 1994
FEBRUARY 9, 1995

Planned Development Property Line And Boundary Map.

BUSINESS COMMERCIAL PLANNED
DEVELOPMENT NO., 249
as amended
PLANNED DEVELOPMENT PROPERTY LINE
AND BOUNDARY MAP



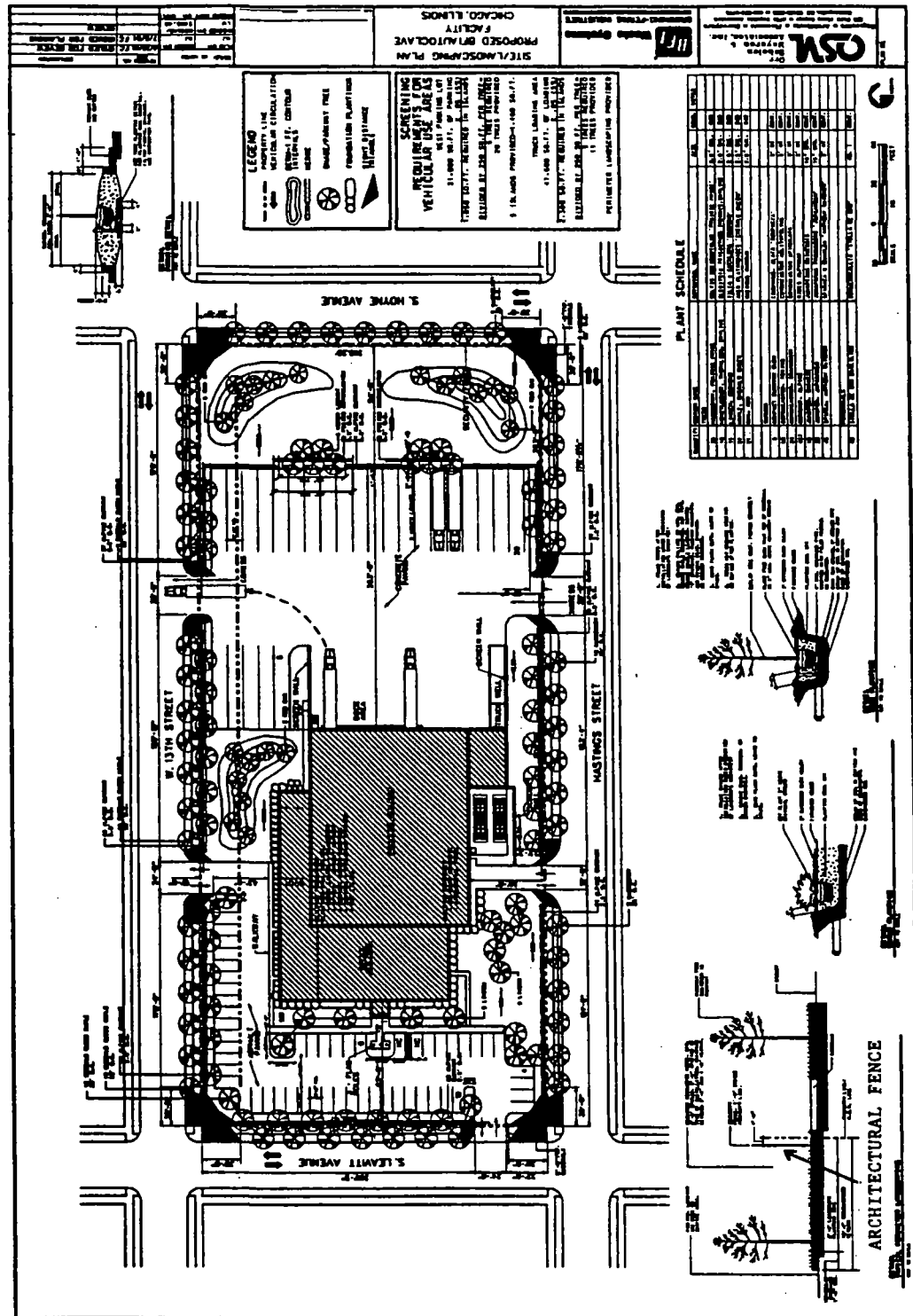
--- PLANNED DEVELOPMENT NO.249
BOUNDARY, as amended



AREA OF PLANNED DEVELOPMENT NO.249
REVERTING TO MI-2 RESTRICTED
MANUFACTURING DISTRICT

APPLICANT: BFI MEDICAL WASTES SYSTEMS &
MEDICAL CENTER COMMISSION
ADDRESS: WEST 13TH STREET & SOUTH LEAVITT STREET
DATE: JULY 13, 1994
REVISED: FEBRUARY 9, 1995

Site/Landscape Plan.



Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

West Dickens Avenue; the alley next east of and parallel to North Magnolia Avenue; a line 125 feet south of West Dickens Avenue; and North Magnolia Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 225 feet south of West Dickens Avenue; the alley next east of and parallel to North Magnolia Avenue; a line 400 feet south of West Dickens Avenue; and North Magnolia Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

West Willow Street; the easterly right-of-way of the Chicago Transit Authority; North Dayton Street; the alley next northeasterly of and parallel to North Clybourn Avenue; a line 1,200 feet southeast of the intersection of North Sheffield Avenue and North Clybourn Avenue (as measured along the northeasterly line of North Clybourn Avenue from North Sheffield Avenue) and perpendicular to North Clybourn Avenue; North Clybourn Avenue; and North Sheffield 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 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 R4 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

the alley next north of West Cortland Street; North Wood Street; West Cortland Street; and a line 24 feet, 1-3/8 inches west of North Wood Street;

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 full 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 M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

a line 100 feet northwest of and parallel to West Medill Avenue [or a line 154.7 feet southeast of and parallel to West Fullerton Avenue (as measured along the southwest line of North Clybourn Avenue)]; North Clybourn Avenue; West Medill Avenue; the public alley next west of North Ashland Avenue; and a line 40.75 feet long (as measured along the east line of the public alley next west of North Ashland 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-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-4 Heavy Manufacturing District symbols and indications as shown on Map No. 6-G in the area bounded by:

West Cermak Road; the west line of Arnold's Canal; a line 358.90 feet south of and parallel to the south line of West Cermak Road; and South Ashland 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 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 R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

West 30th Street; South Drake Avenue; a line 51.15 feet south of and parallel to West 30th Street; and the public alley next west of and parallel to South Drake 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 7-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map No. 7-F in the area bounded by:

the alley next north of West Drummond Place, or the line thereof if extended where no alley exists; a line 224 feet east of the alley next east of and parallel to North Orchard Street; the alley next east of North Orchard Street; the alley next south of and parallel to West Drummond Place; a line 500 feet east of North Orchard Street; West Wrightwood Avenue; North Orchard Street; West Drummond Place; and a line 49 feet east of the alley next east of and parallel to North Orchard 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-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in the area bounded by:

the public alley next north of and parallel to West George Street; a line 376.9 feet west of and parallel to North Central Park Avenue; West George Street; and a line 449.4 feet west of and parallel to North Central Park 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 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in the area bounded by:

the public alley next north of and parallel to West Wolfram Street; North Central Park Avenue; West Wolfram Street; and a line 73.98 feet west of and parallel to North Central Park Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-F in the area bounded by:

a line 345 feet north of West 37th Street; a line from a point 345 feet north of West 37th Street and 210.6 feet east of South Normal Avenue, to a point 310 feet north of West 37th Street and 185 feet east of South Normal Avenue; a line from a point 310 feet north of West 37th Street and 185 feet east of South Normal Avenue, to a point 257.3 feet north of West 37th Street and 150 feet east of South Normal Avenue (said line having a chord length of 62.3 feet and a radius of 279.4 feet); a line 150 feet east of South Normal Avenue; West 37th Street; and South Normal Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C4 Motor Freight Terminal District, M2-2 General Manufacturing District, and M2-3 General Manufacturing District symbols and indications as shown on Map No. 8-H in the area bounded by:

West 31st Place (extended); Chicago, Alton & St. Louis Railroad; and South Wolcott Avenue,

to those of a C3-2 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 8-J.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-4 Heavy Manufacturing District symbols and indications as shown on Map No. 8-J in the area bounded by:

a line starting at a point located on the southern right-of-way line of the Illinois Central Railroad and proceeding east along that line 1,357.3 feet; then proceeding south 41.3 feet along the center line of Kedzie Avenue; then proceeding northwest 586.9 feet along a line parallel to and 40 feet south of the Southern Illinois Central Railroad right-of-way line; then 105.7 feet southwest to a point on a line parallel to and 670 feet from the center line of Kedzie Avenue; then due south 551.1 feet to the northern line of the channel of the Chicago Sanitary and Ship Canal; then southwest 2,129.2 feet along said northern line to the eastern right-of-way line of the Illinois Northern Railroad; then following said right-of-way line of the Illinois Northern Railroad north 260.7 feet, east 13.2 feet, north 47.4 feet; then following a line 282 feet northwest of and parallel to the northern line of the channel of the Chicago Sanitary and Ship Canal proceeding northeast 679.9 feet; then proceeding due north 833.9 feet; then due east 666.6 feet; then due north 100 feet to the starting point,

to those of an Institutional/Waterway Planned Development, and a corresponding use district is hereby established in the area described, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Waterway Planned Development Number ____

Plan Of Development

Statements.

1. The area delineated herein as an Institutional/Waterway Planned Development consists of approximately 1,337,292 square feet (30.7

acres) and is owned or controlled by the Applicant, the City of Chicago.

2. The Applicant or its successors, assigns or grantees shall obtain all applicable reviews, approvals or permits required in conjunction with this Planned Development.
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 of application 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 the Applicant or all the owners of the Property. 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. However, the obligations and rights imposed hereunder shall be construed to run with the land and impose obligations and rights upon the current owners, ground lessors and in the case of a land trust, beneficiaries of the trust.
4. This Plan of Development consists of these fifteen (15) statements; a Bulk Regulations and Data Table; a Planned Development Boundary and Property Line Map; an Existing Zoning Map; an Existing Land-Use Map; a Site Plan; a Landscape Plan; Canal Pathway Cross Sections and Building Elevations prepared by DLK Architects dated February 9, 1995. Full size copies of the Site Plan, Landscape Plan Canal Pathway Cross Sections and Building Elevations are on file with the Department of Planning and Development. This Plan of Development is applicable to the area delineated on the Property Line and Planned Development Boundary Map attached hereto, and no other zoning controls shall apply. The Planned Development conforms to the intent and purposes of the Chicago Zoning Ordinance, Title 17 of the Chicago Municipal Code, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses and no others, shall be permitted within the Planned Development: vocational and educational training facilities and related housing, day care facilities, food service, medical and dental services, recreational facilities, administrative offices, storage and support services, parking, district heating and cooling and other accessory uses.
6. Identification, directional or temporary construction signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
7. Off-street parking spaces and loading berths shall be provided in compliance with the Bulk Regulations and Data Table attached hereto. A minimum of two percent (2%) of all required parking spaces shall be designed and designated for the handicapped.
8. Any service drives or other ingress or egress, including those for emergency vehicles, shall be adequately designed and paved in accordance with the relevant provisions of the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas or within fire lanes, except parking may be permitted on one or both sides of the main access road to the Planned Development, subject to the review and approval of the Department of Transportation. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. The Applicant, at the Applicant's sole expense, shall provide for re-striping of South Kedzie Avenue to create a dedicated turning lane for left turns into the site from north-bound Kedzie Avenue. The Applicant shall be responsible for obtaining all requisite permits and approvals for this change to Kedzie Avenue.
9. In addition to any height restrictions set forth on the Bulk Regulations and Data Table attached hereto, the height of any building or structure within this Planned Development shall be subject to:
 - a. height limitations as certified on Form FAA-117 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning and Development, the Department of Aviation, the Department of Law, and approved by the City Council.

10. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
11. This Planned Development shall be subject to the "Rules, Regulations and Procedures related to Planned Development" as promulgated by the Commissioner of the Department of Planning and Development.
12. The improvements of the Property, including all entrances and exits, parking areas and landscaping, shall be designed, installed and maintained in general conformance with the Site Plan, Landscape Plan and Building Elevations attached hereto.
 - a. Landscaping. Landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the parkway tree planting provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
 - b. Waterway Edge. The area within the Planned Development just north of the Chicago Sanitary and Ship Canal and outside of the proposed new perimeter fence shall be improved with grass, trees, shrubs and a pedestrian/bicycle path to enhance and stabilize the shoreline and encourage public use and enjoyment of the waterway edge. The path will be designed to conform with the requirements of the Americans with Disabilities Act and, to the extent possible, American Society of Highway and Transportation Officials (A.S.H.T.O.) bike path standards.

Waterway edge landscaping shall be designed to support stabilization of the bank, to accomplish a naturalized appearance for the land immediately adjacent to the channel, and to visually screen views of waterway edge development as appropriate. All new landscaping shall be species native to the Chicago region.
 - c. Fencing. Fencing around the site shall be permitted at the locations depicted on the Landscape Plan. Barbed wire or razor wire fencing is expressly prohibited. Fencing material along the waterway shall be architecturally designed, similar in quality and/or appearance to wrought iron fencing, with the final design subject to review and approval by the Department of Planning and Development. At least one gate shall be provided along the southern fence line to potentially allow direct access from the site to the public waterway edge improvements.

- d. Construction Management/Radio Station Protection Plan. The Applicant shall meet with the owners and operators of the adjacent radio broadcasting business and property and take all reasonable steps to prevent negative impacts on the operation of the business during and after construction of the project. For the construction of the driveway from Kedzie Avenue to the site, the Applicant shall replace any sections of fence removed during construction, build a retaining wall along the northern face of the broadcast building if necessary, construct a sidewalk along the northern face of the building adequate to maintain safe access to the existing door, and design and construct the driveway and underground utilities to prevent damage to or extended disruption of the operation of the transmitter or broadcast antenna. No "Part II" permits authorizing construction shall be issued (pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance) unless and until a written "Construction Management/Radio Station Protection Plan" is submitted to the Department of Planning and Development and approved by the Managers of both WVON and WCEV. The "Construction Management/Radio Station Protection Plan" shall detail how damage or disruption to WVON's and WCEV's facilities (including its antenna and ground system) and its lease will be managed. The Applicant, or the United States Department of Labor as its successors, shall be responsible for paying all costs necessary to implement the recommendations of the "Construction Management/Radio Station Protection Plan".
13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the written request of the Applicant and after a determination by the Commissioner that such a modification is minor in nature, appropriate and consistent with the nature of the development contemplated within this Planned Development . Any such modification shall be deemed to be a minor change as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a minor reduction in the minimum required distance between structures, a minor reduction in the minimum periphery setbacks or a minor increase in the maximum percent of land covered.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which

promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

15. Unless substantial construction of the improvements contemplated within this Planned Development has commenced within ten (10) years following the adoption of the Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to the Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of an M3-4 Heavy Manufacturing District.

[Planned Development Boundary and Property Line Map; Existing Zoning Map; Existing Land-Use Map; Site Plan; Landscape Plan; Canal Pathway Cross Sections; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 68112 through 68127 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

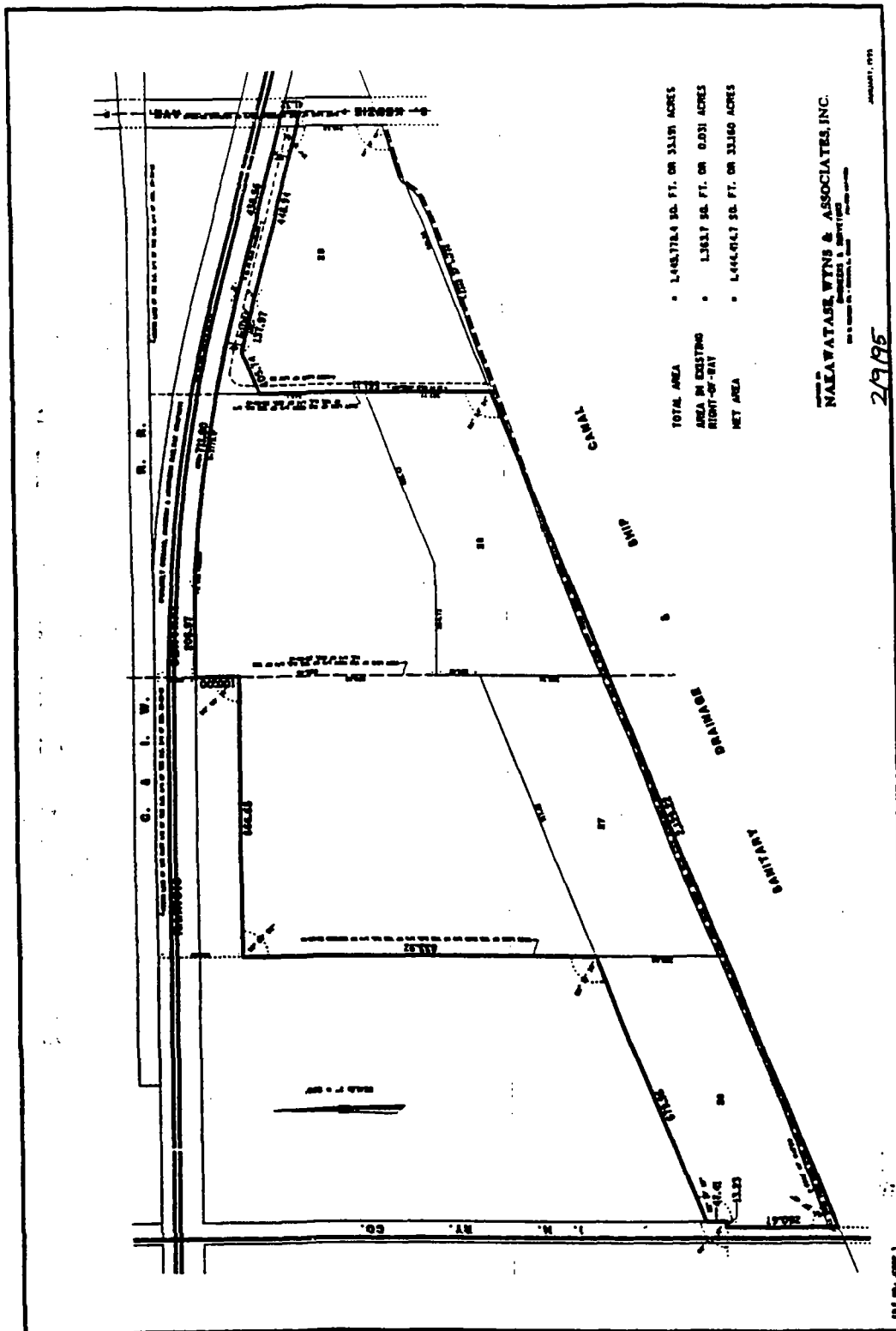
Institutional Waterway Planned Development Number _____

Bulk Regulations And Data Table.

Net Site Area: 1,160,239.7 square feet (26.64 acres).

Plus Areas in Public Right-of-Way:	1,363.7 square feet (.03 acres).
Plus Public Accessible Waterway Area:	284,175.0 square feet (6.52 acres).
Equals Gross Site Area:	1,445,778.4 square feet (33.19 acres).
Maximum Floor Area Ratio for Total New Site Area:	1.0.
Maximum Number of Dwelling Units:	104.
Maximum Percentage of Site Coverage:	50%.
Minimum Number of Off-Street Parking Spaces	
For Dormitories:	One automobile space per twelve students plus one bus or van space per dormitory.
For Non-residential Buildings:	One space per three employees at peak shift.
Minimum Number of Off-Street Loading Berths	
For Non-residential Buildings:	Per R1 District requirements for Institutional Uses.
Minimum Required Building Setbacks	
From waterway edge:	90 feet.
From western Site boundary:	40 feet.
From eastern Site boundary:	40 feet.
From other Site boundaries:	60 feet.
Maximum Permitted Building Height:	50 feet.

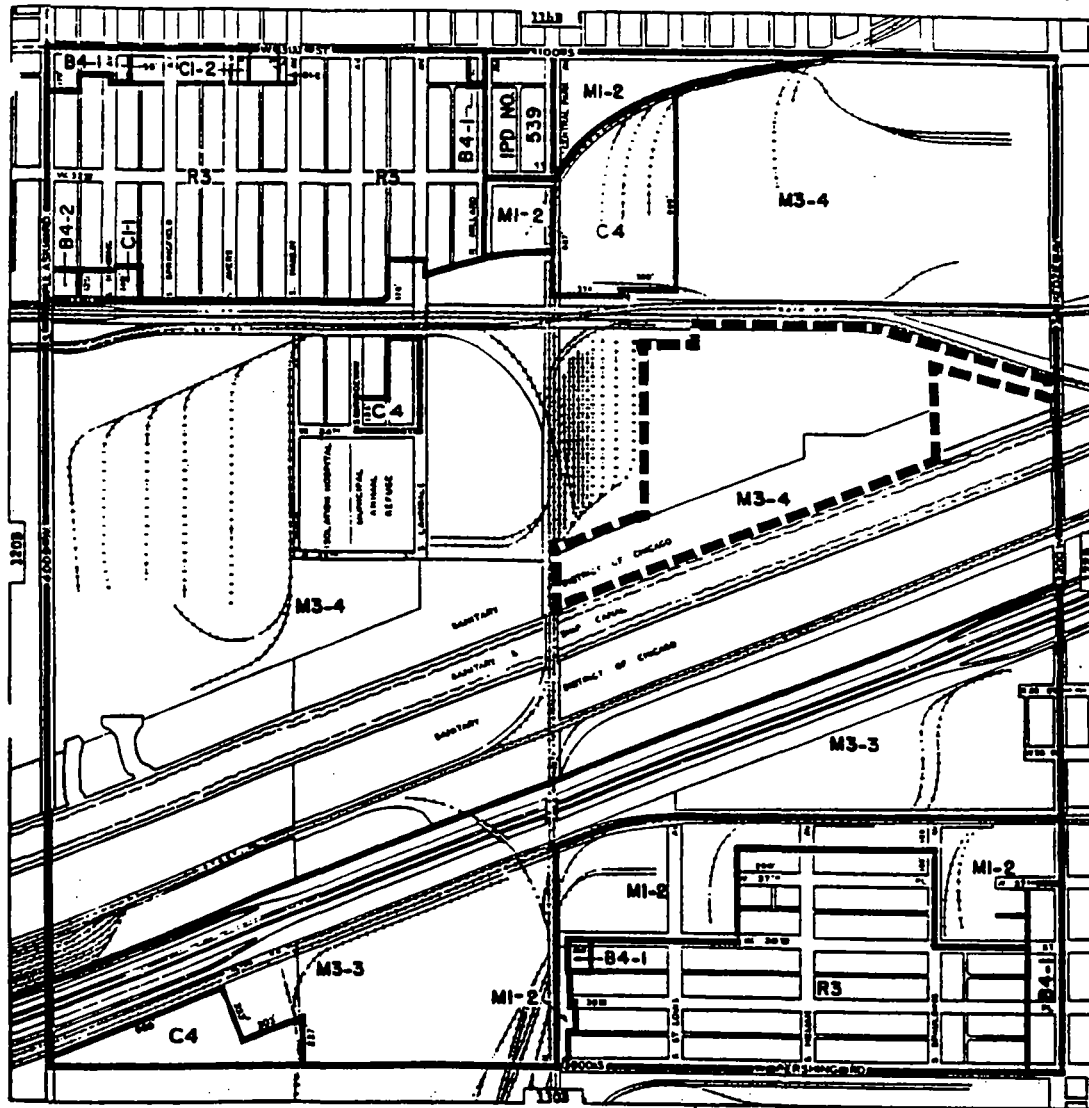
Planned Development Boundary
And Property Line Map.



Existing Zoning Map.

CHICAGO ZONING ORDINANCE

MAP

**RESIDENCE DISTRICTS**

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

BUSINESS DISTRICTS

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

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-6 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

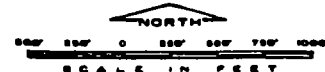
- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7.

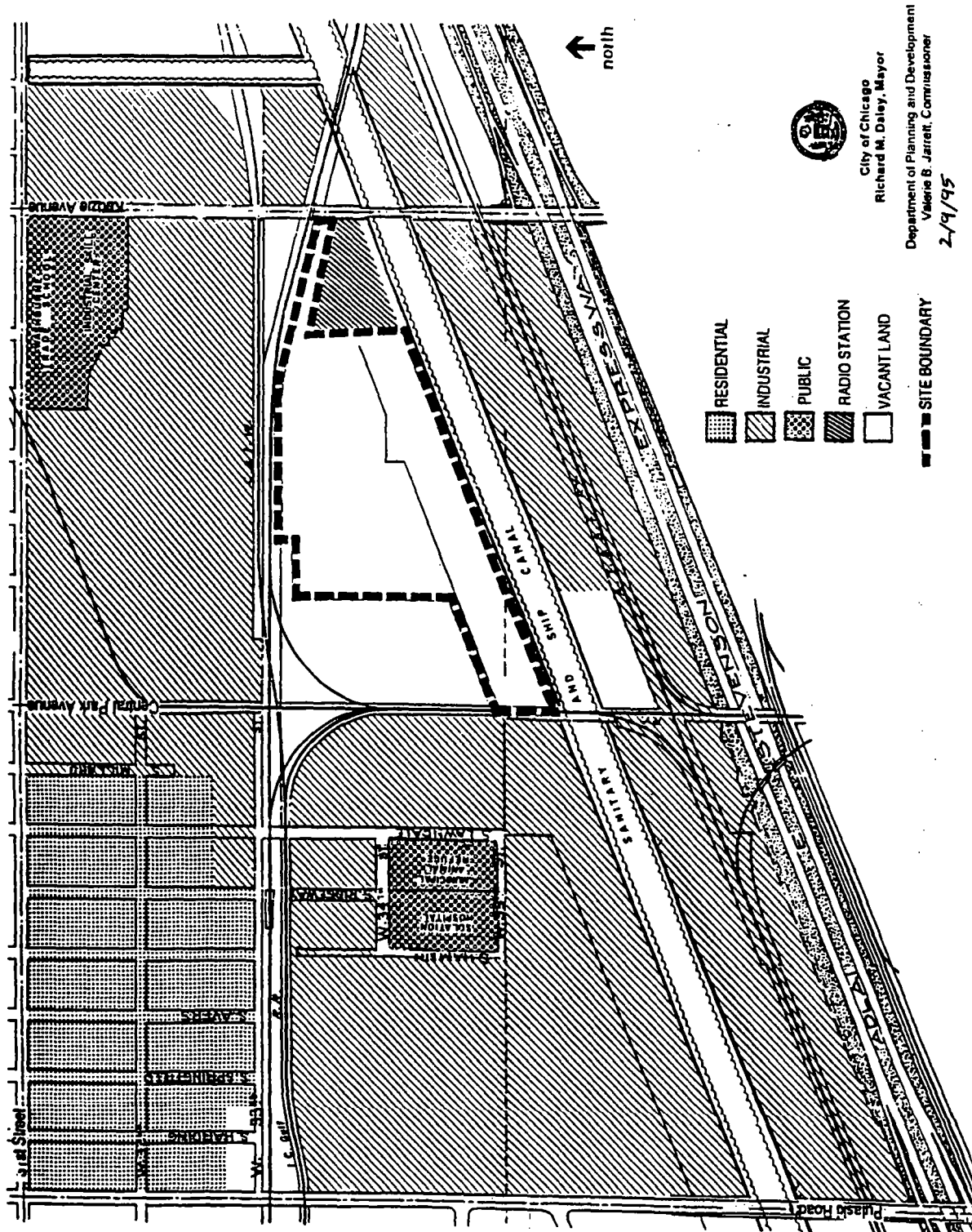
FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8.

FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9.

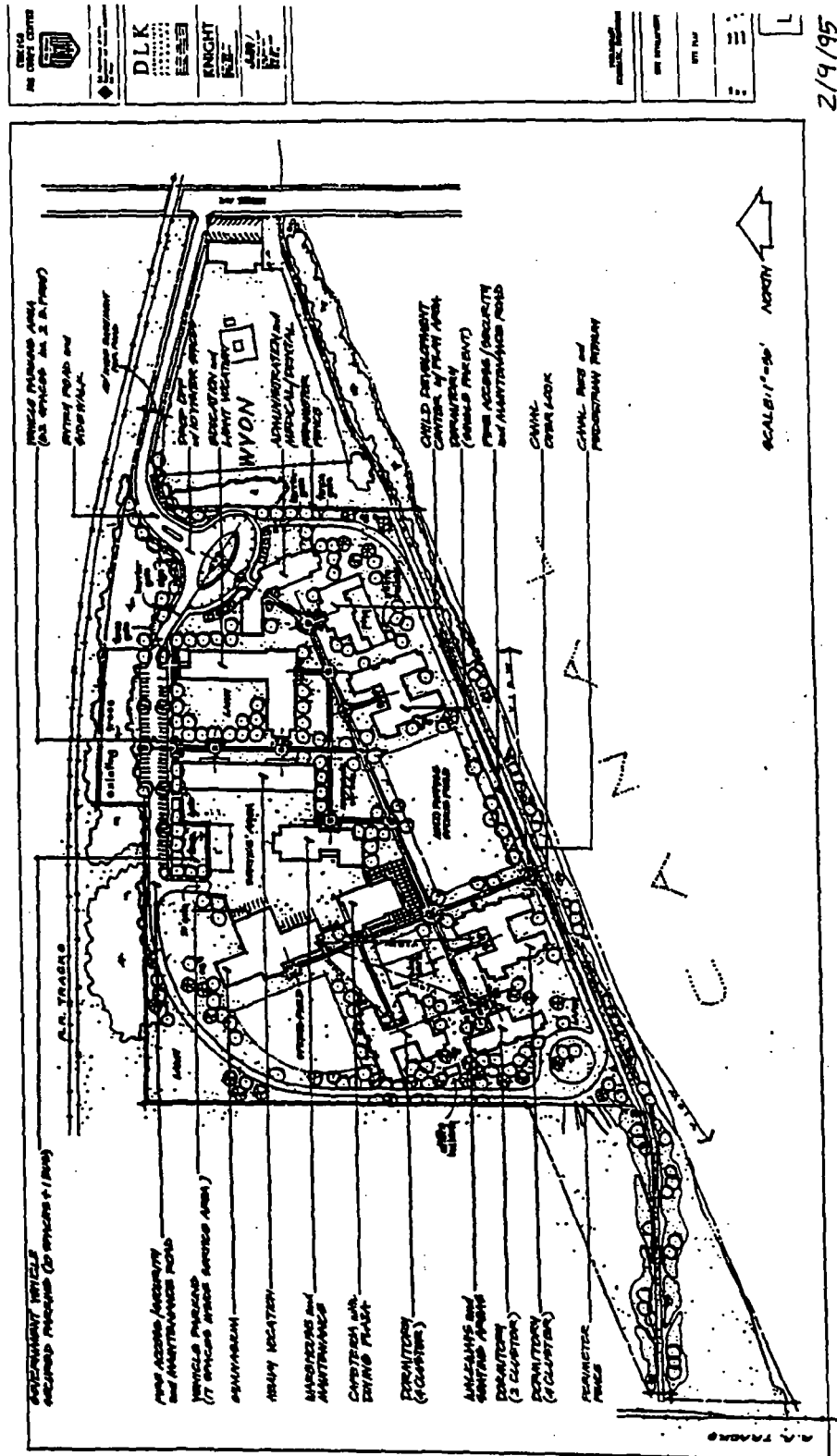
FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10.



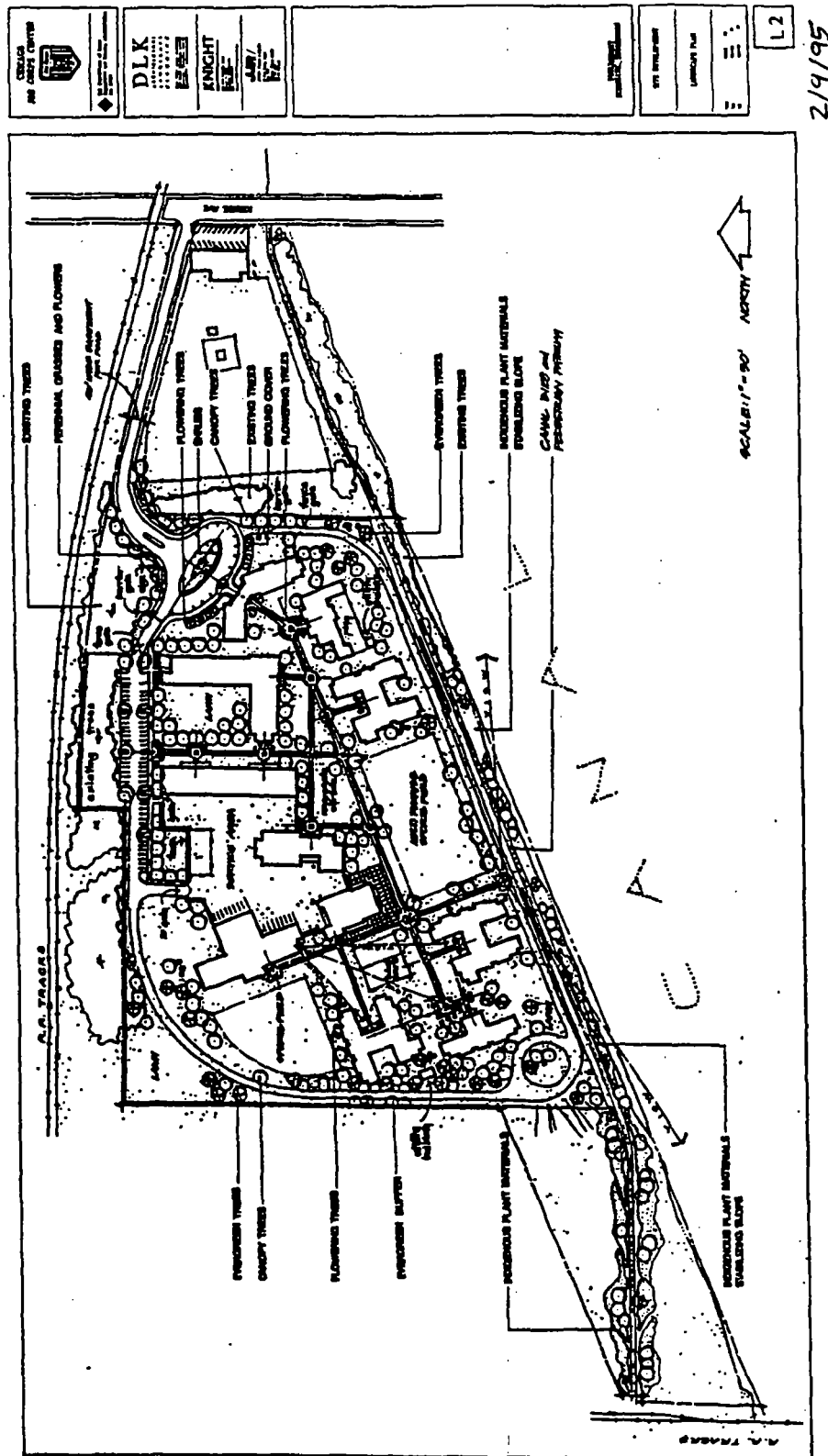
Existing Land-Use Map.



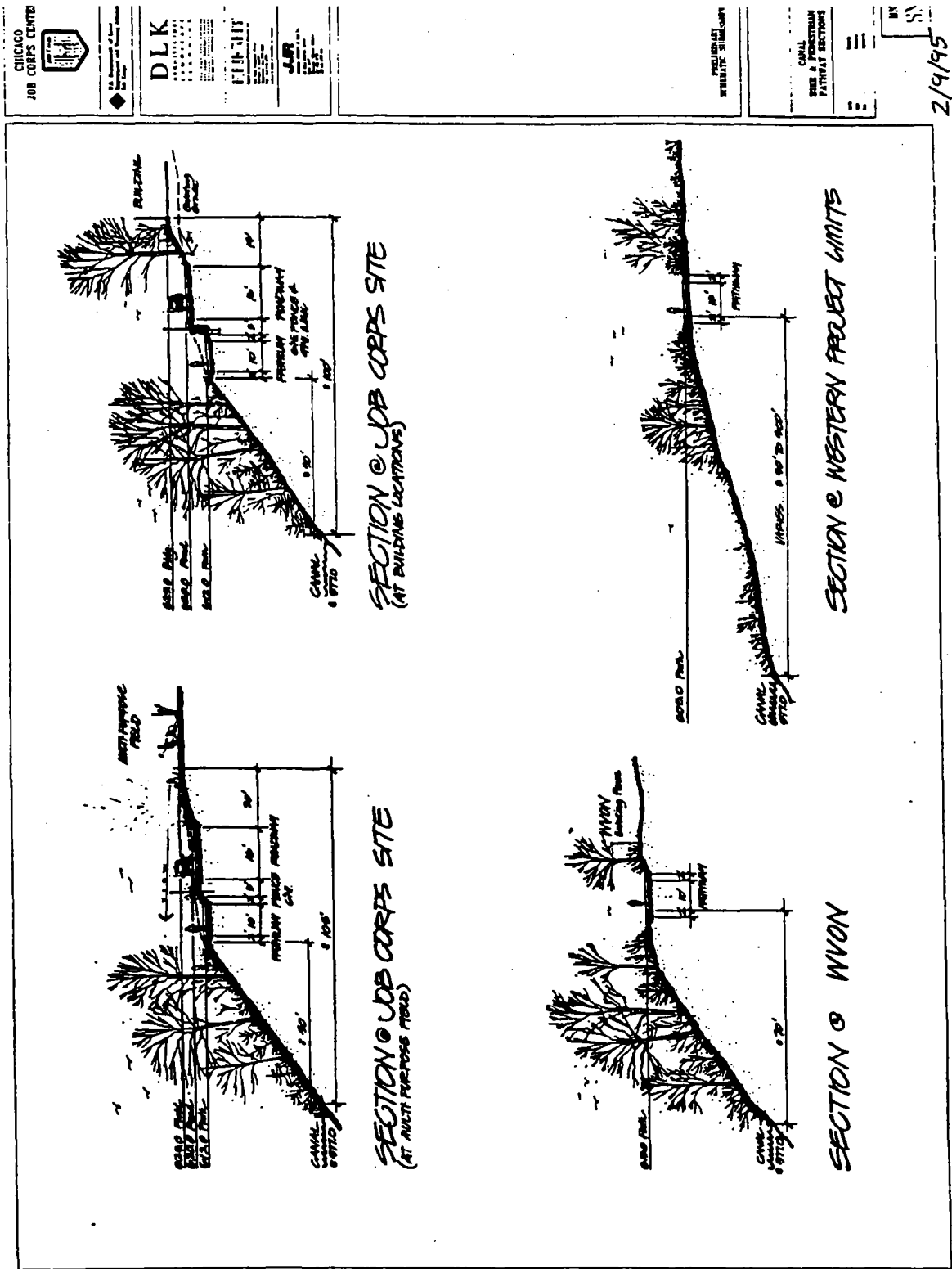
Site Plan.



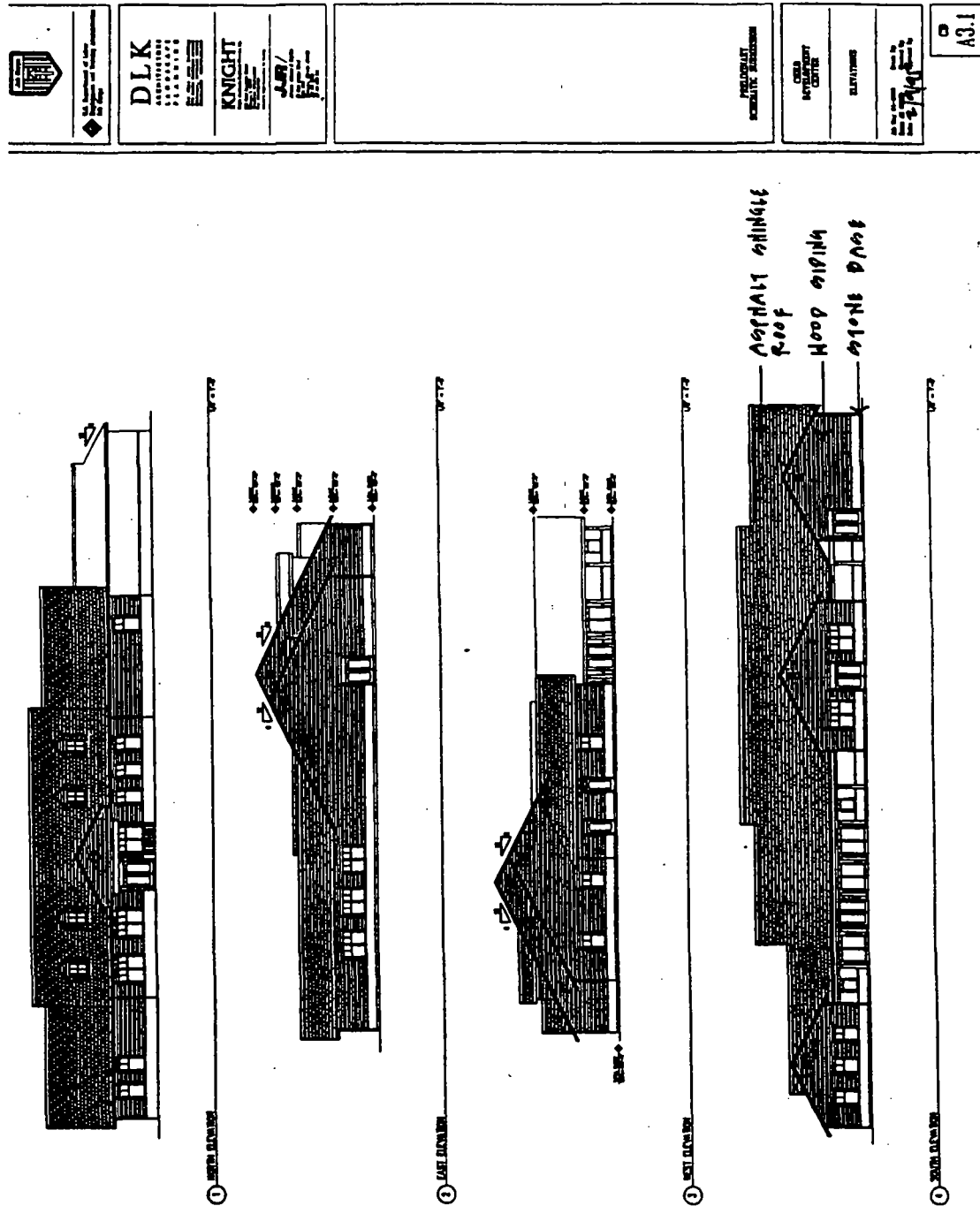
Landscape Plan.



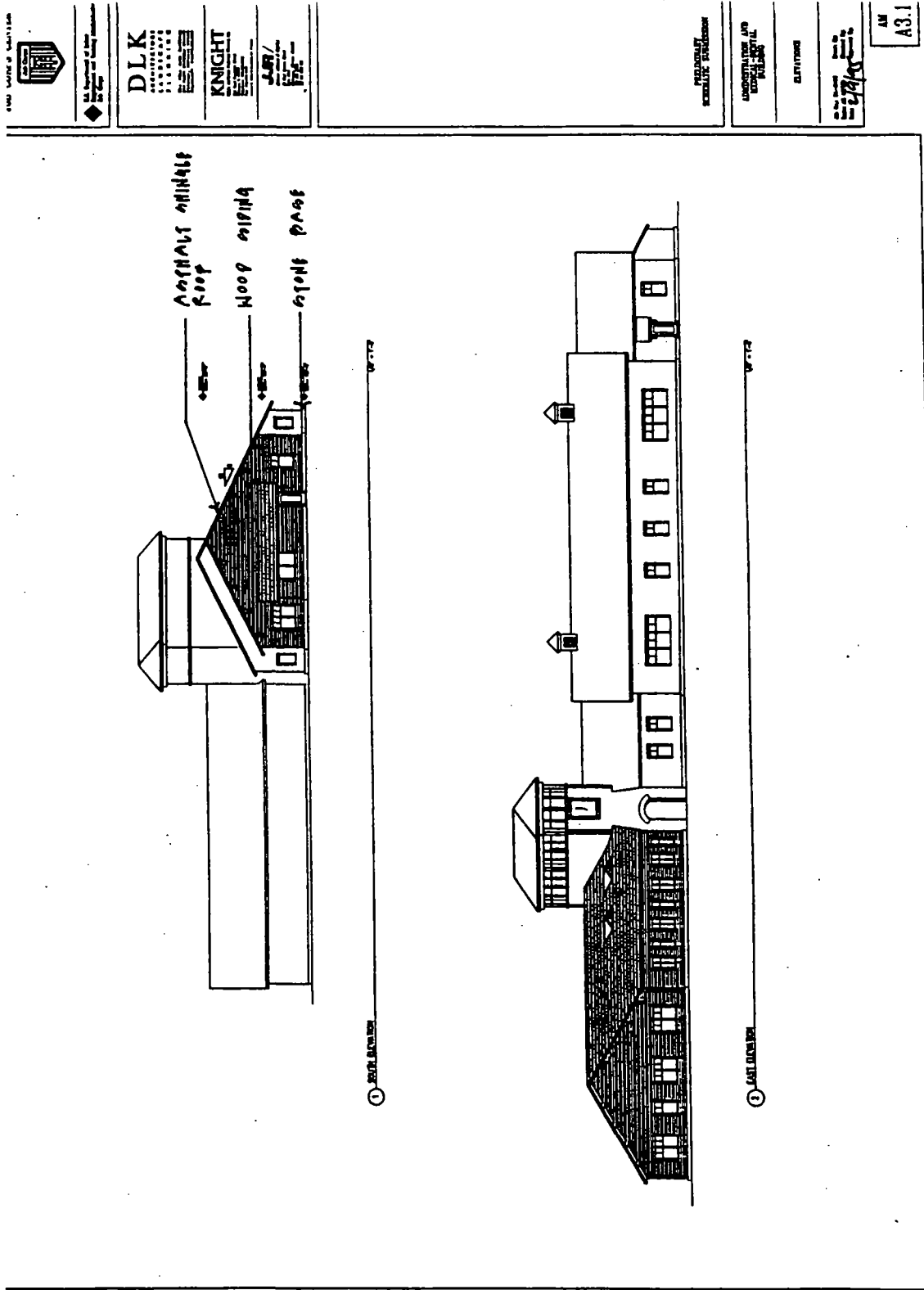
Canal Pathway Cross-Sections.



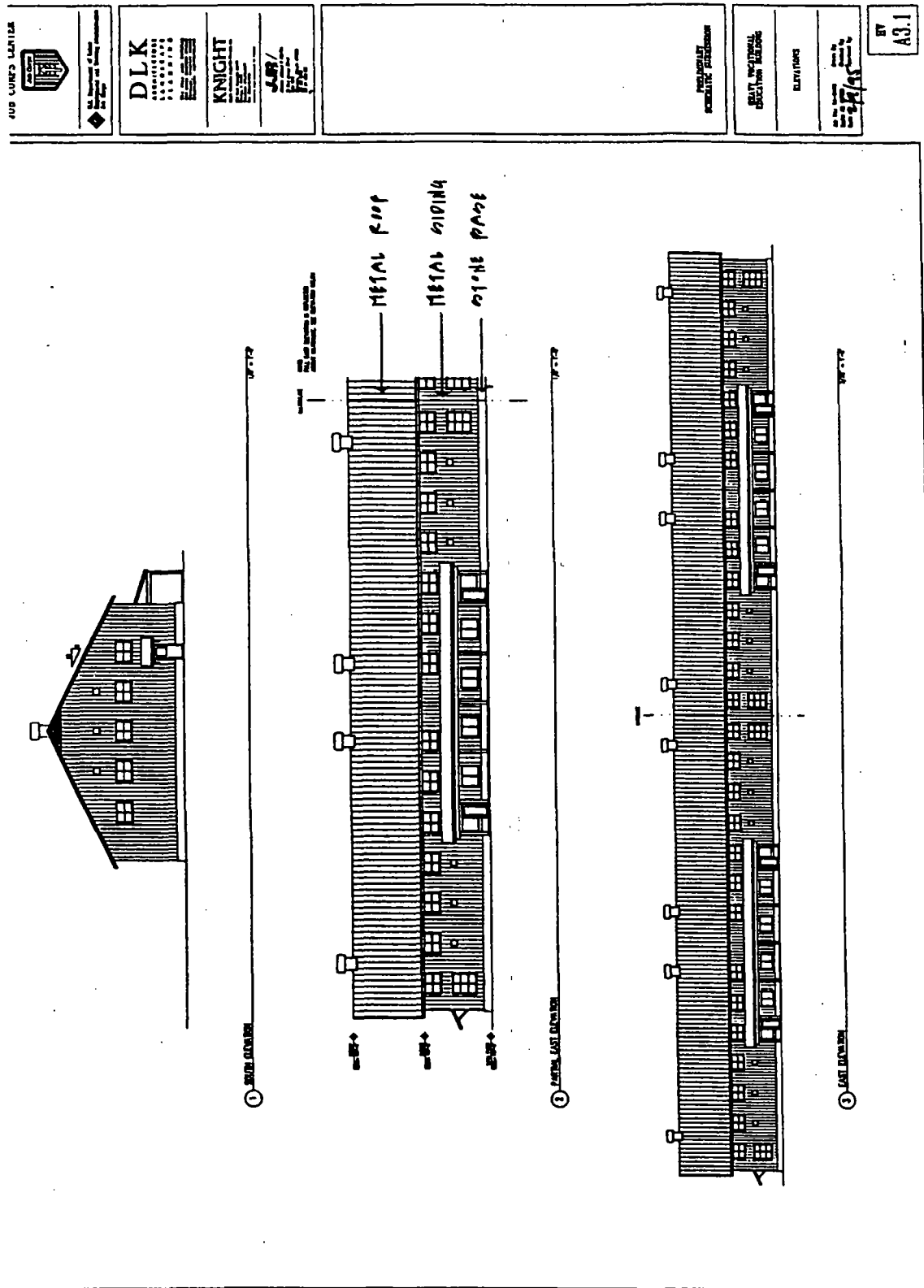
Building Elevations.
(Page 1 of 10)



Building Elevations.
(Page 2 of 10)

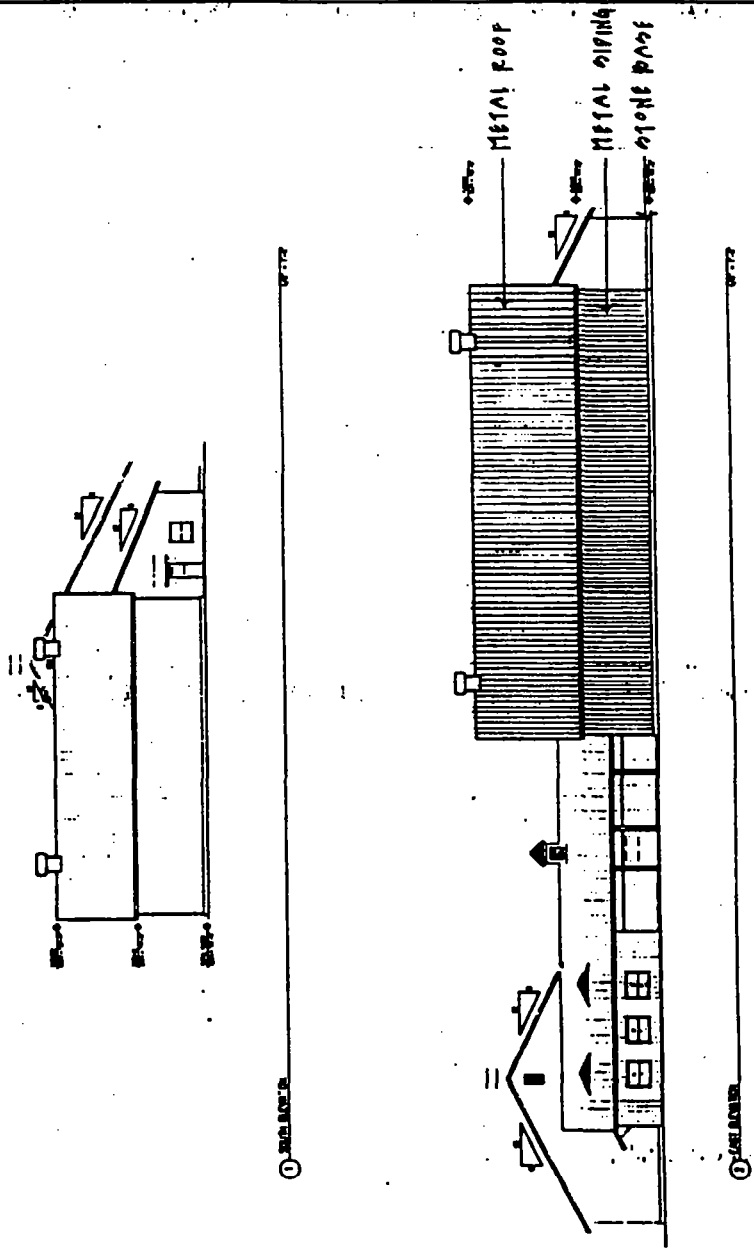


Building Elevations.
(Page 3 of 10)

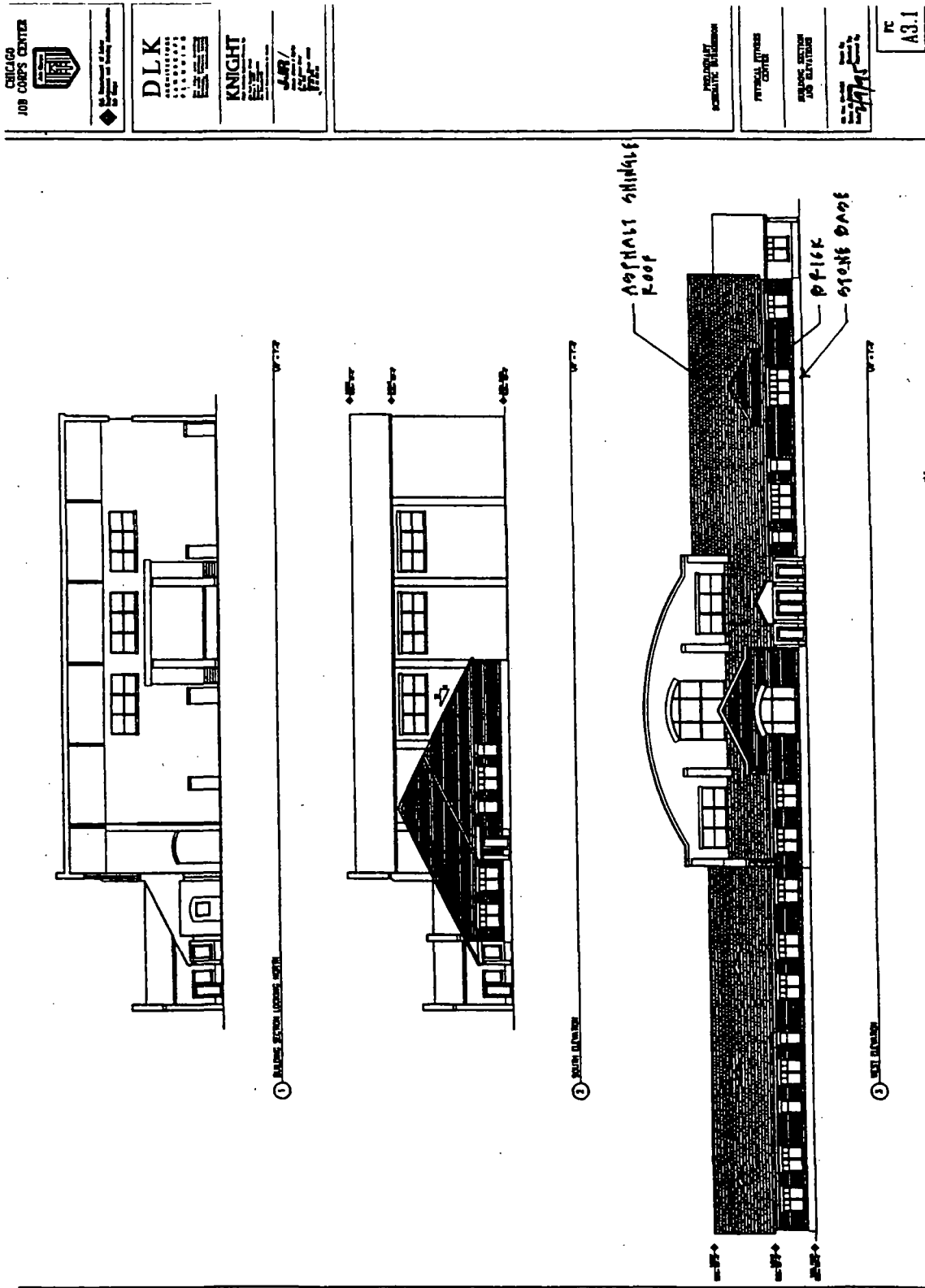


Building Elevations.
(Page 4 of 10)

 DLK ARCHITECTS 1111 14th St. San Francisco, CA 94103 (415) 774-1111	KNIGHT ENGINEERS 1015 Market St. San Francisco, CA 94103 (415) 774-1111	PROJECT EXHIBIT ELEVATION	DATE/REVISED 4/15/95	DRAWING 1111 14th St. San Francisco, CA 94103 (415) 774-1111	SHEET A3.1



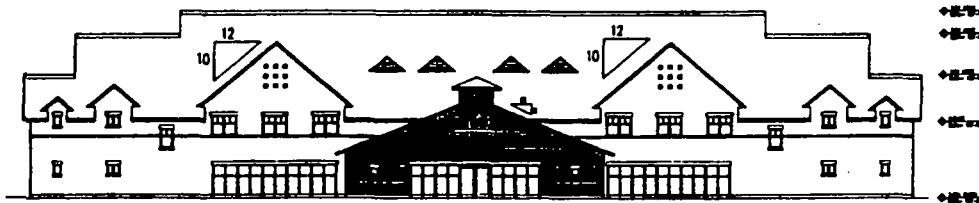
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(Page 6 of 10)



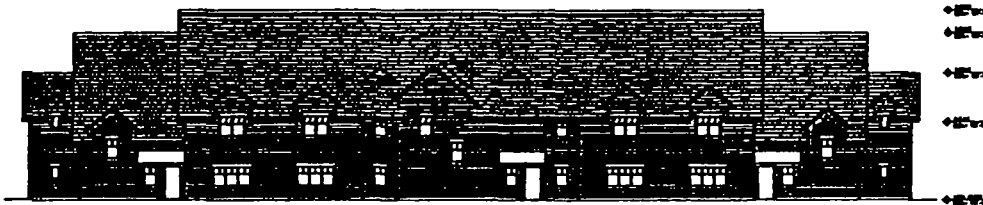
Building Elevations.
(Page 7 of 10)

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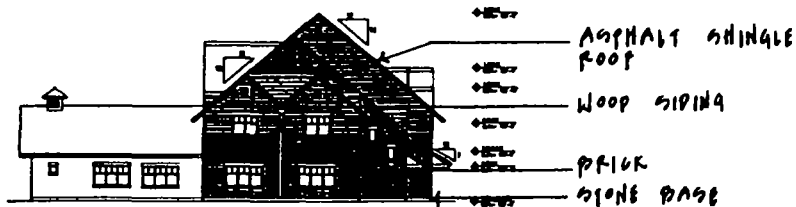
Building Elevations.
(Page 8 of 10)



① NORTH ELEVATION



② SOUTH ELEVATION



③ WEST ELEVATION

CHICAGO
JOB CORPS CENTER



ALL DIMENSIONS IN FEET
UNLESS OTHERWISE NOTED

DLK

ARCHITECTS
1000 N. LAKE ST.
CHICAGO, IL 60610

KNIGHT

ENGINEERS
1000 N. LAKE ST.
CHICAGO, IL 60610

JAN
1000 N. LAKE ST.
CHICAGO, IL 60610

PERMANENT
RECORDS DEPARTMENT

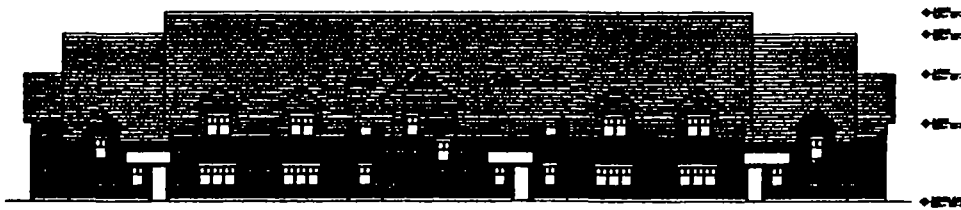
THE CENTER
PROJECT

ELEVATIONS

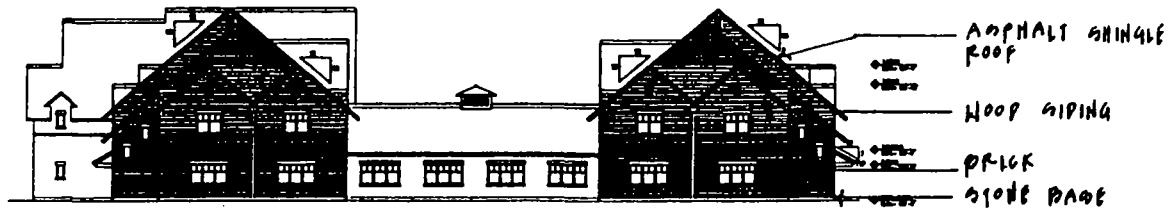
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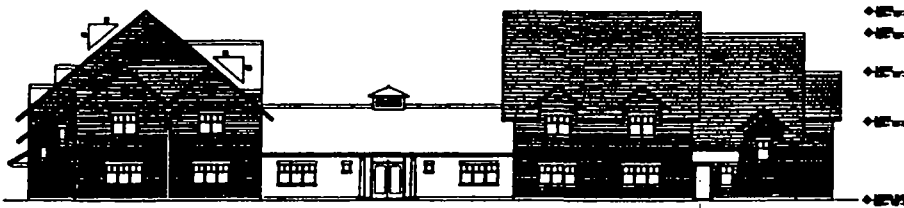
Building Elevations.
(Page 9 of 10)



① EAST ELEVATION



① SOUTH ELEVATION



① NORTH ELEVATION

CHICAGO
JOB CORPS CENTER



Chicago Department of Public Works
Department of Public Works

DLK

ARCHITECTS
1000 N. LAKE STREET
CHICAGO, ILL. 60610

KNIGHT

ARCHITECTS
1000 N. LAKE STREET
CHICAGO, ILL. 60610

JAR

ARCHITECTS
1000 N. LAKE STREET
CHICAGO, ILL. 60610

PRELIMINARY
ARCHITECTURAL DRAWINGS

SINGLE FAMILY
HOMES

ELEVATIONS

1/4" = 1'-0"

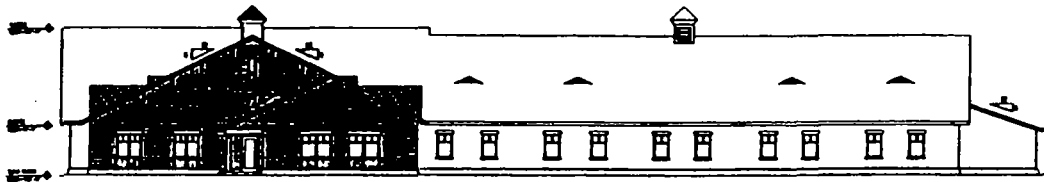
DC
A3.1

Building Elevations.
(Page 10 of 10)



① EAST ELEVATION

W-12



② NORTH ELEVATION

W-12



③ SOUTH ELEVATION

W-12

CHICAGO
JOB CORPS CENTERAll Department of Labor
Buildings are being constructed
by the Chicago Job Corps Center

DLK

ARCHITECTS
P.C.

KNIGHT

ENGINEERS
P.C.JAN /
ARCHITECTS
P.C.FOR OFFICIAL
RECORDS - CHICAGOBANK BRANCHES
AND LOAN OFFICES
BUILDING

ELEVATIONS

By: [Signature] Date: [Date]
By: [Signature] Date: [Date]VE
A3.1

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by:

a line 49.5 feet north of West School Street; the alley next east of North Seeley Street; West School Street; and North Seeley Street,

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 full force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 9-I.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 9-I in the area bounded by:

West Byron Street; North Western Avenue; West Byron Street; and the alley next west of and parallel to North Western Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-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. 9-K in the area bounded by:

West Grace Street; North Kildare Avenue; West Waveland Avenue; and North Lowell Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-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. 11-I in the area bounded by:

a line 68 feet south of and parallel to West Sunnyside Avenue; North Campbell Avenue; a line 158 feet south of and parallel to West Sunnyside Avenue; and next west of North Campbell 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 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 and all the R3 General Residential District symbols and indications as shown on Map No. 12-K in the area bounded by:

the alley west of South Kolin Avenue and the north line of the right-of-way of the Belt Railway Company of Chicago on the south to South Keeler Avenue on the east; then north to West 52nd Street; then west along West 52nd Street 110 feet; then west along a line 100 feet north of and parallel to the right-of-way of the Belt Railway Company of Chicago to the alley west of South Kolin Avenue; South Kostner Avenue; the center line of South 53rd Street as extended; the alley west of South Kolin Avenue; and a line 100 feet north of and parallel to the right-of-way of the Belt Railway Company of Chicago,

to the designation of an R4 General Residence District which 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-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-L in the area bounded by:

the north line of the right-of-way of the Belt Railway Company of Chicago on the south; South Laramie Avenue on the east; a line 66 feet north of and parallel to the north line of the right-of-way of the Belt Railway Company of Chicago; on the north; and South Long Avenue,

to the designation of an R4 General Residence District which is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-H.

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. 13-H in the area bounded by:

a line 99 feet south of West Ainslie Street; the alley next west of and parallel to North Claremont Avenue; the alley next south of and parallel to West Ainslie Street; a line 28 feet west of North Claremont Avenue; the alley next north of and parallel to West Lawrence Avenue, or the line thereof if extended where no alley exists; North Claremont Avenue; West Lawrence Avenue; and North Western 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 13-H.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 13-H in the area bounded by:

West Balmoral Avenue; the easterly right-of-way line of North Ravenswood Avenue; a line 82 feet south of West Summerdale Avenue; and the westerly right-of-way line of North Ravenswood 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 Numbers 14-N And 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 General Residence District symbols and indications as shown on Map Nos. 14-N and 14-M in the area bounded by:

the north line of the right-of-way of the Belt Railway Company of Chicago on the south, South Austin Avenue on the east; a line 66 feet north of and parallel to the north line of the right-of-way of the Belt Railway Company of Chicago on the north; and to South Nashville Avenue on the west,

to the designation of an R3 General Residence District which 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-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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 16-N in the area bounded by:

West 64th Place; a line 180 feet _____ of and parallel to South Normandy Avenue; a line 130.07 feet south of and parallel to West 64th Place; and South Normandy 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 18-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 18-B in the area bounded by:

East 76th Street; South Coles Avenue; East 76th Place; and South Exchange Avenue,

to those of an R2 Single-Family Residence District, and a corresponding use district is hereby established in the area above described.

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

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar two proposed resolutions presented by Alderman Dixon and Alderman Fary. 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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN DIXON 8th (Ward):

TRIBUTE TO LATE MS. LULA BELLE JACKSON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Lula Belle Jackson, beloved citizen and friend, March 15, 1995; and

WHEREAS, Born in Arkansas September 13, 1923, Lula Belle Jackson enjoyed a life rich in the love of a large and devoted family, and she made many friends in Ohio, where she spent most of her adult life, and in the Chicagoland area, where she thrived during her last years. She leaves to mourn her devoted husband of forty-six years, John, five sons, three daughters, eight grandchildren, two great-grandchildren, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of April, 1995, A.D., do hereby express our sorrow on the passing of Lula Belle Jackson, 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 the family of Lula Belle Jackson.

TRIBUTE TO LATE MR. THEODORE WILLIAM ADAMS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Theodore William Adams, beloved citizen and friend, February 28, 1995; and

WHEREAS, Born in Chicago August 29, 1925, Theodore Adams attended McCosh Elementary and Englewood High Schools. He worked for Illinois Auto Parts for a few years thereafter and then established his own business, first at 44th and Federal, then at 39th and Vincennes, ultimately in 1962 in several buildings on South Chicago Avenue. Ted's Auto was the first and largest African-American owned used car dealership on Chicago's south side; and

WHEREAS, In addition to his business, Theodore Adams devoted much time to his community and church. He was sponsor of the West Park Little League Baseball Club of Englewood and received many trophies and

certificates of appreciation acknowledging his support; he was also a dedicated member of Christ Temple Cathedral, serving on several boards and ministries; and

WHEREAS, Theodore Adams' first wife, Dorothy, preceded him in death. He leaves to mourn his second wife, Marva, six children, eleven grandchildren, two great-grandchildren, other relatives 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 fifteenth day of April, 1995, A.D., do hereby express our sorrow on the passing of Theodore William Adams, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Theodore William Adams.

Presented By

ALDERMAN FARY (12th Ward):

TRIBUTE TO LATE MR. MICHAEL SCHIVARELLI.

WHEREAS, Almighty God in his infinite wisdom has called Michael "Ike" Schivarelli to his eternal reward to leave his many responsibilities, his family and his friends; and

WHEREAS, Michael "Ike" Schivarelli was an extremely kind and generous man to all who had known and loved him; and

WHEREAS, Michael "Ike" Schivarelli was a devoted husband to his wife, Mary Ann (nee DePalma); and

WHEREAS, Michael "Ike" Schivarelli was a devoted father of Peter and Michael Schivarelli, and a loving grandfather of Samantha Schivarelli; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Michael "Ike" Schivarelli to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, The Schivarelli family is one of the most distinguished families in the great City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of April, 1995, A.D., do hereby mourn the death of Michael "Ike" Schivarelli, and extend our deepest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Michael "Ike" Schivarelli.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. ROBERT E. JORGENSEN.

WHEREAS, Almighty God in his infinite wisdom has called Robert E. Jorgensen to his eternal reward at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Jorgensen was a former Northfield village official; and

WHEREAS, Mr. Jorgensen was a resident of Northfield since 1950, and became the town's first public works employee that year; and

WHEREAS, Mr. Jorgensen took on many responsibilities in Northfield, and, at one time he held multiple posts, including superintendent of public works, building commissioner, commissioner for zoning and planning and assistant village manager; and

WHEREAS, Mr. Jorgensen saw Northfield develop from the old North Shore railroad tracks into a fine upscale community; and

WHEREAS, Mr. Jorgensen was also a proud member of the Coast Guard during World War II; and

WHEREAS, Throughout his long and distinguished career, Mr. Jorgensen upheld the highest standards; and

WHEREAS, The legacy of Mr. Jorgensen's dedication, devotion and hard work serve as an example to us all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Jorgensen to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Jorgensen was a devoted husband to his wife, Jeanette, and a loving father to his two sons, Robert and Kurt, and to his two daughters, Kathy Di Clementi and Carol Klinger, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, Mr. Jorgensen will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby commemorate Robert E. Jorgensen for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert E. Jorgensen.

**GRATITUDE EXTENDED TO MR. ERNEST R. WISH FOR
DEDICATED SERVICE AS CITY CLERK
OF CHICAGO.**

WHEREAS, Ernest R. Wish had dutifully and diligently served the City of Chicago as the City Clerk; and

WHEREAS, Mr. Wish has proven himself to be an asset to the government and the citizens of Chicago; and

WHEREAS, Mr. Wish is considered a national leader in the accounting field, having served as managing partner of the accounting firm of Coopers & Lybrand before agreeing to take on the job of City Clerk; and

WHEREAS, Mr. Wish brought a strong commitment to public service to the City Clerk's office and exhibited the same strong commitment to efficiency in government; and

WHEREAS, Mr. Wish was chairman of the Illinois Health Care Reform Task Force and has served in several positions with the Chicago United Way Crusade of Mercy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to City Clerk Ernest R. Wish for his dedicated service to the citizens of Chicago and to the Chicago City Council and do hereby wish Ernest R. Wish continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ernest R. Wish.

**GRATITUDE EXTENDED TO THE HONORABLE
THEODORE MAZOLA FOR DEDICATED
SERVICE AS ALDERMAN OF
FIRST WARD.**

WHEREAS, Alderman Theodore Mazola had dutifully and diligently represented the 1st Ward in the Chicago City Council; and

WHEREAS, Alderman Mazola has proven himself to be an asset to the citizens and neighborhoods of the 1st Ward; and

WHEREAS, Alderman Mazola was a member of the City Council Committee on Committees, Rules and Ethics, the City Council Committee on Education, the City Council Committee on Historical Landmark Preservation, the City Council Committee on Parks and Recreation, and the City Council Committee on Transportation and Public Way; and

WHEREAS, Alderman Mazola's presence in the City Council Chambers will sorely be missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to Alderman Theodore Mazola for his dedicated service to the citizens of the 1st Ward and to the Chicago City Council and do hereby wish Alderman Theodore Mazola continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Theodore Mazola.

**GRATITUDE EXTENDED TO THE HONORABLE LAWRENCE BLOOM
FOR DEDICATED SERVICE AS ALDERMAN OF
FIFTH WARD.**

WHEREAS, Alderman Lawrence Bloom had dutifully and diligently represented the 5th Ward in the Chicago City Council; and

WHEREAS, Alderman Bloom has proven himself to be an asset to the citizens and neighborhoods of the 5th Ward; and

WHEREAS, Alderman Bloom was a member of the City Council Committee on the Budget and Government Operations; the City Council Committee on Committees, Rules and Ethics, the City Council Committee on Economic and Capital Development, the City Council Committee on Finance, the City Council Committee on Historical Landmark Preservation, the City Council Committee on Human Relations, the City Council Committee on Parks and Recreation, and the City Council Committee on Zoning; and

WHEREAS, Alderman Bloom's presence in the City Council Chambers will sorely be missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to Alderman Lawrence Bloom for his dedicated service to the citizens of the 5th Ward and to the Chicago City Council and do hereby wish Alderman Lawrence Bloom continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Lawrence Bloom.

**GRATITUDE EXTENDED TO THE HONORABLE MARK FARY
FOR DEDICATED SERVICE AS ALDERMAN OF
TWELFTH WARD.**

WHEREAS, Alderman Mark Fary had dutifully and diligently represented the 12th Ward in the Chicago City Council; and

WHEREAS, Alderman Fary has proven himself to be an asset to the citizens and neighborhoods of the 12th Ward; and

WHEREAS, Alderman Fary was chairman of the City Council Committee on Energy, Environmental Protection and Public Utilities, vice chairman of the City Council Committee on Transportation and Public Way, a member of the City Council Committee on the Budget and Government Operations, the City Council Committee on Committees, Rules and Ethics, the City Council Committee on Finance, the City Council Committee on Health, the City Council Committee on License and Consumer Protection, and the City Council Committee on Parks and Recreation; and

WHEREAS, Alderman Fary's presence in the City Council Chambers will sorely be missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to Alderman Mark Fary for his dedicated service to the citizens of the 12th Ward and to the Chicago City Council and do hereby wish Alderman Mark Fary continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Mark Fary.

**GRATITUDE EXTENDED TO THE HONORABLE JAMES LASKI
FOR DEDICATED SERVICE AS ALDERMAN OF
TWENTY-THIRD WARD.**

WHEREAS, Alderman James Laski had dutifully and diligently represented the 23rd Ward in the Chicago City Council; and

WHEREAS, Alderman Laski has proven himself to be an asset to the citizens and neighborhoods of the 23rd Ward; and

WHEREAS, Alderman Laski has been elected to the position of City Clerk for the City of Chicago; and

WHEREAS, Alderman Laski was vice chairman of the City Council Committee on Health, was a member of the City Council Committee on Aviation, the City Council Committee on the Budget and Government Operations, the City Council Committee on Committees, Rules and Ethics, the City Council Committee on Education, the City Council Committee on Finance, the City Council Committee on License and Consumer Protection, and the City Council Committee on Police and Fire; and

WHEREAS, Alderman Laski's presence in the City Council Chambers will sorely be missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to Alderman James Laski for his dedicated service to the citizens of the 23rd Ward and to the Chicago City Council and do hereby wish Alderman James Laski continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman James Laski.

*GRATITUDE EXTENDED TO THE HONORABLE
JESSE MILLER FOR DEDICATED
SERVICE AS ALDERMAN OF
TWENTY-FOURTH WARD.*

WHEREAS, Alderman Jesse Miller had dutifully and diligently represented the 24th Ward in the Chicago City Council; and

WHEREAS, Alderman Miller has proven himself to be an asset to the citizens and neighborhoods of the 24th Ward; and

WHEREAS, Alderman Miller was a member of the City Council Committee on the Budget and Government Operations, the City Council Committee on Buildings, the City Council Committee on Committees, Rules and Ethics, the City Council Committee on Finance, the City Council Committee on Zoning, and the City Council Committee on Traffic Control and Safety; and

WHEREAS, Alderman Miller's presence in the City Council Chambers will sorely be missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to Alderman Jesse Miller for his dedicated service to the citizens of the 24th Ward and to the Chicago City Council and do hereby wish Alderman Jesse Miller continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Jesse Miller.

**GRATITUDE EXTENDED TO THE HONORABLE DEXTER WATSON
FOR DEDICATED SERVICE AS ALDERMAN,
OF TWENTY-SEVENTH WARD.**

WHEREAS, Alderman Dexter Watson had dutifully and diligently represented the 27th Ward in the Chicago City Council; and

WHEREAS, Alderman Watson has proven himself to be an asset to the citizens and neighborhoods of the 27th Ward; and

WHEREAS, Alderman Watson was a member of the City Council Committee on Buildings, the City Council Committee on Committees, Rules and Ethics, the City Council Committee on Special Events and Cultural Affairs, and the City Council Committee on Traffic Control and Safety; and

WHEREAS, Alderman Watson's presence in the City Council Chambers will sorely be missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to Alderman Dexter Watson for his dedicated service to the citizens of the 27th Ward and to the Chicago City Council and do hereby wish Alderman Dexter Watson continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Dexter Watson.

**GRATITUDE EXTENDED TO THE HONORABLE CAROLE BIALCZAK
FOR DEDICATED SERVICE AS ALDERMAN OF
THIRTIETH WARD.**

WHEREAS, Alderman Carole Bialczak had dutifully and diligently represented the 30th Ward in the Chicago City Council; and

WHEREAS, Alderman Bialczak has proven herself to be an asset to the citizens and neighborhoods of the 30th Ward; and

WHEREAS, Alderman Bialczak was chairman of the City Council Committee on Special Events and Cultural Affairs, vice chairman of the City Council Committee on the Budget and Government Operations, a member of the City Council Committee on Aviation, the City Council Committee on Committees, Rules and Ethics, the City Council Committee on Education, the City Council Committee on Energy, Environmental Protection and Public Utilities, the City Council Committee on License and Consumer Protection, the City Council Committee on Police and Fire, and the City Council Committee on Transportation and Public Way; and

WHEREAS, Alderman Bialczak's presence in the City Council Chambers will sorely be missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of April, 1995, do hereby convey our gratitude and thanks to Alderman Carole Bialczak for her dedicated service to the citizens of the 30th Ward and to the Chicago City Council and do hereby wish Alderman Carole Bialczak continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alderman Carole Bialczak.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

Referred --ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>HAITHCOCK</i> (2nd Ward)	South Wabash Avenue, at 1112 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>PRECKWINKLE</i> (4th Ward)	South Kenwood Avenue (west side) from a point 195 feet north of East 55th Street, to a point 27 feet north thereof -- at all times -- handicapped only (tow-away zone);
<i>BUCHANAN</i> (10th Ward)	South Ewing Avenue, at 10724 -- 10726 -- at all times (handicapped only);
<i>MILLER</i> (24th Ward)	West Ogden Avenue, at 3848 -- at all times -- no exceptions;
<i>GABINSKI</i> (32nd Ward)	North Ashland Avenue, at 1242 -- 10:00 A.M. to 10:00 P.M. -- no exceptions;

Alderman	Location, Distance And Time
<i>BERNARDINI</i> (43rd Ward)	West Armitage Avenue, at 957 -- 9:00 A.M. to 1:00 P.M. -- Monday through Friday (tow-away zone); North Burling Street, at 1725 -- 10:00 A.M. to 9:00 P.M. -- Monday through Friday; North Clark Street, at 2473 -- 6:00 P.M. to 12:00 Midnight -- no exceptions (valet parking); North Clark Street, at 2600 -- 11:00 A.M. to 5:00 P.M. -- Monday through Friday; North Halsted Street, at 1963 -- 5:00 P.M. to 1:00 P.M. -- Tuesday through Saturday (valet parking); North Hampden Court, at 2754 -- at all times (handicapped only); West North Avenue, at 940 -- 6:00 P.M. to 12:00 Midnight -- no exceptions (tow-away zone);
<i>HANSEN</i> (44th Ward)	West Buckingham Place, at 475 -- 8:00 A.M. to 5:00 P.M. -- daily (tow-away zone); West Diversey Avenue, at 434 -- 11:00 A.M. to 10:00 P.M. -- daily;
<i>SCHULTER</i> (47th Ward)	North Lincoln Avenue, at 4915 -- 8:00 A.M. to 7:00 P.M. -- Monday through Friday; North Western Avenue, at 4843 from a point 168 feet south of West Ainslie Street, to a point 32 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- no exceptions;

Alderman

Location, Distance And Time

MOORE (49th Ward)

North Sheridan Road, at 7644 --
12:00 Noon to 2:00 A.M. -- no
exceptions.

***Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF WEST BUCKINGHAM PLACE.***

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Buckingham Place, at 745 -- loading zone -- 10:00 A.M. to 2:00 P.M. -- Sunday and Wednesday", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF NORTH
ELSTON AVENUE.***

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Elston Avenue (east side) from a point 150 feet south of West Division Street, to a point 25 feet south thereof -- no parking/loading zone/tow-away zone -- except from 7:00 P.M. to 2:00 A.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF NORTH
RUSH STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Rush Street (west side) from a point 64 feet south of East Walton Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 7:00 A.M. to 12:00 Noon" and inserting in lieu thereof the words: "North Rush Street (west side) from a point 64 feet south of East Walton Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 12:00 Noon to 8:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

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
DIXON (8th Ward)	North/south alley between South Harper Avenue and South Stony Island Avenue, from 8900 to 9000 -- southerly;
E. SMITH (28th Ward)	South Talman Avenue, from West Roosevelt Road to West Ogden Avenue -- southerly;
SUAREZ (31st Ward)	West Belden Avenue, from North Kilbourn Avenue to North Kostner Avenue -- westerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
NORTH OKETO AVENUE.

Alderman Allen (38th 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 Oketo Avenue, from West Forest Preserve Drive to West Irving Park Road -- northerly" and inserting in lieu thereof: "North Oketo Avenue, from West Irving Park Road to the first alley south thereof -- northerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
WEST 64TH PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 21, 1994 (Council Journal of Proceedings, page 64059) which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: " 'West 64th Place, from South Central Avenue to South Harlem Avenue -- westerly' by striking 'South Central Avenue' and inserting in lieu thereof 'the first alley west of South Central Avenue -- westerly' " and inserting in lieu thereof: "West 64th Place, from South Central Avenue to South Harlem Avenue -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF
PARKING METERS ON PORTION OF
NORTH KINGSBURY STREET.

Alderman Natarus (42nd Ward) presented a proposed order authorizing the installation of parking meters on North Kingsbury Street, between West Grand Avenue and West Kinzie Street, at a meter rate of twenty-five cents per thirty minute period with a four hour limit, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MURPHY (18th Ward)	South Kedzie Avenue, at 8040 -- 8042 -- fifteen minute limit -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday;
BIALCZAK (30th Ward)	West Diversey Avenue, at 4951 -- 4953 -- thirty minute limit -- 8:00 A.M. to 7:00 P.M. -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING LIMITATION ON PORTION OF
SOUTH KILPATRICK AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend an ordinance previously passed by the City Council which limited the parking of vehicles on portions of various public ways by striking the words: "South Kilpatrick Avenue (east side) from West 47th Street to the first alley south thereof -- one hour limit", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING LIMITATION ON
PORTION OF WEST 59TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 30, 1994 (Council Journal of Proceedings, page 62743) which limited the parking of vehicles on portions of various public ways by striking the words: "West 59th Street (north side) from a point 107 feet west of South Kostner Avenue, to a point 50 feet west thereof -- two hour limit -- 6:00 A.M. to 9:00 A.M. -- Monday through Friday" and inserting in lieu thereof the words: "West 59th Street (north side) from a point 107 feet west of South Kostner Avenue to extend to 4424 West 59th Street -- two hour limit -- 6:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- WAIVER OF PARKING LIMITATIONS IN SPECIFIED
AREA DURING ROADWAY CONSTRUCTION.

Alderman Buchanan (10th Ward) presented a proposed order to waive the enforcement of parking limitations beginning January 1, 1994 in the area of East 95th Street, South Escanaba Avenue, South Muskegon Avenue, South Manistee Avenue and the southern edge of the railroad right-of-way, until the sewer and roadway construction is completed on East 95th Street, from South Colfax Avenue to South Commercial Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>TILLMAN</i> (3rd Ward)	South Giles Avenue, at 3821 (except for handicapped); South Dr. Martin Luther King, Jr. Drive, at 4747 (alongside on East 48th Street); South Vincennes Avenue, at 4410 (except for handicapped);
<i>BLOOM</i> (5th Ward)	South Crandon Avenue, at 6955 (except for handicapped); South East End Avenue, at 7442 (except for handicapped); South Ellis Avenue, at 7535 (except for handicapped); South Maryland Avenue, at 7432 (except for handicapped); South Merrill Avenue, at 7410 (except for handicapped); East 69th Street, at 1445 (except for handicapped); East 76th Street, at 929 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Burnside Avenue, at 9186 (except for handicapped); South Calumet Avenue, at 9207 (except for handicapped); South Calumet Avenue, at 9325 (except for handicapped);

Alderman	Location And Distance
	South Evans Avenue, at 8245 (except for handicapped);
	South Indiana Avenue, at 7523 (except for handicapped);
	South Langley Avenue, at 7257 (except for handicapped);
	South Langley Avenue, at 9434 (except for handicapped);
	South Perry Avenue, at 6938 (except for handicapped);
	South Prairie Avenue, at 7528 (except for handicapped);
	South Rhodes Avenue, at 7611 (except for handicapped);
	South State Street, at 7951 (except for handicapped);
	South Wabash Avenue, at 7318 (except for handicapped);
<i>BEAVERS (7th Ward)</i>	South Colfax Avenue, at 8518 (except for handicapped);
	South Essex Avenue, at 7605 (except for handicapped);
	South Kingston Avenue, at 7644 (except for handicapped);
	South Oglesby Avenue, at 9334 (except for handicapped);
<i>DIXON (8th Ward)</i>	South Blackstone Avenue, at 9020 (except for handicapped);

Alderman

Location And Distance

South Dobson Avenue, at 9033
(except for handicapped);

South Dobson Avenue, at 9742
(except for handicapped);

South Drexel Avenue, at 8001
(except for handicapped);

South Euclid Avenue, at 9325
(except for handicapped);

South Harper Avenue, at 8822
(except for handicapped);

East 79th Street, at 2124
(alongside on South Merrill
Avenue) (except for handicapped);

East 84th Place, at 1738 (except
for handicapped);

SHAW (9th Ward)

South Indiana Avenue, at 10445
(except for handicapped);

South Indiana Avenue, at 10605
(except for handicapped);

South Indiana Avenue, at 11320
(except for handicapped);

South Rhodes Avenue, at 10315
(except for handicapped);

South State Street, at 10100
(except for handicapped);

South Yale Avenue, at 10219
(except for handicapped);

East 105th Street, at 569 (except
for handicapped);

BUCHANAN (10th Ward)

South Avenue F, at 10340 (except
for handicapped);

Alderman	Location And Distance
	South Avenue G, at 10721 (except for handicapped);
	South Avenue H, at 10825 (except for handicapped);
	South Avenue J, at 9752 (except for handicapped);
	South Avenue L, at 10648 (except for handicapped);
	South Avenue M, at 9952 (except for handicapped);
	South Buffalo Avenue, at 13450 (except for handicapped);
	South Calhoun Avenue, at 10152 (except for handicapped);
	South Calhoun Avenue, at 10618 (except for handicapped);
	South Green Bay Avenue, at 10436 (except for handicapped);
	South Green Bay Avenue, at 11005 (except for handicapped);
<i>HUELS (11th Ward)</i>	South Broad Street, at 3057 (except for handicapped);
	South Hermitage Avenue, at 3412 (except for handicapped);
	South Honore Street, at 3517 (except for handicapped);
	South Hoyne Avenue, at 3336 (except for handicapped);

Alderman	Location And Distance
	South Leavitt Street, at 3245 (except for handicapped);
	South Maplewood Avenue, at 4435 (except for handicapped);
	South Marshfield Avenue, at 3625 (except for handicapped);
	South Morgan Street, at 3859 (between driveway entrances for restaurant);
	South Wolcott Avenue, at 3811 (except for handicapped);
	West 32nd Street, at 1228 (except for handicapped);
<i>FARY</i> (12th Ward)	South Laflin Street, at 4507 (except for handicapped);
	West 23rd Place, at 2727 (except for handicapped);
<i>BUCHANAN</i> for <i>FARY</i> (12th Ward)	South Honore Street, at 4326 (except for handicapped);
	South Winchester Avenue, at 4724 (except for handicapped);
<i>OLIVO</i> (13th Ward)	South Harding Avenue, at 7119 (except for handicapped);
	West Hayford Street, at 3930 (except for handicapped);
	South Kildare Avenue, at 6006 (except for handicapped);

Alderman	Location And Distance
	South Kilpatrick Avenue, at 6223 (except for handicapped);
	South Menard Avenue, at 6046 (except for handicapped);
	West 64th Place, at 6128 (except for handicapped);
	West 65th Street, at 3621 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Albany Avenue, at 4519 (except for handicapped);
	South California Avenue, at 6628 (except for handicapped);
	South Francisco Avenue, at 6349 (except for handicapped);
	South Kedvale Avenue, at 4423 (except for handicapped);
	South Maplewood Avenue, at 5232 (except for handicapped);
	South Richmond Street, at 4417 (except for handicapped);
	South Whipple Street, at 5249 (except for handicapped);
	South Whipple Street, at 5633 (except for handicapped);
	West 63rd Street, at 3330 (except for handicapped);
<i>JONES</i> (15th Ward)	South Artesian Avenue, at 6522 (except for handicapped);

4/15/95

NEW BUSINESS PRESENTED BY ALDERMEN

68157

Alderman

Location And Distance

South Damen Avenue, at 6845
(except for handicapped);

South Fairfield Avenue, at 6542
(except for handicapped);

South Hermitage Avenue, at 6628
(except for handicapped);

South Honore Avenue, at 6052
(except for handicapped);

South Hoyne Avenue, at 6445
(except for handicapped);

South Oakley Avenue, at 7344
(except for handicapped);

South Paulina Street, at 6029
(except for handicapped);

South Seeley Avenue, at 7202
(except for handicapped);

South Wolcott Avenue, at 6145
(except for handicapped);

South Wolcott Avenue, at 7202
(except for handicapped);

South Wolcott Avenue, at 7221
(except for handicapped);

South Damen Avenue, at 4930
(except for handicapped);

South Elizabeth Street, at 5749
(except for handicapped);

South Elizabeth Street, at 5750
(except for handicapped);

South Hermitage Avenue, at 5206
(except for handicapped);

COLEMAN (16th Ward)

Alderman	Location And Distance
	South Honore Avenue, at 5712 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Emerald Avenue, at 6736 (except for handicapped); South Morgan Street, at 6850 (except for handicapped); South Peoria Street, at 7927 (except for handicapped); South Sangamon Street, at 6624 (except for handicapped); South Union Avenue, at 7316 (except for handicapped); West 73rd Place, at 1435 (except for handicapped);
<i>MURPHY</i> (18th Ward)	South Honore Street, at 7846 (except for handicapped);
<i>TROUTMAN</i> (20th Ward)	South Indiana Avenue, at 5223 (except for handicapped); South Langley Avenue, at 6119 (except for handicapped); South Michigan Avenue, at 6218 (except for handicapped); South Wells Street, from West 58th Street to West 59th Street -- no truck parking;

Alderman	Location And Distance
<i>EVANS</i> (21st Ward)	South Kerfoot Avenue, at 8322 (except for handicapped); South Racine Avenue, at 8810 (except for handicapped); South Wallace Street, at 8525 (except for handicapped); West 92nd Place, at 1049 (except for handicapped);
<i>MUNOZ</i> (22nd Ward)	South Drake Avenue, at 2511 (except for handicapped); South St. Louis Avenue, at 3011 (except for handicapped); West 21st Place, at 4024 (except for handicapped);
<i>LASKI</i> (23rd Ward)	South Keating Avenue, at 4531 (except for handicapped); West 55th Street (northeast corner) at South Pulaski Road; West 57th Street, at 3907 (except for handicapped); West 63rd Street, at 6642 (except for handicapped);
<i>MILLER</i> (24th Ward)	West Congress Parkway, at 4738 (except for handicapped); South Drake Avenue, at 1943 (except for handicapped);

Alderman	Location And Distance
	South Millard Avenue, at 2162 (except for handicapped);
	West Ogden Avenue, at 3840 -- 3852 (except for handicapped);
	South Pulaski Road, at 1614 (except for handicapped);
	South Spaulding Avenue, at 1912 (except for handicapped);
	West 12th Place, at 3518 (except for handicapped);
	West 16th Street, at 4109 (except for handicapped);
	West 19th Street, at 3936 (except for handicapped);
<i>MEDRANO (25th Ward)</i>	South Hoyne Avenue, at 2144 (except for handicapped);
	South Wells Street, at 2812 (except for handicapped);
	South Wolcott Avenue, at 2311 (except for handicapped);
	West 18th Place, at 923 (except for handicapped);
	West 18th Street, at 2028 (except for handicapped);
	West 19th Street, at 2053 (except for handicapped);
	West 21st Street, at 1809 (except for handicapped);
	West 21st Street, at 1917 (except for handicapped);

Alderman	Location And Distance
	West 24th Street, at 226 (except for handicapped);
	West 29th Place, at 345 (except for handicapped);
WATSON (27th Ward)	North Orleans Street, at 1535 (except for handicapped);
E. SMITH (28th Ward)	West Adams Street, at 4032 (except for handicapped);
	West Fulton Street, at 4455 (except for handicapped);
	West Grenshaw Street, at 2419 (except for handicapped);
	West Monroe Street, at 3540 (except for handicapped);
	West Monroe Street, at 4833 (except for handicapped);
	West Warren Boulevard, at 2710 (except for handicapped);
	South Whipple Street, at 327 (except for handicapped);
	West Wilcox Street, at 2647 (except for handicapped);
	West Wilcox Street, at 2740 (except for handicapped);
	West Wilcox Street, at 4319 (except for handicapped);
BURRELL (29th Ward)	North Austin Boulevard, at 1431 (except for handicapped);

Alderman	Location And Distance
	North Mayfield Avenue, at 215 (except for handicapped);
	North Parkside Avenue, at 945 (except for handicapped);
	West Van Buren Street, at 5534 (except for handicapped);
	North Waller Avenue, at 108 (except for handicapped);
<i>BIALCZAK (30th Ward)</i>	West Altgeld Street, at 5145 (except for handicapped);
	North Harding Avenue, at 3431 (except for handicapped);
	North Latrobe Avenue, at 2255 (except for handicapped);
	North Linder Avenue, at 2455 (except for handicapped);
	West Schubert Avenue, at 5108 (except for handicapped);
	West Wellington Avenue, at 4160 (except for handicapped);
<i>SUAREZ (31st Ward)</i>	North Hamlin Avenue, at 2340 (except for handicapped);
	North Harding Avenue, at 2539 (except for handicapped);
	North Lawndale Avenue, at 1350 (except for handicapped);
	West Medill Avenue, at 3574 (except for handicapped);
	North Ridgeway Avenue, at 1455 (except for handicapped);

Alderman	Location And Distance
	North Springfield Avenue, at 1537 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	West Belden Avenue, at 2333 (except for handicapped); West Dickens Avenue, at 1959 (except for handicapped); North Seeley Avenue, at 3545 (except for handicapped);
<i>MELL</i> (33rd Ward)	West Eastwood Avenue, at 2551 (except for handicapped); North Francisco Avenue, at 4237 (except for handicapped);
<i>WOJCIK</i> (35th Ward)	North Allen Avenue, at 3023 (except for handicapped); North Hamlin Avenue, at 2624 (except for handicapped); North Keating Avenue, at 3128 (except for handicapped); North Springfield Avenue, at 2946 (except for handicapped); West Wrightwood Avenue, at 3518 (except for handicapped);
<i>BANKS</i> (36th Ward)	West Grand Avenue (south side) from North Rutherford Avenue to North Oak Park Avenue; West Medill Avenue, at 7001 -- 7003 (southwest corner at North Sayre Avenue);

Alderman	Location And Distance
	North Mulligan Avenue, at 2901 (except for handicapped);
	North Rutherford Avenue, at 2730 (except for handicapped);
<i>GILES (37th Ward)</i>	West Concord Place, at 4868 (except for handicapped);
	North Leclaire Avenue, at 841 (except for handicapped);
	North Lockwood Avenue, at 1700 (except for handicapped);
	North Lorel Avenue, at 224 (except for handicapped);
	North Lorel Avenue, at 1543 (except for handicapped);
<i>ALLEN (38th Ward)</i>	West Henderson Street, at 5001 (except for handicapped);
	North Kildare Avenue, at 3420 (except for handicapped);
	North Mulligan Avenue, at 4238 (except for handicapped);
	West Patterson Avenue, at 5044 (except for handicapped);
	West Roscoe Street, at 5221 (except for handicapped);
	West Warwick Avenue, at 5253 (except for handicapped);
	West Warwick Avenue, at 5659 (except for handicapped);

Alderman	Location And Distance
<i>ALLEN</i> for <i>LAURINO</i> (39th Ward)	North St. Louis Avenue, at 4642 (except for handicapped); North Monticello Avenue, at 4753 (except for handicapped);
<i>DOHERTY</i> for <i>O'CONNOR</i> (40th Ward)	West Highland Avenue, at 1548 (except for handicapped); North Mozart Street, at 5037 (except for handicapped);
<i>DOHERTY</i> (41st Ward)	West Foster Avenue, at 6959 (except for handicapped);
<i>BERNARDINI</i> (43rd Ward)	North Bissell Street, at 1938 (except for handicapped);
<i>HANSEN</i> (44th Ward)	North Racine Avenue, at 3828 (except for handicapped); North Seminary Avenue, at 3507 (except for handicapped); North Seminary Avenue, at 3511 (except for handicapped);
<i>LEVAR</i> (45th Ward)	West Argyle Street, at 5108 (except for handicapped); West Berwyn Avenue (south side) from North Lawler Avenue to the first alley west thereof -- at all times; North Major Avenue, at 5554 (except for handicapped);

Alderman	Location And Distance
	North Mango Avenue, at 5523 (except for handicapped);
	North McVickers Avenue, at 5351 (except for handicapped);
	North Meade Avenue, at 5006 (except for handicapped);
	West Montrose Avenue, at 4852 (except for handicapped);
	West Pensacola Avenue, at 5200 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	North Bell Avenue, at 4138 (except for handicapped);
	West Winnemac Avenue (south side) from a point 20 feet east of North Paulina Street, to a point 155 feet east thereof (except for emergency and hospital vehicles only);
<i>M. SMITH</i> (48th Ward)	West Balmoral Avenue, at 1047 (except for handicapped);
	North Kenmore Avenue, at 5716 (except for handicapped);
<i>STONE</i> (50th Ward)	North Claremont Avenue, at 6245 (except for handicapped);
	North Claremont Avenue, at 6245 (except for handicapped);
	West Rosemont Avenue, at 2723 (except for handicapped);
	North Washtenaw Avenue, at 7418 (except for handicapped).

Referred -- DESIGNATION OF HANDICAPPED PARKING
ON PORTION OF WEST BUCKINGHAM PLACE.

Alderman Hansen (44th Ward) presented a proposed ordinance to designate for handicapped parking, two percent of the parking zone on the south side of West Buckingham Place, from the first alley east of North Clark Street to a point 45 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4645 WEST ALTGELD STREET.

Alderman Suarez (31st 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 Altgeld Street, at 4645 (Handicapped Parking Permit 3901)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4647 WEST ALTGELD STREET.

Alderman Suarez (31st 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 Altgeld Street, at 4647 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10548 SOUTH AVENUE G.

Alderman Buchanan (10th 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 Avenue G, at 10548 (Handicapped Parking Permit 4626)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1408 WEST BERWYN AVENUE.

Alderman M. Smith (48th 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 Berwyn Avenue, at 1408 (Handicapped Parking Permit 9071)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5742 SOUTH CALIFORNIA 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 California Avenue, at 5742 (Handicapped Parking Permit 9691)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
723 NORTH DRAKE AVENUE.

Alderman Watson (27th 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 Drake Avenue, at 723 (Handicapped Parking Permit 7997)", 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 DRAPER STREET (NORTH SIDE).

Alderman Gabinski (32nd 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 Draper Street (north side) from the dead end street to a point 70 feet north thereof", 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 DRAPER STREET (SOUTH SIDE).

Alderman Gabinski (32nd 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 Draper Street (south side) from North Racine Avenue to a point 107 feet west thereof", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES
AT 3204 SOUTH EMERALD AVENUE

Alderman Huels (11th 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 Emerald Avenue, at 3204 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4524 SOUTH FAIRFIELD AVENUE.

Alderman Fary (12th 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 Fairfield Avenue, at 4524 (Handicapped Parking Permit 3592)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5228 SOUTH FAIRFIELD 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 Fairfield Avenue, at 5228 (Handicapped Parking Permit 8879)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6336 WEST FLETCHER STREET.

Alderman Banks (36th 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 Fletcher Street, at 6336 (Handicapped Parking Permit 3238)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2003 WEST GEORGE STREET.

Alderman Ocasio (26th 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 George Street, at 2003 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7917 SOUTH GREEN STREET.

Alderman Streeter (17th 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 Green Street, at 7917 (Handicapped Parking Permit 6056)", 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 HARLEM AVENUE.

Alderman Banks (36th 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 Harlem Avenue (east side) between West Medill Avenue and West Altgeld Street -- at all times" and inserting in lieu thereof: "North Harlem Avenue (east side) between West Medill Avenue and the first alley north of West Grand Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3809 NORTH HERMITAGE 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 Hermitage Avenue, at 3809 (Handicapped Parking Permit 9440)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2932 NORTH KEATING AVENUE.

Alderman Suarez (31st 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 Keating Avenue, at 2932 (Handicapped Parking Permit 5124)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5633 NORTH KENMORE AVENUE.

Alderman M. Smith (48th 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 Kenmore Avenue, at 5633 (Handicapped Parking Permit 5053)", 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 KIMBERLY AVENUE.

Alderman Allen for Alderman Laurino (39th 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 Kimberly Avenue (east side) in the 5000 block -- at all times (trucks only)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
11606 SOUTH LAFAYETTE AVENUE.

Alderman Austin (34th 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 Lafayette Avenue, at 11606 (Handicapped Parking Permit 4932)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2432 WEST LEXINGTON STREET.

Alderman Haithcock (2nd 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 Lexington Street, at 2432 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3730 NORTH LINDER AVENUE.

Alderman Wojcik (35th 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 Linder Avenue, at 3730 (Handicapped Parking Permit 4785)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2423 WEST LUNT AVENUE.

Alderman Stone (50th 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 Lunt Avenue, at 2423 (handicapped parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2955 NORTH MANGO AVENUE.

Alderman Wojcik (35th 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 Mango Avenue, at 2955 (Handicapped Parking Permit 4649)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2844 NORTH MARMORA AVENUE.

Alderman Banks (36th 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 Marmora Avenue, at 2844 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6156 SOUTH MONITOR AVENUE.

Alderman Olivo (13th 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 Monitor Avenue, at 6156 (Handicapped Parking Permit 8597)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4455 NORTH MOODY AVENUE.

Alderman Allen (38th 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 Moody Avenue, at 4455 (Handicapped Parking Permit 7925)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4353 SOUTH MOZART STREET.

Alderman Buchanan for Alderman Fary (12th 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 Mozart Street, at 4353 (Handicapped Parking Permit 7960)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6618 SOUTH PAULINA STREET.

Alderman Jones (15th 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 Paulina Street, at 6618 (Handicapped Parking Permit 6986)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7611 SOUTH PAULINA STREET.

Alderman Streeter (17th 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 Paulina Street, at 7611 (Handicapped Parking Permit 9036)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7147 SOUTH PERRY AVENUE.

Alderman Steele (6th 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 Perry Avenue, at 7147 (Handicapped Parking Permit 7807)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2618 WEST ROSEMONT AVENUE.

Alderman Stone (50th 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 Rosemont Avenue, at 2618 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5518 SOUTH RUTHERFORD 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 Rutherford Avenue, at 5518 (Handicapped Parking Permit 7445)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5129 WEST SCHUBERT AVENUE.

Alderman Wojcik (35th 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 Schubert Avenue, at 5129 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1722 NORTH SPAULDING AVENUE.

Alderman Ocasio (26th 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 Spaulding Avenue, at 1722 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6337 WEST WARWICK AVENUE.

Alderman Allen (38th 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 Warwick Avenue, at 6337 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6125 SOUTH WASHTENAW AVENUE.

Alderman Jones (15th 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 Washtenaw Avenue, at 6125 (Handicapped Parking Permit 799)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3542 SOUTH WOLCOTT AVENUE.

Alderman Huels (11th 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 Wolcott Avenue, at 3542 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1543 WEST 21ST STREET.

Alderman Medrano (25th 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 21st Street, at 1543 (Handicapped Parking Permit 3506)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1636 WEST 38TH PLACE.

Alderman Huels (11th 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 38th Place, at 1636 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1651 WEST 38TH PLACE.

Alderman Huels (11th 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 38th Place, at 1651 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2433 WEST 46TH STREET.

Alderman Huels (11th 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 46th Street, at 2433 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH PROHIBITED
PARKING AT ALL TIMES ON PORTION OF
SOUTH SACRAMENTO AVENUE.

Alderman Rugai (19th Ward) presented a proposed order to repeal a previously passed ordinance which prohibited the parking of vehicles at all times on the east side of South Sacramento Avenue, from West 112th Street to West 113th 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
MAZOLA (1st Ward)	North Ogden Avenue, at 550 -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;
SUAREZ (31st Ward)	West Homer Street (north side) from North Kilbourn Avenue to the end of the railroad tracks -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday; North Kilbourn Avenue and West Homer Street (east side) at "T" intersection -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
DOHERTY (41st Ward)	North Loleta Avenue, at 6736 -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
NATARUS (42nd Ward)	North Dearborn Street (east side) from West Burton Place to West North Boulevard -- 8:00 A.M. to 4:00 P.M. -- school days;
SHILLER (46th Ward)	West Lawrence Avenue, at 1421, for a distance of twenty-five feet -- 9:00 A.M. to 3:00 P.M. -- Saturday and Sunday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH ASHLAND AVENUE, ADJACENT
TO WEST DIVERSEY PARKWAY.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, page 2504) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Ashland Avenue (both sides) from a point 200 feet north and south of West Diversey Parkway -- 7:00 A.M. to 9:00 A.M. (west side) and 4:00 P.M. to 6:00 P.M. (east side) -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH ASHLAND AVENUE, ADJACENT
TO WEST FULLERTON AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, page 2505) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words:

"North Ashland Avenue (both sides) from a point 200 feet north of West Fullerton Avenue, to a point 200 feet south of West North Avenue -- (west side) 7:00 A.M. to 9:00 A.M. and (east side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH ASHLAND AVENUE, ADJACENT
TO WEST WELLINGTON AVENUE.***

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, page 2504) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Ashland Avenue (both sides) from a point 200 feet north and south of West Wellington Avenue -- (east side) 7:00 A.M. to 9:00 A.M. and (west side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH ASHLAND AVENUE, ADJACENT
TO WEST WRIGHTWOOD AVENUE.***

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, page 2504) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Ashland Avenue (both sides) from a point 200 feet north and south of West Wrightwood Avenue -- (west side) 7:00 A.M. to 9:00 A.M. and (east side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH CICERO AVENUE, ADJACENT
TO WEST ARMITAGE AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue (both sides) from a point 200 feet north to a point 200 feet south of West Armitage Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. (west side) and 4:00 P.M. to 6:00 P.M. (east side) -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH CICERO AVENUE, ADJACENT
TO WEST DIVERSEY AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue (both sides) from a point 200 feet north to a point 200 feet south of West Diversey Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. (west side) and 4:00 P.M. to 6:00 P.M. (east side) -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH CICERO AVENUE, ADJACENT
TO WEST FULLERTON AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of

Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue (both sides) from a point 200 feet north to a point 200 feet south of West Fullerton Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. (west side) and 4:00 P.M. to 6:00 P.M. (east side) -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH CICERO AVENUE, ADJACENT
TO WEST PALMER STREET.***

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue (both sides) from a point 200 feet north to a point 200 feet south of West Palmer Street -- no parking during rush hours -- 4:00 P.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH CICERO AVENUE, ADJACENT
TO WEST WELLINGTON AVENUE.***

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue (west side) from a point 200 feet north to a point south of West Wellington Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH CICERO AVENUE, ADJACENT
TO WEST WRIGHTWOOD AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 27, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Cicero Avenue (both sides) from a point 200 feet south to a point 200 feet north of West Wrightwood Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. (west side) and 4:00 P.M. to 6:00 P.M. (east side)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST DIVISION STREET, ADJACENT
TO NORTH ASHLAND AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 29, 1966 (Council Journal of Proceedings, page 8316) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Division Street (south side) from North Ashland Avenue to a point 160 feet east thereof -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
WEST DIVISION STREET, FROM NORTH
ASHLAND AVENUE TO NORTH
WESTERN AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 19, 1975 (Council Journal of Proceedings, page 2294) which prohibited the parking of vehicles

during specified hours on portions of various public ways by striking the words: "West Division Street (south side) from North Ashland Avenue to North Western Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
WEST DIVISION STREET, FROM NORTH BRANCH
OF CHICAGO RIVER TO NORTH
HALSTED STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 26, 1974 (Council Journal of Proceedings, page 806) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Division Street (south side) from the North Branch of the Chicago River to North Halsted Street -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON WEST DIVISION STREET, FROM NORTH
STATE STREET TO NORTH
WESTERN AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 8, 1963 (Council Journal of Proceedings, page 215) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Division Street (north side) from North State Street to North Western Avenue -- no parking during rush hours -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST FULLERTON AVENUE, ADJACENT
TO NORTH CENTRAL PARK AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Fullerton Avenue (both sides) from a point 200 feet east to a point 200 feet west on North Central Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. (north side) -- Monday to Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST FULLERTON AVENUE, ADJACENT
TO NORTH CICERO AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Fullerton Avenue (south side) from a point 200 feet east to a point 200 feet west of North Cicero Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST FULLERTON AVENUE,
ADJACENT TO NORTH HAMLIN AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles

during specified hours on portions of various public ways by striking the words: "West Fullerton Avenue, from a point 200 feet east to a point 200 feet west of North Hamlin Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. (south side) and 4:00 P.M. to 6:00 P.M. (north side) -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST FULLERTON AVENUE,
ADJACENT TO NORTH KEATING AVENUE.***

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Fullerton Avenue (both sides) from a point 200 feet west of North Cicero Avenue to North Keating Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST FULLERTON AVENUE,
ADJACENT TO NORTH KEELER AVENUE.***

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Fullerton Avenue (south side) from a point 200 feet to a point west of North Keeler Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday to Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST FULLERTON AVENUE,
ADJACENT TO NORTH KOSTNER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Fullerton Avenue (south side) from a point 200 feet east to a point 200 feet west of North Kostner Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday to Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST FULLERTON AVENUE,
ADJACENT TO NORTH PULASKI ROAD.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Fullerton Avenue (both sides) from a point 200 feet east to a point 200 feet west of North Pulaski Road -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- (north side) 4:00 P.M. to 6:00 P.M. -- Monday to Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF SOUTH NARRAGANSETT AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "South Narragansett Avenue (east side) from West Archer Avenue to the first alley north thereof -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday" and

inserting in lieu thereof: "South Narragansett Avenue (east side) from West Archer Avenue to the first alley north thereof -- 5:00 A.M. to 8:30 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST NORTH AVENUE,
ADJACENT TO NORTH
KEELER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West North Avenue (south side) from a point 200 feet east to a point 200 feet west of North Keeler Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST NORTH AVENUE,
ADJACENT TO NORTH
KOSTNER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 28, 1960 (Council Journal of Proceedings, pages 2507 -- 2510) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West North Avenue (south side) from a point 200 feet east to a point 200 feet west of North Kostner Avenue -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH PROHIBITED
PARKING DURING SPECIFIED HOURS ON
PORTION OF SOUTH WOOD STREET.

Alderman Rugai (19th Ward) presented a proposed order to repeal a previously passed ordinance which prohibited the parking of vehicles on the east side of South Wood Street, between West 95th Street and West 96th Street, from 6:00 A.M. to 10:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH PROHIBITED
PARKING DURING SPECIFIED HOURS AT
3900 WEST 62ND PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to repeal a previously passed ordinance which prohibited the parking of vehicles at 3900 West 62nd Place, 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 ordinances to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BEAVERS (7th Ward)	East 71st Street (south side) in the 2500 block, 7201 South South Shore Drive and both sides of East 72nd Street;

Alderman	Location, Distance And Time
<i>DIXON</i> (8th Ward)	East 81st Street, at 2035 -- 2037 -- at all times;
<i>HUELS</i> (11th Ward)	West 48th Street, from South Union Avenue to South Halsted Street -- at all times;
<i>OLIVO</i> (13th Ward)	South Austin Boulevard, in the 6100 block -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>STREETER</i> (17th Ward)	South Harvard Avenue (west side) in the 7500 block -- at all times -- no exceptions;
	South Morgan Street (east side) in the 7400 block -- at all times;
	South Peoria Street, in the 7800 block -- at all times;
<i>LASKI</i> (23rd Ward)	South Kildare Avenue (west side) from West 53rd Street to the first alley west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
	West 53rd Street (north side) from South Kildare Avenue to the first alley east thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
	West 53rd Street (south side) from South Kildare Avenue to the first alley west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	West 53rd Street (north side) in the 4300 block -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
	West 63rd Street (north side) in the 6400 block -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday;
<i>MILLER</i> (24th Ward)	West Fillmore Street (both sides) in the 3800 block -- at all times -- daily;
<i>WOJCIK</i> (35th Ward)	North Kildare Avenue (east side) in the 4300 block -- at all times;
<i>BANKS</i> (36th Ward)	West Belden Avenue (both sides) in the 7100 block -- at all times;
	North Mobile Avenue (both sides) in the 1800 block -- at all times;
	North Nordica Avenue (west side) in the 2200 block -- at all times;
<i>GILES</i> (37th Ward)	West Cortez Street (both sides) in the 4300 block -- at all times -- daily;
<i>BERNARDINI</i> (43rd Ward)	West Dickens Avenue (both sides) in the 600 block -- 6:00 P.M. to 6:00 A.M. -- daily;
	North Mohawk Street (both sides) in the 2000 block -- 6:00 P.M. to 6:00 A.M. -- daily;

Alderman	Location, Distance And Time
<i>HANSEN</i> (44th Ward)	North Fremont Street (both sides) in the 3500 block -- 5:00 P.M. to 4:00 A.M. -- daily; North Kenmore Avenue (both sides) in the 3700 block -- at all times (extension of Zone 387); West Melrose Street (both sides) in the 600 and 700 blocks -- 5:00 P.M. to 4:00 A.M. -- daily (extension of Zone 384);
<i>LEVAR</i> (45th Ward)	West Catalpa Avenue (north side) in the 5500 block, between North Central Avenue and the first alley east thereof -- at all times; North Hiawatha Avenue (both sides) from 6550 to 6881 -- 7:00 A.M. to 11:00 A.M. -- Monday through Friday;
<i>STONE</i> (50th Ward)	North Bell Avenue (both sides) in the 7500 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON
PORTION OF WEST COLUMBIA
AVENUE.

Alderman Moore (49th 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: "West Columbia Avenue (both sides) from North Sheridan Road to the first alley west thereof (Zone 56)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE IN
1600 BLOCK OF NORTH HARDING
AVENUE.

Alderman Suarez (31st 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 Harding Avenue (both sides) in the 1600 block -- no parking -- 5:00 P.M. to 7:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "North Harding Avenue (both sides) in the 1600 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 EAST SIDE
OF 5100 BLOCK OF SOUTH HARDING AVENUE.

Alderman Laski (23rd 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 Harding Avenue (east side) in the 5100 block -- at all times" and inserting in lieu thereof: "South Harding Avenue (east side) in the 5100 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday", 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 MELVINA AVENUE.

Alderman Banks (36th 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 Melvina Avenue (both sides) in the 1600 block -- at all times (Zone 26)", 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 PARKSIDE AVENUE.

Alderman Burrell (29th 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 Parkside Avenue (west side) from 2414 to 2430 -- at all times (Zone 254)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
INDUSTRIAL PERMIT PARKING ZONES AT
SPECIFIED LOCATIONS.

Alderman Haithcock (2nd Ward) presented three proposed orders to consider the establishment of industrial 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:

West South Water Market, at 57, 59 and 61 -- at all times -- tow-away zone;

West South Water Market, from 117 to 127 -- at all times -- tow-away zone;

West 14th Place, from a point 28 feet west of the southwest corner of South Aberdeen Street, to a point 172 feet west thereof -- at all times -- tow-away zone.

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 designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>PRECKWINKLE</i> (4th Ward)	South Chicago Beach Drive (west side) from East 50th Street to East Hyde Park Boulevard;
<i>LASKI</i> (23rd Ward)	South Narragansett Avenue (east side) from West Archer Avenue to the first alley north thereof;
<i>GABINSKI</i> (32nd Ward)	North Throop Street (west side) from West North Avenue to the first alley south thereof.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON PORTION
OF NORTH SACRAMENTO AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to limit the speed of vehicles to 15 miles per hour on North Sacramento Avenue, from West North Shore Avenue to West Pratt Boulevard, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Times
<i>WATSON</i> (27th Ward)	North Sangamon Street, at 123 -- at all times -- daily;

Alderman	Location, Distance And Times
<i>SUAREZ</i> (31st Ward)	West Oakdale Avenue (south side) from North Cicero Avenue to the first alley west thereof -- at all times -- no exceptions;
<i>NATARUS</i> (42nd Ward)	East Chestnut Street, at 126 (at 115 East Delaware Place entrance) -- 7:00 A.M. to 7:00 P.M. -- daily (loading zone/fifteen minute limit); West Chicago Avenue, from North Wells Street to North Franklin Boulevard -- 10:00 P.M. to 6:00 A.M. -- daily (no stopping or standing anytime); North Clark Street, at 508 -- 9:00 A.M. to 11:00 P.M. -- daily (loading zone); North Clark Street, at 710 -- 10:00 A.M. to 2:00 A.M. -- daily (loading zone); North Clark Street, at 1122 -- 8:00 A.M. to 6:00 P.M. -- daily (loading zone/fifteen minute limit); West Division Street, from 109 to 113 -- at all times -- daily (loading zone/fifteen minute limit); West Grand Avenue, at 157 -- at all times -- daily (loading zone); East Ohio Street, at 445 -- at all times -- daily (except for Handicapped Placard AIR 23); South May Street, at 726 -- at all times -- daily (except for Handicapped Placard W-91504); West Ontario Street, from 223 to 225 -- daily (loading zone);

Alderman

Location, Distance And Times

North Rush Street, at 1000 -- 8:00 A.M. to 6:00 P.M. -- daily (loading zone/fifteen minute limit);

North Wabash Avenue, at 5 -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday (loading zone/valet service);

LEVAR (45th Ward)

North Central Avenue (east side) from North Elston Avenue to West Ardmore Avenue -- at all times -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TOW-AWAY ZONE ON PORTION OF NORTH
ELSTON AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "North Elston Avenue (east side) from a point 100 feet south of West Division Street, to a point 175 feet south thereof -- except from 7:00 P.M. to 2:00 A.M." and "North Elston Avenue (west side) from a point 130 feet south of West Division Street, to a point 220 feet south thereof -- tow away zones -- except from 7:00 P.M. to 2:00 A.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
TOW-AWAY ZONE ON PORTION OF NORTH
FREEMONT STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "North Freemont Street, from

West Weed Street to the first alley south thereof", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION
OF TRAFFIC SIGNS AND SIGNALS AT
SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and proposed orders for the installation of traffic signs and signals 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
PRECKWINKLE (4th Ward)	East 54th Street and South Woodlawn Avenue -- "All-Way Stop"; East 55th Street and South Dorchester Avenue -- "All-Way Stop";
BLOOM (5th Ward)	South University Avenue, at East 58th Street -- "Stop"; East 56th Street, at South Kenwood Avenue -- "Stop";
STEELE (6th Ward)	South Michigan Avenue, at East 80th Street -- "Stop"; South Vernon Avenue, at East 82nd Street -- "Stop"; South Wabash Avenue, at East 80th Street -- "Stop"; East 79th Street, at South Calumet Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
<i>BEAVERS</i> (7th Ward)	South Burnham Avenue, at East 85th Street -- "Stop"; South Colfax Avenue, at East 89th Street -- "Stop"; South Exchange Avenue, at East 72nd Street -- "Stop"; South Muskegon Avenue, at East 85th Street -- "Stop";
<i>DIXON</i> (8th Ward)	South Maryland Avenue, at East 86th Street -- "Stop"; East 103rd Street, for north and southbound traffic turning into South Cottage Grove Avenue -- turning arrow;
<i>BUCHANAN</i> (10th Ward)	South Avenue C, at East 110th Street -- "Stop"; East 110th Street and South Avenue J -- "All-Way Stop";
<i>OLIVO</i> (13th Ward)	South Lawndale Avenue (east side) from West 79th Place to West 79th Street -- "No Parking 7:00 A.M. To 4:00 P.M. -- Monday Through Saturday"; South Sawyer Avenue, at West 60th Street -- "Two-Way Stop"; West 63rd Place, at South Leamington Avenue -- "Stop"; South Central Park Avenue, on west side of viaduct at West 64th -- "One-Way Stop";

Alderman	Location And Type Of Sign
<i>BURKE</i> (14th Ward)	South Albany Avenue, at West 41st Street -- "Stop"; South Christiana Avenue, at West 46th Street -- "Three-Way Stop"; West 40th Street, at South Albany Avenue -- "Stop"; West 40th Street, at South Campbell Avenue -- "Stop"; West 45th Street, at South Spaulding Avenue -- "Stop" -- westerly; West 60th Street, at South Troy Street -- "Stop"; West 61st Street, at South Troy Street -- "Stop";
<i>RUGAI</i> (19th Ward)	South Artesian Avenue, at West 109th Street -- "Stop"; South Claremont Avenue, at 10406 -- "Handicapped Parking Only"; South Sacramento Avenue (east side) from West 113th Street to a point 100 feet thereof -- "No Parking Anytime"; South Talman Avenue, at 10142 -- "Handicapped Parking Only"; North Lincoln Avenue, at West Sunnyside Avenue -- "No Turn On Red -- 7:00 A.M. To 7:00 P.M.";

Alderman	Location And Type Of Sign
	South Western Avenue (east side) from West 100th Street to West 101st Street -- "One Hour Parking Only -- 8:00 A.M. To 6:00 P.M. -- Monday Through Saturday";
	South Wood Street (east side) from West 95th Place to West 96th Street -- "No Parking -- 8:00 A.M. To 10:00 A.M. -- Monday Through Friday";
	South Wood Street, from West 95th Street to West 96th Street -- "No Parking -- 6:00 A.M. To 10:00 A.M. -- Monday Through Friday";
	First 50 feet south of West 105th Street on the west side of South Western Avenue -- "One Hour Parking Only";
<i>TROUTMAN (20th Ward)</i>	South Kimbark Avenue, at East 62nd Street -- "Stop";
	East Marquette Road, from South Indiana Avenue to South Michigan Avenue -- "Slow -- School Zone";
	East 68th Street, at South Michigan Avenue -- "Two-Way Stop";
<i>LASKI (23rd Ward)</i>	South Kedvale Avenue, at West 48th Street -- "Stop";
	South Lorel Avenue, at West 52nd Street -- "Stop";
	West 49th Street, at South Keeler Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>MILLER</i> (24th Ward)	West Fillmore Street, at 3829 -- "Alcoholic Beverages Prohibited"; Alley between West Fillmore Street and West Grenshaw Street, in the 3800 block -- "No Garbage Picking"; Alley between West Fillmore Street and West Taylor Street, in the 3800 block -- "No Garbage Picking"; West Polk Street, at 3715 -- "No Parking -- 8:00 A.M. To 4:00 P.M. -- Monday Through Friday";
<i>E. SMITH</i> (28th Ward)	North Kilbourn Avenue and West Maple Street -- "Three-Way Stop"; West Maple Street and North Kilbourn Avenue -- "Three-Way Stop";
<i>BIALCZAK</i> (30th Ward)	West Belmont Avenue and North Kilbourn Avenue -- "All-Way Stop"; West Belmont Avenue (both sides) from North Lamon Avenue to North Lockwood Avenue -- "Peddling Prohibited"; North Central Avenue (both sides) from West Wrightwood Avenue to West Drummond Place -- "Peddling Prohibited"; West Fullerton Avenue (west side) on North Lamon Avenue, between West Fullerton Avenue and West Wrightwood Avenue -- "Peddling Prohibited";

Alderman	Location And Type Of Sign
	North Leclaire Avenue, at West Deming Place -- "Two-Way Stop";
<i>SUAREZ</i> (31st Ward)	North Lawler Avenue and West Palmer Street -- "All-Way Stop";
<i>GABINSKI</i> (32nd Ward)	West Churchill Street and North Hoyne Avenue -- "All-Way Stop"; West Churchill Street, North Wilmot Avenue and North Leavitt Street -- "All-Way Stop";
<i>AUSTIN</i> (34th Ward)	South Normal Avenue, at West 109th Street -- "Stop"; West 109th Street, at South Lowe Avenue -- "Stop";
<i>BANKS</i> (36th Ward)	West School Street, at North Rutherford Avenue -- "Stop";
<i>ALLEN</i> (38th Ward)	West Newport Avenue and North Lockwood Avenue -- "Three-Way Stop"; West Newport Avenue and North Lockwood Avenue -- "Three-Way Stop"; West Patterson Avenue and North Mobile Avenue -- "Three-Way Stop";
<i>LAURINO</i> (39th Ward)	North Christiana Avenue, at West Hollywood Avenue -- "Stop"; North Spaulding Avenue, at West Hollywood Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>DOHERTY</i> for <i>O'CONNOR</i> (40th Ward)	North Greenview Avenue and West Thome Avenue -- "Four-Way Stop"; West Rosemont Avenue, at North Wayne Avenue -- "Stop"; North Washtenaw Avenue, at West Gregory Street -- "Stop";
<i>NATARUS</i> (42nd Ward)	West Chicago Avenue, between North Franklin Street and North Wells Street -- "No Cruising Zone";
<i>SCHULTER</i> (47th Ward)	West Giddings Street and North Leavitt Street -- "All-Way Stop";
<i>STONE</i> (50th Ward)	West Greenleaf Avenue and North Oakley Avenue -- "Three-Way Stop"; West Fitch Avenue and North Francisco Avenue -- "Three-Way Stop"; West Birchwood Avenue and North Washtenaw Avenue -- "Four-Way Stop".

Referred -- CONSIDERATION FOR INSTALLATION OF TRAFFIC
SIGNALS AT WEST 34TH AND SOUTH
HALSTED STREETS.

Alderman Huels (11th Ward) presented a proposed order to consider the installation of traffic signals at the intersection of West 34th Street and South

Halsted Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "NO PARKING" SIGNS ON PORTION
OF NORTH ASHLAND AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "North Ashland Avenue (east side) from West Addison Street to West Grace Street -- "No Parking -- 7:00 A.M. To 9:00 A.M. -- Tuesday And Thursday -- Street Cleaning", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF HANDICAPPED PERMIT PARKING
SIGNS AT 647 WEST SHERIDAN ROAD.

Alderman Shiller (46th Ward) presented a proposed ordinance for the removal of handicapped permit parking signs located at 647 West Sheridan Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT
FOR VEHICLES ON PORTION OF NORTH
BOWMANVILLE AVENUE.

Alderman Doherty for Alderman O'Connor (40th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on North Bowmanville Avenue, from North Hoyne Avenue to West Berwyn Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented twenty-one 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 SHAW (9th Ward):

To classify as a B5-1 General Service District instead of a B4-1 Restricted Service District the area shown on Map No. 24-E bounded by:

the alley next north of and parallel to East 103rd Street; South Forest Avenue; East 103rd Street; and a line 158.48 feet west of South Forest Avenue.

To classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 24-E bounded by:

the alley next north of and parallel to East 103rd Street; a line 665 feet east of South State Street; East 103rd Street; and a line 368 feet east of South State Street.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 26-D bounded by:

a line 319.99 feet south of East 104th Street; South Maryland Avenue; a line 342.27 feet south of East 104th Street; and the alley next west of and parallel to South Maryland Avenue.

BY ALDERMAN BUCHANAN (10th Ward):

To classify as a B3-3 General Retail District instead of a C1-2 Restricted Commercial District and a B3-2 General Retail District the area shown on Map No. 22-B bounded by:

the public alley next south of and parallel to East 91st Street; the public alley next east of and parallel to South Exchange Avenue; the public alley next north of and parallel to East 92nd Street; a line 95 feet west of

and parallel to South Commercial Avenue; East 92nd Street; and South Exchange 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 77.16 feet north of and parallel to West 54th Street; a line 226 feet west of and parallel to South Lockwood Avenue; West 54th Street; and a line 251 feet west of and parallel to 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 254 feet north of and parallel to West 52nd Street; South Neenah Avenue; a line 189 feet north of and parallel to West 52nd Street; and the alley next west of South Neenah Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General 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 an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-M bounded by:

a line 121.96 feet south of and parallel to West 58th Street; South Meade Avenue; a line 181.96 feet south of and parallel to West 58th Street; and the alley next west of South Meade Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-M bounded by:

a line 30 feet north of West 61st Street; the alley next east of and parallel to South McVicker Avenue; West 61st Street; and South McVicker Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-M bounded by:

a line 63 feet south of West 61st Street; the alley next east of and parallel to South Meade Avenue; a line 123 feet south of West 61st Street; and South Meade Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-N bounded by:

a line 224 feet south of West Archer Avenue; South Nagle Avenue; a line 300 feet south of West Archer Avenue; and the alley next west of and parallel to South Nagle Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-N bounded by:

the alley next south of and parallel to West 55th Street; South Oak Park Avenue; a line 34 feet south of the alley next south of and parallel to West 55th Street; and the alley next west of and parallel to South Oak Park 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 365 feet north of West 56th Street; the alley next east of and parallel to South Natoma Avenue; a line 290 feet north of West 56th Street; and South Natoma Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-N bounded by:

a line 59.05 feet south of and parallel to West 56th Street; the alley next east of and parallel to South Sayre Avenue; a line 118.10 feet south of West 56th Street; and South Sayre Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-N bounded by:

a line 60 feet south of West 56th Street; South Natoma Avenue; a line 118 feet south of West 56th Street; and a line 134 feet west of and parallel to South Natoma Avenue.

BY ALDERMAN BIALCZAK (30th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-K bounded by:

a line 40.90 feet south of and parallel to West School Street; the public alley next east of and parallel to North Kostner Avenue; a line 90.90 feet south of and parallel to West School Street; and North Kostner Avenue.

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-K bounded by:

a line 155 feet north of and parallel to West Cornelia Avenue; the public alley next east of and parallel to North Cicero Avenue; a line 115 feet north of and parallel to West Cornelia Avenue; and North Cicero Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 5-K bounded by:

West Fullerton Avenue; North Kedvale Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Kilbourn Avenue.

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 5-K bounded by:

West Fullerton Avenue; North Keystone Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Karlov Avenue.

BY ALDERMAN BANKS (36th Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 9-O bounded by:

the alley next north of and parallel to West Addison Street; North Oketo Avenue; and a line 69 feet west of North Oketo Avenue.

BY ALDERMAN SCHULTER (47th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-H bounded by:

the alley next north of and parallel to West Byron Street; a line 108.96 feet west of North Paulina Street; West Byron Street; and a line 138.96 feet west of North Paulina Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred thirty-three 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)	Nobel Street Lofts; 801 South Plymouth Court Condominium Association;
<i>HAITHCOCK</i> (2nd Ward)	Moser Building Condominium; 1143 South Plymouth Court Condominium Association; 3100 Dr. Martin Luther King Condominium Association;
<i>PRECKWINKLE</i> (4th Ward)	Dorchester Court Condominium Association (4); Drexel Square, Drexel Avenue Condominium Association; Eaton Place Condominium Association; Fairfield Condominium Association; First Hyde Park Condominium; Forty-Eighth and Dorchester Condominium; Four Corners I Condominium;

Alderman

Claimant

Four Corners IV Condominium
Association;

Ms. Ellen J. Gary;

Greenwood Park Condominium
Association;

Hyde Park Courtway Condominium
Association;

Hyde Park-Woodlawn Condominium
Association;

Kimbark Crossing Condominium
Association;

Park Thirteen Condominium;

Powhatan Building Corporation;

Stratford Condominium Association;

Turner House Condominium
Association;

4900 Drexel Cooperative Apartment
Corporation;

5001 -- 5007 South Dorchester
Condominium Association;

5125 -- 5131 South Greenwood
Condominium Association;

5220 -- 5222 South Dorchester
Condominium Association;

5318 -- 5320 South Kimbark
Condominium Association;

5455 -- 5463 South Ingleside
Condominium Association;

5465 -- 5473 South Ingleside Court
Condominium Association;

Alderman

Claimant

BLOOM (5th Ward)Blackstone Condominium
Association;Campos Commons Condominium
Association;

Chelsea Condominium Association;

Cloisters East, 5760 South
Blackstone Condominium
Association;

Cranston Condominium Association;

Greenwood West Cooperative
Apartments, Incorporation;

Hampton House Condominium;

Jackson Shore Cooperative;

Jackson Towers Condominium;

Oglesby Condominium Association;

Paxton Arms Condominium
Associated;The Paxton Condominium,
Incorporated;Paxton Place Condominium
Association;

Poinsetta East, Incorporated;

Shore Club Condominium
Association;5458 -- 5460 Hyde Park
Condominium Association;5474 -- 5476 South Everett Avenue
Condominium Association;

Alderman

Claimant

5555 South Blackstone
Condominium Association;

5647 -- 5649 Blackstone Apartment,
Incorporated;

5738 -- 5740 South Kenwood
Condominium Association;

5800 South Blackstone Avenue
Cooperative Association;

STEELE (6th Ward)

Chatham Park South Cooperative;

Ms. Chappia Foote;

Lafayette Plaza Housing
Cooperative;

8200 Langley Cooperative
Apartments;

8343 -- 8345 South King Drive
Condominium Association;

BEAVERS (7th Ward)

The 7355 South Shore Drive
Condominium Association (3);

DIXON (8th Ward)

Chatham Towers Condominium;

Tara Grove Condominium
Association;

801 -- 803 East 87th Place
Condominium Association;

FARY (12th Ward)

Mr. and Mrs. Mark Pripusich;

OLIVO (13th Ward)

Doyle's Condominium Association;

Kenton Building Corporation;

Alderman

Claimant

	Midway Condominium Association (2);
<i>BURKE</i> (14th Ward)	Mr. Thomas E. Strzelczyk; Mr. Donald Tesmer;
<i>MURPHY</i> (18th Ward)	4046 West 87th Street Condominium Association; 7800 South Winchester Condominium Association;
<i>RUGAI</i> (19th Ward)	Gallery Condominium;
<i>LASKI</i> (23rd Ward)	Ms. Lavergne C. Sweeney; Wimbledon Courts No. 1 Association; Wimbledon Courts II Condominium Association; 6650 West 64th Place Corporation; 6700 West 64th Place Corporation;
<i>WATSON</i> (27th Ward)	Hermitage Manor Cooperative; River West 2 Condominium Association;
<i>BURRELL</i> (29th Ward)	Mason Manor Condominium;
<i>BIALCZAK</i> (30th Ward)	Keystone Gardens Condominium; Ms. Mary O'Connor; Roydon Manor Condominium;

Alderman	Claimant
<i>GABINSKI</i> (32nd Ward)	Altgeld Court Condominium; Greenview Passage Condominium Association; Park Lane Townhome Condominium Association; Wheelworks Condominium Association; Wrightwood Court Townhomes Association;
<i>MELL</i> (33rd Ward)	MO-AD Corporation;
<i>BANKS</i> (36th Ward)	Belmont Terrace Condominium Association; Addison Manor Condominium Association; Galewood South Condominium Association; Lawrence Place Condominium Association; Oakfield West Condominium; 2155 North Harlem Avenue Building Association;
<i>ALLEN</i> (38th Ward)	Heather Terrace Condominium Association; Montrose Manor Condominium Association; Ridgemoor Estates Condominium Association VI; Roscoe Woods Condominium;

Alderman	Claimant
	3821 North Narragansett Condominium Association;
<i>O'CONNOR</i> (40th Ward)	Foster Condominium Association; Granville Court Condominium Association East; Tippary Square Condominium Association, Incorporated; Winchester -- Hood Extension "B" Co-op; 1917 Granville Court West Condominium Association; 6221 North Magnolia Condominium Association;
<i>DOHERTY</i> (41st Ward)	Birch Tree Manor No. 6 Condominium Association; Edison Parker No. 2 Condominium Association; Fountain Place Condominium Association; Higgins Place Condominium Association; Niagara North Condominium Association; Northwest Garden Apartments; Northwest Point Condominium South; Northwest Edison Place Condominium Association;

Alderman

Claimant

Norwood Point Condominium
Association;

Raven Place Condominium
Association;

Williamsburg Condominium;

5950 North Odell Condominium
Association;

5989 -- 5991 North Northwest
Highway Condominium
Association;

6490 Regency Condominium
Association;

6820 West Raven Condominium
Association;

6853 -- 6855 North Olmstead
Condominium Association;

8500 West Catherine Condominium
Association;

8734 West Summerdale
Condominium Association;

NATARUS (42nd Ward)

Drake Tower Apartments,
Incorporated;

Eliot House Condominium
Association;

Fulton House Condominium
Association;

Loftworks on Wells Condominium;

LaSalle Terrace Condominium
Association;

4/15/95

NEW BUSINESS PRESENTED BY ALDERMEN

68221

Alderman

Claimant

Savoy Condominium Association;

20 East Cedar Condominium
Association;

30 East Division Condominium
Association;

50 East Bellevue Condominium
Association;

76 -- 82 Elm Condominium
Association;

210 East Pearson Condominium
Association;

220 East Walton Condominium
Association;

223 East Delaware Corporation;

247 East Chestnut Condominium
Association;

850 Dewitt Condominium
Association;

990 North Lake Shore Drive
Condominium Association;

1366 Dearborn Parkway
Condominium;

BERNARDINI (43rd Ward)

Brighton of Lincoln Park;

City Commons Condominium
Association;

Dickens/Hudson Condominium
Association;

Drummond Square Condominium
Association;

Alderman

Claimant

Jonquil Lane Townhome
Association;

Ogden Park Place Owner's
Association;

Orchard Condominium Association;

Orchard Gardens Condominium
Association;

Park View Tower Condominium
Association;

The Portals at Grant Place
Condominium Association;

Seminary Gardens Condominium
Association;

Wrightwood Place Condominiums;

416 West Grant Place Elysian
Condominium;

555 West Arlington Condominium
Association;

607 West Wrightwood Association;

844 Fullerton Landmark
Condominium Association;

1041 -- 1047 West Belden
Condominium Association;

1550 Condominium Association;

2015 -- 2019 North Sheffield Avenue
Landmark Condominium
Association;

2650 Lakeview Condominium
Association;

Alderman

Claimant

HANSEN (44th Ward)Byron Greystone Condominium
Association;Clifton Row Condominium
Association;Sheridan Briar North
Condominium;

Surf-Cambridge Condominium;

Yellow Face Condominium
Association;415 Aldine Condominium
Association;420 Aldine Condominium
Association;555 Cornelia Condominium
Association;733 -- 735 West Oakdale
Condominium Association;737 -- 741 Aldine Condominium
Association;

2830 Burling Association;

2900 North Burling Condominium
Association;2912 North Commonwealth
Condominium Association;*LEVAR* (45th Ward)Edmunds Street Condominium
Association;Jeffersonian Condominium
Association;Jefferson Place Condominium
Association;

Alderman

Claimant

Jefferson Square Condominium
Association, Incorporated (2);

Kings Corner Condominium
Association;

Milwaukee Court Condominium;

Mr. John A. McParland;

Mr. Joseph Prince;

Mr. Edward Schoewe;

Windsor Court Condominium No. 1;

4236 North Kedvale Condominium
Association;

5235 West Leland Condominium
Association;

5543 West Higgins Condominium
Association;

SHILLER (46th Ward)

Addison Building Corporation;

Augusta Condominium Association;

Buena Vista Condominium;

Pattington Condominium
Association;

Pine Grove Apartment Building
Corporation;

Pine Grove Place, Incorporated;

Victoria Terrace Condominium
Association;

701 -- 709 Buena Condominium
Association;

Alderman

Claimant

744 West Gordon Terrace
Association;

914 Waveland Condominium
Association;

3520 Lake Shore Drive
Condominium;

3825 North Pine Grove
Condominium Association;

SCHULTER (47th Ward)

Ainslie Terrace Condominium
Association;

Bradley Terrace Condominium
Association;

Cornerstone Condominium
Association (2);

Ravenswood Station Lofts
Condominium Association;

River's Edge Condominium
Association, Incorporated;

M. SMITH (48th Ward)

Carmen Walk Condominium
Association;

Edgewater Beach Apartments;

Estates on Gunnison Condominium
Association;

Glenlake Court Condominium
Association;

Hollywood Towers;

Park Tower Condominium
Association;

Alderman	Claimant
	Sheridan-Winona Condominium Association;
	Thorndale Condominium Association;
	Villa Bonita Condominium Association;
	West Edgewater Condominium Association;
	939 -- 943 West Ainslie Condominium Association;
	6121 North Sheridan Road Condominium;
<i>MOORE</i> (49th Ward)	Greenleaf Condominium Association;
	High Ridge East Condominium Association;
	Lunt-Lake Apartments Trust;
	Point Loma Condominium Association;
	Ridge Park Condominium Association;
	Valencia Condominium Association;
	1637 -- 1639 West Chase Condominium Association;
<i>STONE</i> (50th Ward)	Bellmore Apartments South, Incorporated;
	Bell West Condominium Association;

Alderman

Claimant

Mr. Robert Corbel;

Fairfield Court Condominium;

Ridgewood Estates Condominium
Association;6040 North Troy 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):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.*

Sixteen proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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:

Mars and Mars, Inc., doing business as Alock's "We Rock" -- adjacent to 411 South Wells Street;

Angelo's Lunch Box, Incorporated, doing business as Angelo's Lunch Box --adjacent to 601 West Adams Street;

Big Dog, Inc., doing business as The Cactus Lounge -- adjacent to 404 South Wells Street;

Deli on Dearborn, doing business as Deli on Dearborn Restaurant -- adjacent to 723 South Dearborn Street;

Gourmand, Incorporated, doing business as Gourmand Coffee -- adjacent to 728 South Dearborn Street;

George Karahalio's -- adjacent to 1459 West Taylor Street;

Yeon Soo Jong -- adjacent to 336 South Dearborn Street;

Hilton Hotels Corp., doing business as Kitty O'Sheas -- adjacent to 720 South Michigan Avenue;

Falcoma Corporation, doing business as Mama Falco Pizza and Italian Cuisine -- adjacent to 5 North Wells Street;

Mama Mia! Pasta Michigan Avenue Partnership, doing business as Mama Mia! -- adjacent to 116 South Michigan Avenue;

Slinger-Wells, doing business as Popeye's -- adjacent to 107 North Wells Street;

Kwon and Che Corporation, doing business as Silk Road-Downtown -- adjacent to 218 South State Street;

Standing Room Only Chicago, Inc., doing business as Standing Room Only Chicago Grill -- adjacent to 610 South Dearborn Street;

Fassk, Inc., doing business as Trattoria Caterina -- adjacent to 616 South Dearborn Street;

Pizzolato's Restaurant No. 1, Inc., doing business as U Dawg U -- adjacent to 111 North Wells Street; and

332 Deli -- adjacent to 332 South Michigan Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF ALL
DEPARTMENTAL FEES FOR PARTICIPANTS
IN GALLERY 37.

Also, a proposed order authorizing the City Comptroller to waive all departmental fees and sureties for participants in Gallery 37, to be held on the premises bounded by North State Street, West Randolph Street, North Dearborn Street and West Washington Street, for the period extending July 5 through October 6, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE PERMIT FEES FOR
PARTICIPANTS IN GALLERY 37.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License Permit fees for participants in Gallery 37, to be held on the premises bounded by North State Street, West Randolph Street, North Dearborn Street and West Washington Street, for the period extending July 5 through August 26, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 110 NORTH WACKER DRIVE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Morton International, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 110 North Wacker Drive, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MAZOLA (1st Ward) And
ALDERMAN HAITHCOCK (2nd Ward):

CONSIDERATION FOR ESTABLISHMENT OF 15-MINUTE
PARKING METERS ALONG BOTH SIDES OF WEST
TAYLOR STREET, BETWEEN SOUTH RACINE
AVENUE AND SOUTH ASHLAND AVENUE.

A proposed order reading as follows:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to give consideration to the establishment of "15-Minute Meters" along West Taylor Street, between South Racine Avenue and South Ashland Avenue (both sides); meters shall be Zone 5 exempt; \$0.25 for a period of 15 minutes -- 2 hour maximum; and

Be It Further Ordered, That this order shall be in full force and effect upon its passage.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY ILLINOIS
COLLEGE OF OPTOMETRY.

A proposed ordinance which would allow the Illinois College of Optometry to pay a reduced license fee of Ten and no/100 Dollars (\$10.00) for each of the special police employed at 3241 South Michigan Avenue, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

Referred -- APPROVAL OF PLAT OF MANOR HOMES OF
DEARBORN PARK AT NORTHWEST CORNER
OF SOUTH PLYMOUTH COURT AND
WEST 14TH STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Manor Homes of Dearborn Park, located at the northwest corner of South Plymouth Court and West 14th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
PETERSON LOFTS L.L.C. TO CONSTRUCT, MAINTAIN AND
USE UNDERGROUND VAULTED SPACE FOR
HOUSING ELECTRICAL EQUIPMENT.

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 9, 1995 (Council Journal of Proceedings, pages 66316 -- 66320) by adding thereto in Section 1, the words: "In addition to the electrical equipment contained inside the vault, permission and authority is hereby given and granted to install a grease interceptor superbasin measuring ten (10) feet in length and five (5) feet in width", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- APPROVAL OF PLAT OF CORNELL SQUARE SUBDIVISION
LOCATED NORTH OF EAST HYDE PARK BOULEVARD,
BETWEEN ILLINOIS CENTRAL GULF RAILROAD
AND SOUTH CORNELL AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Cornell Square Subdivision, located 679 feet north of the north line of East Hyde Park Boulevard, between the Illinois Central Gulf Railroad and South Cornell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- EXEMPTION OF MUSEUM OF SCIENCE AND INDUSTRY
FROM VARIOUS CITY FEES FOR YEAR 1996 UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption to the Museum of Science and Industry, under its not-for-profit status, from various 1996 City fees, which was *Referred to the Committee on Finance.*

Referred -- REMOVAL OF PAY TELEPHONE AT
2211 EAST 71ST STREET.

Also, a proposed ordinance requiring Federal Telephone Company to remove a pay telephone from the public way located at 2211 East 71st Street, pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SACS AT VARIOUS LOCATIONS.

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct cul-de-sacs at the following locations:

- on East 68th Street, west of South Jeffery Avenue;
- on East 70th Street, west of South Jeffery Avenue;
- on South Euclid Avenue, north of East 71st Street;
- on South Bennett Avenue, north of East 71st Street;
- on South Constance Avenue, north of East 71st Street;
- on South Cregier Avenue, north of East 71st Street;
- on South Cornell Avenue, north of East 71st Street; and
- on East 70th Street, east of South East End Avenue, east of the east alley line,

which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT APPLICATION FEES FOR PARTICIPANTS
IN THE COMMUNITY ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant Application fees for participants in The Community Art Fair, to be held for the period of June 3 and 4, 1995, from 11:00 A.M. to dusk, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- WAIVER OF ALL LIENS ON PROPERTY AT
7429 -- 7451 SOUTH KINGSTON AVENUE FOR
USE BY TABOR LUTHERAN CHURCH.

A proposed ordinance authorizing the waiver of all liens of whatever nature the city has, or may claim to have, on property located at 7429 -- 7451 South Kingston Avenue for use by Tabor Lutheran Church and directing the Corporation Counsel to prepare and deliver any documents necessary for implementation of said waiver, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH ELLIS AVENUE AS
"ESTHER WHEELER STREET".

A proposed order directing the Commissioner of Transportation to honorarily designate that part of South Ellis Avenue, from East 130th Street to East 131st Street, as "Esther Wheeler Street", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH WALLACE STREET
AS "MYIA WHITE STREET".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that part of South Wallace Street, from East 102nd Street to East 103rd Street, as "Myia White Street", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SHAW (9th Ward) And OTHERS:

Referred -- LOCAL SCHOOL COUNCIL OF CHICAGO HIGH SCHOOL
FOR AGRICULTURAL SCIENCES URGED TO
RECONSIDER DECISION TO RELEASE
DR. BARBARA VALEROUS AS
PRINCIPAL.

A proposed resolution presented by Aldermen Shaw, Haithcock, Tillman, Preckwinkle, Steele, Jones, Troutman, Evans, Miller, Medrano and E. Smith, urging the Local School Council of the Chicago High School for Agricultural Sciences to reconsider their decision to release Dr. Barbara Valerous as principal of said school, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
2500 EAST 130TH STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Acme-Wiley Corporation/Sign and Systems to install a sign/signboard at 2500 East 130th Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT PERMIT FEES FOR
PARTICIPANTS IN SAINT COLUMBA'S
CHURCH SUMMER FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant Permit fees for participants in Saint

Columba's Church Summer Festival, to be held on East 134th Street, between South Avenue O and South Green Bay Avenue, and on South Green Bay Avenue, between East 134th Street and the first alleys north and south thereof, for the period extending May 31 through June 4, 1995, which was *Referred to the Committee on Finance.*

Referred -- **AUTHORIZATION FOR WAIVER OF STREET CLOSING
FEES IN CONNECTION WITH SAINT COLUMBA'S
CHURCH SUMMER FESTIVAL.**

Also, a proposed order requiring the Department of Transportation to waive the Street Closing fees in connection with Saint Columba's Church Summer Festival, to be conducted on East 134th Street, between South Avenue O and South Green Bay Avenue, and on South Green Bay Avenue, between East 134th Street and the first alleys north and south thereof, for the period extending May 31 through June 4, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HUELS (11th Ward):

**TIME EXTENSION GRANTED FOR VACATION OF PORTIONS
OF PUBLIC STREETS AND PUBLIC ALLEYS IN AREA
BOUNDED BY SOUTH CALUMET AVENUE, EAST
CERMAK ROAD, EAST 23RD STREET AND
ILLINOIS CENTRAL GULF RAILROAD
RIGHT-OF-WAY.**

A proposed ordinance reading as follows:

WHEREAS, An ordinance was passed by the City Council October 5, 1994 appearing on pages 57916 -- 57921 of the Journal of the Proceedings of said date, providing for "Vacation of Portions of Public Streets and Public Alleys in Area Bounded by South Calumet Avenue, East Cermak Road, East 23rd Street and Illinois Central Gulf Railroad Right-of-Way"; and

WHEREAS, The 180 day time period for recording as provided in the ordinance, has expired; and

WHEREAS, The City Council desires to extend such period; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets and 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. All that part of South Dr. Martin Luther King, Jr. Drive (formerly known as South Park Way and South Silverton Drive) (running in a northwesterly and southeasterly direction) and East 23rd Street as opened and widened by Order of Possession by the County Court February 2, 1927, General No. 47729, and all that part of the north/south 18 foot public alley lying between the northeasterly and southwesterly lines of South Dr. Martin Luther King, Jr. Drive (formerly known as South Park Way and South Silverton Drive) as opened by Order of Possession by the County Court February 2, 1927, General No. 47729 aforesaid; said north/south 18 foot public alley falling within Blocks 13 and 14 in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of South Park Way (running in a north/south direction) as dedicated for public street, being the east 33 feet of the Canal Trustee's Subdivision aforesaid,

Also

all that part of South Park Way (running in a north/south direction) as dedicated for public street, being the west 33 feet of Walker Brother's Addition to Chicago, in the northeast quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian,

Also

all that part of East Cermak Road (formerly East 22nd Street) lying east of a line 15.0 feet east of and parallel with the west line of Block 1 extended north of Canal Trustee's Subdivision aforesaid,

Also

all that part of East 23rd Street lying south of the south line and said south line extended east of Lots 10 and 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, and which lies north of the north line of Block 26 in Canal Trustee's Subdivision aforesaid;

Also

all that part of East 23rd Street as opened by deed to the South Park Commissioners recorded October 3, 1923 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 8128323;

Also

all that part of the northwesterly/southeasterly 10 foot public alley lying east of and adjoining Block 1 in Walker Brother's Addition to Chicago aforesaid, bounded and described as follows:

beginning at a point in the south line of East 23rd Street (said south line also being the north line of Block 26 in Canal Trustee's Subdivision aforesaid) said point being 21.80 feet east of the northwest corner of Block 26 aforesaid; thence south 89 degrees, 52 minutes, 16 seconds east along said south line and said south line extended east a distance of 420.46 feet, more or less, to the northwest corner of Lot 1 in Block 2 in Walker Brother's Addition to Chicago aforesaid, said northwest corner also being the northwest corner of that part of East 23rd Street opened by deed to the South Park Commissioners aforesaid; thence south 00 degrees, 07 minutes, 07 seconds west, 53.0 feet along the west line of Lots 1 and 2 in Block 2 in Walker Brother's Addition to Chicago aforesaid, said west line also being the west line of East 23rd Street opened by deed to South Park Commissioners, aforesaid; thence north 66 degrees, 52 minutes, 36 seconds east, 134.24 feet, more or less, along the southerly line of East 23rd Street opened by deed to South Park Commissioner's aforesaid, to a point on the north line of said Lot 1 extended east in Block 2 in Walker's Addition to Chicago aforesaid, said point being 123.35 feet east of the northwest corner of Lot 1 in Block 2 in Walker Brother's Addition to Chicago aforesaid, said point also being on the south line of East 23rd Street as opened and widened by Order of Possession by the County Court aforesaid; thence south 89 degrees, 52 minutes, 16 seconds east 60.13 feet, more or less, along the south line of East 23rd Street as opened and widened by Order of Possession by the County Court, aforesaid, to a point on the westerly line of the Illinois Central Railroad right-of-way (now known as the Illinois Central Gulf

Railroad); thence north 16 degrees, 30 minutes, 27 seconds west, 193.09 feet, more or less, along the westerly right-of-way line of said railroad to its intersection with a line 119.0 feet north of and parallel with the north line of East 23rd Street as dedicated in Block 1 in Walker Brother's Addition to Chicago aforesaid, said parallel line also being the north line of East 23rd Street as opened and widened by Order of the County Court aforesaid; thence north 89 degrees, 52 minutes, 16 seconds west, along said parallel line 128.23 feet to a point on the west line of Lot 9 in Block 1 in Walker Brother's Addition to Chicago aforesaid, said point also being the southeast corner of that part of vacated South Park Way (running in a north/south direction) vacated by ordinance approved by the City Council of the City of Chicago and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, January 23, 1957 as Document No. 16808888; thence north 68 degrees, 22 minutes, 16 seconds west, 70.94 feet, more or less, along the southerly line of said vacated South Park Way (running in a north/south direction) to the southwest corner of that part of vacated South Park Way (running in a north/south direction) aforesaid, said southwest corner also being on the east line of Lot 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, which is 145.0 feet north of the southeast corner of said Lot 11; thence north 89 degrees, 52 minutes, 53 seconds west, 12.0 feet; thence north 42 degrees, 50 minutes, 19 seconds west, 70.12 feet, more or less, to its intersection with a line drawn from a point in the east line of said Lot 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, 110.0 feet north of the southeast corner of said Lot 11 and through a point in the north line of Block 1 in Canal Trustee's Subdivision aforesaid, 38.0 feet east of the northwest corner of said Block 1; thence north 34 degrees, 35 minutes, 15 seconds west, along the last described line 241.34 feet, more or less, to its intersection with the east line of Lot 1 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid; thence north 00 degrees, 06 minutes, 38 seconds east, along said east line of Lot 1, 4.41 feet, more or less, to the northeast corner of said Lot 1; thence north 89 degrees, 52 minutes, 29 seconds west, along the north line of said Lot 1, 3.05 feet, more or less, to its intersection with said line drawn from a point in the east line of Lot 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, 110.0 feet north of the southeast corner of said Lot 11, and through a point in the north line of Block 1 in Canal Trustee's Subdivision aforesaid, 38.0 feet east of the northwest corner of said Block 1; thence north 34 degrees, 35 minutes, 15 seconds west, along the last described line 242.73 feet to a point on the north line of Block 1 in Canal Trustee's Subdivision aforesaid, said point being 38.0 feet east of the northwest corner of said Block 1, said point also being on the westerly line of vacated East Cermak Road (formerly known as East 22nd Street) said East Cermak Road vacated by ordinance approved by the City Council of the City of Chicago and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, January 23, 1957 as Document No. 16808888; thence north 30 degrees, 01 minute, 21

seconds west, 45.85 feet, more or less, along the westerly line of said vacated East Cermak Road to a point, said westerly line if extended northerly would intersect with the southwest corner of Lot 9 in subdivision of Block 23 in Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian; said point also being on a line 15.0 feet east of and parallel with the northerly extension of the west line of Block 1 in Canal Trustee's Subdivision aforesaid; thence south 00 degrees, 06 minutes, 08 seconds west, along said parallel line 175.73 feet to a point; thence south 02 degrees, 02 minutes, 37 seconds east, 43.98 feet, more or less, to its intersection with a line drawn through a point in the west line of Block 1 in Canal Trustee's Subdivision aforesaid; 155.96 feet, south of the northwest corner of said Block 1 and through a point in the south line of Lot 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, 69.84 feet, west of the southeast corner of said Lot 11; thence south 34 degrees, 35 minutes, 02 seconds east, along said line drawn through a point in the west line of Block 1 in Canal Trustee's Subdivision aforesaid, 155.96 feet south of the northwest corner of said Block 1 and through a point in the south line of Lot 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, 69.84 feet west of the southeast corner of said Lot 11, for a distance of 400.09 feet, more or less, to its intersection with a line drawn at right angles to the south line of Lot 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, through a point which is 132.0 feet west of the southeast corner of said Lot 11; thence south 00 degrees, 07 minutes, 49 seconds west, along said right angle line 89.72 feet, more or less, to the south line of said Lot 11, said south line also being the north line of East 23rd Street; thence north 89 degrees, 52 minutes, 16 seconds west, along the south line of Lots 10 and 11 in Assessor's Division of Blocks 13 and 14 in Canal Trustee's Subdivision aforesaid, said south line also being the north line of East 23rd Street, a distance of 222.52 feet, more or less, to a point on said south line of Lot 10, 21.80 feet, east of the southwest corner of said Lot 10; thence south 00 degrees, 06 minutes, 08 seconds west, 66.0 feet, to the place of beginning (excepting from the above described tract of land that part of East Cermak Road lying north of the south line of East Cermak Road aforesaid, said south line also being the north line of Block 1 in Canal Trustee's Subdivision aforesaid) in Cook County, Illinois; said part of public streets and part of public alleys herein vacated being further described as being located in the area bounded by South Calumet Avenue, East Cermak Road, the south and southerly line of East 23rd Street and the westerly right-of-way line of the Illinois Central Gulf Railroad (formerly the Illinois Central Railroad) as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace, and renew 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 part of public streets and part of public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition what within one hundred eighty (180) days after the passage of this ordinance, the Metropolitan Pier and Exposition Authority 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. Such approval shall be granted only upon the receipt of a certification by the Commissioner of Transportation that the Stevenson Ramp Project has been completed and accepted in accordance with the above described Intergovernmental Cooperation Agreement.

SECTION 4. The City Council hereby finds that it is not necessary, appropriate or in the interest of the City of Chicago that the City retain title to that part of the public streets and public alleys vacated by this ordinance. Accordingly, the Mayor or his proxy is authorized to execute and deliver and the City Clerk is authorized to attest a quitclaim deed to the Metropolitan Pier and Exposition Authority for the above referenced part of public streets and part of public alleys vacated by this ordinance, such quitclaim deed to be in recordable form subject to the approval of the Corporation Counsel.

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Allied-Hastings Barrel & Drum Services, Inc. -- to maintain and use a sampling and monitoring manhole adjacent to 917 West 37th Street; and

Wheatland Tube Company -- to construct, install, maintain and use an inspection manhole for collecting samples of wastewater adjacent to 4435 South Western Avenue.

Referred -- APPROVAL OF PLAT OF HIGGINS SUBDIVISION
ON PORTIONS OF WEST 37TH STREET AND
SOUTH ASHLAND AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Higgins Subdivision, located 150.00 feet, more or less, north of the north line of West 37th Street and 813.00 feet, more or less, east of the east line of South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

E.R. Crosstown Electric -- for a sign/signboard at 501 West 31st Street;
and

Victor Sign Corporation -- for a sign/signboard at 3001 South Halsted Street.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF
3700 BLOCK OF SOUTH PAULINA STREET AS
"SAINTS PETER & PAUL PLACE".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate the 3700 block of South Paulina Street as "Saints Peter & Paul Place", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTIES AS CLASS 6(b) AND
ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, two proposed resolutions to approve the properties at 818 West 37th Place and 1719 West 37th Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which were *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN OLIVO (13th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 3259 WEST 61ST STREET.*

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Michael J. Villa to park his pickup truck and/or van at 3259 West 61st Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BURKE (14th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.*

Two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Richard Salach --4310 South Karlov Avenue; and

Mr. Don Thomson -- 4400 South Karlov Avenue.

Presented By

ALDERMAN JONES (15th Ward):

Referred -- EXEMPTION OF MR. JOHN S. SELIMOS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 5900 SOUTH ASHLAND AVENUE.

A proposed ordinance to exempt Mr. John S. Selimos from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5900 South Ashland 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 -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
1724 WEST 69TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Eclipse Awnings to install a sign/signboard at 1724 West 69th Street, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO SAINT BEDE CHURCH FOR CONDUCT OF
SUMMERFEST/STREET CARNIVAL.

A proposed order authorizing the Commissioner of Transportation to issue a permit to Saint Bede Church for the conduct of a summerfest or street carnival to be held on the 4400 to 4600 blocks of West 83rd Street, for the period extending July 14 through July 16, 1995, and further, requiring the Commissioner of Transportation to provide barricades to prohibit vehicular

traffic on said public ways, which was *Referred to the Committee on Special Events and Cultural Affairs.*

***Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS IN
SAINT BEDE'S CHURCH SUMMERFEST/CARNIVAL.***

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in Saint Bede's Church Summerfest/Carnival to be held on the 4400 to 4600 blocks of West 83rd Street, for the period extending July 14 through July 16, 1995, during the hours of 5:30 P.M. to 11:00 P.M. each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

***Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 8247 SOUTH MOZART STREET.***

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Evan Person to park his pickup truck and/or van at 8247 South Mozart Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN RUGAI (19th Ward):

***Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SAC ON SOUTH BELL AVENUE,
NORTH OF WEST 119TH STREET.***

A proposed ordinance directing the Commissioner of Transportation to construct a cul-de-sac on South Bell Avenue, north of West 119th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
1800 -- 1806 WEST 95TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to The Loan Center, Inc. to construct, maintain and use four canopies to be attached or attached to the building or structure at 1800 -- 1806 West 95th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

EXPRESSION OF GRATITUDE TO UNITED STATES POSTAL
SERVICE FOR ISSUE OF COMMEMORATIVE STAMP IN
HONOR OF WORLD'S FIRST BLACK AVIATRIX,
MS. BESSIE COLEMAN AND DECLARATION
OF APRIL 30, 1995 AS "BESSIE COLEMAN
DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, This month the United States Postal Service issues a new commemorative stamp in honor of Bessie Coleman, a Chicago woman who became the world's first Black female aviator; and

WHEREAS, Bessie Coleman was born in Texas in 1893, moved to Chicago in 1915, and for a time was manicurist at the Comiskey Park Barber Shop, earning enough to learn French and to follow her lifelong ambition, travel to France, and attend flight school. She earned her pilot's license in 1921, two years before Amelia Earhart earned her license; and

WHEREAS, Bessie Coleman returned to Chicago in 1921 and became a barnstorming stunt pilot, appearing here and across the country in exhibitions and air-circuses, drawing large, curious and ultimately admiring crowds wherever she appeared. Ms. Coleman crashed twice -- in California in 1921, breaking ribs and a leg, and scarring her face, and,

finally, on April 30, 1926, in a practice stunt, she was thrown from her plane during a nosedive, and was killed instantly; and

WHEREAS, Bessie Coleman has been an inspiration to succeeding generations. A Chicago public library and a Chicago street are named after her; she is immortalized both in the Great Blacks Wax Museum in Baltimore and at the Smithsonian in Washington; and her courage and daring were specifically cited by another great Chicagoan, the world's first Black female astronaut, Mae Jemison; and

WHEREAS, Many of Bessie Coleman's family remain residents, including her niece, Marian Coleman, a retired Chicago postal worker, now seventy-eight years young and, like all Chicagoans and Americans everywhere, beaming with pride at the Bessie Coleman legacy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of April, 1995, A.D., do hereby express our gratitude to the United States Postal Service for their issue of a commemorative stamp in honor of the world's first Black aviatrix, Bessie Coleman; and in that regard we declare that April 30, 1995, be known as "Bessie Coleman Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marian Coleman and family.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- REPEAL OF ORDINANCE WHICH DESIGNATED
PORTION OF EAST 63RD STREET AS
"DR. MARMADUKE CARTER DRIVE".

Also, a proposed ordinance to repeal an ordinance passed by the City Council on November 2, 1994, Council Journal of Proceedings, pages 58773 and 58774, which designated East 63rd Street, from South Dr. Martin Luther King, Jr. Drive to South Kimbark Avenue as "Dr. Marmaduke Carter Drive", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
6830 -- 6840 SOUTH COTTAGE GROVE AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Transport Salvage Sales/Mr. James C. Wenzel to conduct a sidewalk sale at 6830 -- 6840 South Cottage Grove Avenue, for the period of April 28 and 29, 1995, during the hours of 7:30 A.M. to 5:30 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF EAST 61ST STREET FOR
VARIOUS EVENTS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants named, as noted, to close to traffic that part of East 61st Street, from South Michigan Avenue to South Indiana Avenue, for the events specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Saint Anselm Catholic Church/Brother Jim Fisher -- for the conduct of a food festival on May 28, 1995, during the hours of 11:30 A.M. to 3:30 P.M.; and

Saint Edmund's Church and Yancey Boys and Girls Club -- for the conduct of a community blockfest on June 17, 1995, during the hours of 10:00 A.M. to 3:00 P.M..

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- GRANT OF PRIVILEGE TO MR. JAIME LINARES
TO CONSTRUCT, MAINTAIN AND USE LINT BASINS
ADJACENT TO 4234 WEST 26TH STREET.

A proposed ordinance to grant permission and authority to Mr. Jaime Linares to construct, install, maintain and use two lint basins adjacent to the premises at 4234 West 26th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION TO ALLOW CURB CUT IN PARKWAY
ON PORTION OF SOUTH KENNETH AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to allow a curb cut in the parkway on that portion of South Kenneth Avenue, between West Ogden Avenue and the first alley north on the east side to alleviate traffic congestion, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
2701 SOUTH ST. LOUIS AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Ms. Josephine Velasco to construct, maintain and use one canopy to be attached or attached to the building or structure at 2701 South St. Louis Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTY AT 2001 SOUTH KILBOURN
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 2001 South Kilbourn Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN MUNOZ (22nd Ward)
And OTHERS:

Referred -- CHICAGO CITY COUNCIL URGED TO HOLD PUBLIC
HEARINGS TO DETERMINE IMPACT AND STATUS OF
CHICAGO TRANSIT AUTHORITY'S RAPID
TRANSIT REHABILITATION PROJECT.

A proposed resolution, presented by Aldermen Muncz, Medrano, Watson, Natarus, Hansen and Schulter, urging the members of the City Council to hold public hearings for the purpose of determining the status of plans and the impact on passengers and neighborhoods of proposed repairs and route changes currently under consideration by the Chicago Transit Authority on the Blue (Douglas), Brown (Ravenswood) and Green (Lake/Jackson Park/ Englewood) rapid transit lines and further, to call upon the Chicago Transit Authority Board to reserve any decision, action or vote until such hearings can be conducted, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LASKI (23rd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST
53RD STREET AND PROVISION FOR DEDICATION OF LAND
IN BLOCK BOUNDED BY WEST 52ND STREET, WEST
53RD STREET, SOUTH KOSTNER AVENUE
AND SOUTH KOLIN AVENUE.

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 West 53rd Street lying between the east line of West 53rd Street and the northerly right-of-way line of the Chicago Transit Authority and providing for the dedication of an 8 foot strip of land extending the present 16 foot public alley south to the northerly right-of-way line of the Chicago Transit Authority in the block bounded by West 52nd Street, West 53rd Street, South Kostner Avenue and South Kolin Avenue for Indiana Harbor Belt Railroad and the Marquette National Bank, as Trustee, Trust No. 13137 (File No. 10-23-95-1915); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Laski moved to *Suspend the Rules Temporarily* to permit the immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- APPROVAL OF PLAT OF PAIGE AND PIERCE'S
SUBDIVISION LYING ADJACENT TO CHICAGO
TRANSIT AUTHORITY'S SOUTHWEST TRAIN
LINE AND INDIANA HARBOR BELT
RAILROAD.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Paige and Pierce's Subdivision lying adjacent to the Chicago Transit Authority's southwest train line and the Indiana Harbor Belt Railroad, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF SOUTH LECLAIRE
AVENUE AS "MIKE MONACO WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Leclaire Avenue, between West 51st Street and West 52nd Street, as "Mike Monaco Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF MR. DONALD SHARKO FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 6331 WEST 63RD
STREET.

Also, a proposed ordinance to exempt Mr. Donald Sharko from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6331 West 63rd 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*.

Referred -- APPROVAL OF SPECIFIED PLATS
AT VARIOUS LOCATIONS.

Also, two proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve the plats noted, at the location specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Plat of Homan Square Phase Two-Section One -- in the block bounded by West Polk Street, West Arthington Street, South St. Louis Avenue and South Homan Avenue; and

Plat of Homan Square Phase Two-Section Two -- 140.85 feet, more or less, north of the block bounded by West Polk Street, West Arthington Street, South Homan Avenue and South Spaulding Avenue.

Presented By

ALDERMAN MEDRANO (25th Ward)
And OTHERS:

Referred -- CHICAGO BOARD OF EDUCATION URGED TO
CONTINUE BILINGUAL EDUCATION PROGRAMS
FOR SCHOOL DISTRICT 299.

A proposed resolution, presented by Aldermen Medrano, Haithcock, Tillman, Burke, Munoz, Laski, Ocasio, Bialczak, Suarez, Gabinski, Mell, Wojcik, Banks and Doherty, urging the Chicago Board of Education to maintain its commitment to providing bilingual education programs to elementary school students within school District 299, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- APPROVAL OF PLAT OF SECOND FEDERAL SAVINGS
AND LOAN SUBDIVISION ON PORTIONS OF WEST
LYNDALE STREET AND NORTH MILWAUKEE
AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Second Federal Savings and Loan Subdivision located on portions of West Lyndale Street and North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT 2604
NORTH ELSTON AVENUE.

Also, four proposed orders directing the Commissioner of Buildings to issue permits to Triangle Sign Co. to install signs/signboards of various dimensions at 2604 North Elston Avenue, which were *Referred to the Committee on Buildings*.

Presented By

ALDERMAN WATSON (27th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Dennis and Mary Beth Monarchy -- to maintain and use a fire escape over the public way adjacent to 656 West Hubbard Street; and

Stock Yards Packing Co. -- to occupy a portion of the "dead end" public street in front of the premises at 345 North Claremont Avenue.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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:

Muses Food and Liquor, Inc., doing business as Nine (9) Muses Bar and Grill -- adjacent to 315 South Halsted Street; and

K.D.K., Inc., doing business as Vivo Restaurant -- adjacent to 838 West Randolph Street.

Referred -- STANDARDIZATION OF PORTIONS
OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances directing the Commissioner of Transportation to take the necessary actions for standardization of portions of specified public ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Oakley Boulevard, between West Harrison Street and West Madison Street -- to be known as "Bishop Dr. Charles E. Poole Drive"; and

South Oakley Boulevard, between West Madison Street and West Washington Boulevard -- to be known as "Bishop Dr. A.C. Richards Drive".

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMITS TO INSTALL SIGNS/SIGNBOARDS
AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Lite-Rite Electric -- for a sign/signboard at 311 West Chicago Avenue; and

Universal Outdoor, Inc. -- for a sign/signboard at 770 North Milwaukee Avenue.

Referred -- APPROVAL OF PROPERTIES AS CLASS 6(b) AND
ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, two proposed resolutions to approve the properties at 1800 West Fulton Street and 1735 -- 1747 West Grand Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which were *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- GRANT OF PRIVILEGE TO NOVELTY GLASS AND MIRROR
COMPANY TO MAINTAIN AND USE PEDESTRIAN
TUNNEL UNDER AND ACROSS PORTION OF
WEST CARROLL AVENUE.

A proposed ordinance to grant permission and authority to Novelty Glass and Mirror Company to maintain and use a pedestrian tunnel under and across West Carroll Avenue, 338 feet east of the east line of North Cicero Avenue, connecting the building at 4726 West Lake Street with the building at 4725 West Kinzie Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT
BEHIND 262 NORTH KEELER AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 262 North Keeler Avenue, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 4639 WEST ADAMS STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Charles Rogers to park his pickup truck and/or van at 4639 West Adams Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD ON PORTION
OF INTERSTATE 290.

A proposed order directing the Commissioner of Buildings to issue a permit to Universal Outdoor, Inc. to install a sign/signboard on CSX Railroad property located on the south side of Interstate 290, 900 feet east of North Central Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- PERMISSION GRANTED TO MILWAUKEE-DIVERSEY CHAMBER OF COMMERCE TO HOLD SIDEWALK SALE.

A proposed order directing the Commissioner of Transportation to grant permission to the Milwaukee-Diversey Chamber of Commerce to conduct a sidewalk sale on April 1, 1995, during the hours of 9:00 A.M. to 9:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5120 WEST FULLERTON AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Rago Brothers Funeral Home to construct, maintain and use one canopy to be attached or attached to the building or structure at 5120 West Fullerton Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- EXEMPTION OF PUBLIC BUILDING COMMISSION OF CHICAGO FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 3641 WEST ARMITAGE AVENUE.

A proposed ordinance to exempt the Public Building Commission of Chicago from the physical barrier requirement pertaining to alley accessibility for the

parking facilities for 3641 West Armitage 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 -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3807 WEST FULLERTON AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Potpourri of Cards & Gifts to construct, maintain and use one canopy to be attached or attached to the building or structure at 3807 West Fullerton Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO LAB-LOFTS, L.L.C.
TO CONSTRUCT, MAINTAIN AND USE BALCONIES
OVER PUBLIC RIGHT-OF-WAY ADJACENT TO
1601 -- 1623 WEST SCHOOL STREET.

A proposed ordinance to grant permission and authority to Lab-Lofts, L.L.C. to construct, install, maintain and use sixteen balconies over the public right-of-way adjacent to 1601 -- 1623 West School Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, six proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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 Bongo Room -- adjacent to 1560 North Damen Avenue;

Casa Java, Inc., doing business as Casa Java -- adjacent to 2819 North Southport Avenue,

Beat, Inc., doing business as Kerouac Jack's -- adjacent to 3407 North Paulina Street;

Mad Bar -- adjacent to 1650 North Damen Avenue;

Que Rico -- adjacent to 2814 North Southport Avenue; and

Webster's Wine Bar -- adjacent to 1480 West Webster Avenue.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SAC ON PORTION OF WEST
WOLFRAM STREET.

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on West Wolfram Street, west of North Lakewood Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
2119 WEST BELMONT AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Victor Sign Corporation to install a sign/signboard at 2119 West Belmont Avenue, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies attached or to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

La Grondola Restaurant -- for nine canopies at 2425 North Ashland Avenue;

Pyramid Partnership, Inc. -- for one canopy at 3057 North Lincoln Avenue; and

860 Evergreen Properties, Inc. -- for one canopy at 860 West Evergreen Avenue.

Referred -- APPROVAL OF PROPERTY AT 1300 WEST NORTH
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1300 West North Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- PROHIBITION OF PEDDLING ON
SPECIFIED PUBLIC WAYS.

A proposed ordinance to prohibit peddling of any merchandise on portions of North California Avenue, West Irving Park Road and West Montrose Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
4234 NORTH KEDZIE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Consolidated Sign Co. and Express Signs to install a sign/signboard at 4234 North Kedzie Avenue, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
IMMACULATE HEART OF MARY PARISH FOR
CONDUCT OF ANNUAL PARISH CARNIVAL.

Also, a proposed order authorizing the Commissioner of Transportation to grant permission to the Immaculate Heart of Mary Parish for the conduct of their annual parish carnival for the period extending June 5 through June 12, 1995, during the hours of 12:00 Noon to 12:00 Midnight, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT AND VENDOR LICENSE FEES FOR
PARTICIPANTS IN IMMACULATE HEART
OF MARY PARISH CARNIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant and Vendor License fees for participants in the Immaculate Heart of Mary Parish Carnival to be held on North Spaulding Avenue, from West Grace Street to West Byron Street, for the period extending June 5 through June 12, 1995, during the hours of 12:00 Noon to 12:00 Midnight, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- STANDARDIZATION OF PORTION OF SOUTH HALSTED STREET AS "REVEREND CHARLES FLENOY DRIVE".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Halsted Street, between West 108th Street and West 109th Street, as "Reverend Charles Flenoy Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN WOJCIK (35th Ward):

Referred -- AUTHORIZATION FOR CANCELLATION OF WARRANT FOR COLLECTION ISSUED AGAINST GREEK-AMERICAN COMMUNITY SERVICES OF CHICAGO.

A proposed ordinance authorizing the Superintendent of Water Collection to cancel warrant for collection in the amount of \$363.00 charged to Greek-American Community Services of Chicago, a not-for-profit organization, for the period of November 7, 1994 through January 17, 1995, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO LOLA PRODUCTIONS, INC. (DOING BUSINESS AS LOGAN BEACH COFFEE HOUSE) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Lola Productions, Inc., doing business as Logan Beach Coffee House, to maintain and use a portion of the public way adjacent to 2537 North Kedzie Boulevard for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF NORTH
KEELER AVENUE AS "GEORGE B. WATERSTRAAT
DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of North Keeler Avenue, from West Waveland Avenue to West Grace Street, as "George B. Waterstraat Drive", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- SUPERINTENDENT OF CHICAGO PUBLIC SCHOOLS
REQUESTED TO APPEAR BEFORE CITY COUNCIL
TO DISCUSS OVERCROWDING AND
SAFETY ISSUES.

Also, a proposed resolution requesting the Superintendent of the Chicago Public Schools to appear before the City Council at it's next regular meeting to discuss the extent of present and future school overcrowding and means of providing relief, potential ways to improve educational programs, and issues concerning the safety of students in overcrowded schools, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
7138 WEST BELMONT AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Casa Nostra Bakery to construct, maintain and use two canopies to be attached or attached to the building or structure at 7138 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 100, SECTION 030
OF MUNICIPAL CODE OF CHICAGO BY REQUIRING
APPLICANTS FOR DRY CLEANING BUSINESS
LICENSES TO PROVIDE DOCUMENTATION
OF CHEMICAL AND ON-SITE WASTE
DISPOSAL PROCEDURES.

A proposed ordinance to amend Title 4, Chapter 100, Section 030 of the Municipal Code of Chicago by requiring applicants for dry cleaning business licenses to submit documentation providing proof for disposal of all chemical and on-site waste by a duly licensed chemical waste hauler, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 156 OF
MUNICIPAL CODE OF CHICAGO TO FURTHER
REGULATE APPLICATION REQUIREMENTS
FOR PUBLIC PLACE OF AMUSEMENT
LICENSES.

Also, a proposed ordinance to amend Title 4, Chapter 156 of the Municipal Code of Chicago by requiring applicants for new or renewed public place of amusement licenses to furnish a description of the intended amusement service to be offered and to prohibit any amusements other than those applied and licensed for, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- COMMITTEE ON EDUCATION URGED TO HOLD
PUBLIC HEARING ON STATUS OF CHICAGO BOARD
OF EDUCATION'S BUDGET AND
LEGISLATIVE AGENDA.

Also, a proposed resolution requesting the Committee on Education to invite the General Superintendent and Chief Financial Officer of the Chicago Board

of Education to appear at a public hearing for the purpose of apprising the members of the Chicago City Council and the general public on the status of the Chicago Board of Education's budget and legislative agenda for the coming school year, which was *Referred to the Committee on Education*.

Presented For

ALDERMAN O'CONNOR (40th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTERS 108 AND 228 OF
MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE
REQUIREMENTS FOR MOTOR VEHICLE REPAIR
AND FILLING STATION LICENSES.

A proposed ordinance, presented by Alderman Doherty, to amend Title 4, Chapters 108 and 228 of the Municipal Code of Chicago by requiring applicants for motor vehicle repair and filling station licenses who intend to repair or replace motor vehicle tires to provide with their application a copy of a tire disposal contract for the proper removal and disposal of motor vehicle tires, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANT OF PRIVILEGE TO DOC WELBY'S, INC.
FOR SIDEWALK CAFE.

Also, a proposed ordinance, presented by Alderman Doherty, to grant permission and authority to Doc Welby's, Inc. to maintain and use a portion of the public way adjacent to 1507 West Balmoral Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN DOHERTY (41st Ward) And
ALDERMAN MURPHY (18th Ward):**

Referred -- AMENDMENT OF TITLE 2, CHAPTER 8, SECTION 040
OF MUNICIPAL CODE OF CHICAGO BY INCREASING
COMPENSATION FOR ALDERMEN.

A proposed ordinance to amend Title 2, Chapter 8, Section 040 of the Municipal Code of Chicago by increasing the salary of aldermen elected in 1995 from \$55,000.00 to \$65,000.00 per annum, which was, *Referred to the Committee on Finance.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- EXEMPTION OF ADLER PLANETARIUM
FROM ALL 1995 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1995 City fees to the Alder Planetarium under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, fourteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

AT&T/Stein Partnership -- to maintain and use four flagpoles adjacent to the premises at 227 West Monroe Street;

AT&T/Stein Phase II Partnership -- to maintain and use one vault on South Franklin Street and two vaults on West Adams Street; two flag poles and decorative lighting fixtures at the West Adams Street entrance to the building located at the northeast corner of South Franklin Street and West Adams Street; and two flag poles and decorative lighting fixtures at the South Franklin Street entrance to said building;

Boulevard Consultants, Inc. -- to maintain and use a sidewalk vault adjacent to the premises at 719 West Quincy Street;

Chicago Nails -- to maintain and use two vaults for utility services adjacent to the premises at 149 West Chicago Avenue and 228 West Chicago Avenue;

Chicago Superior Associates -- to maintain and use three subsurface vaults adjacent to 737 North Michigan Avenue;

Deborah's Place -- to maintain and use an existing vault adjacent to 1530 North Sedgwick Street;

Heitman Properties Ltd. -- to maintain and use eighteen caissons, two foundation pads and a ground retention system adjacent to the premises at 120 North LaSalle Street;

Inter-Continental Hotels Corporation -- to construct, maintain and use various privileges on, under and over the public right-of-way adjacent to the premises at 505 North Michigan Avenue;

Moody Bible Institute of Chicago -- to maintain and use an existing vault adjacent to the premises at 153 West Chicago Avenue;

Moody Bible Institute of Chicago -- to maintain and use an existing vault adjacent to the premises at 820 North LaSalle Street;

Moody Bible Institute of Chicago -- to maintain and use two existing vaults adjacent to the premises at 830 North LaSalle Street;

Gene Y. Moy and Susan L. Moy -- to maintain and use an existing vault adjacent to the premises at 413 West Chicago Avenue;

Randolph Flowers -- to maintain and use a portion of the public way for a flower stand adjacent to the premises at 77 East Randolph Street; and

Tasc, Inc. -- to maintain and use a stairway on West Blackhawk Street adjacent to 1500 North Halsted Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, forty-eight proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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:

Ashkenaz, Inc., doing business as Ashkenaz Deli -- adjacent to 12 East Cedar Street;

Avenue Food Corporation, doing business as Avenue Cafe and Restaurant -- adjacent to 701 North Michigan Avenue;

Bar Louie, Inc., doing business as Bar Louie -- adjacent to 226 West Chicago Avenue;

Bismarck Hotel -- adjacent to 171 West Randolph Street;

Tequila Corporation, doing business as Blue Agave Restaurant -- adjacent to 1 West Maple Street;

MGRE 1001, Inc., doing business as Boogie's Diner -- adjacent to 923 North Rush Street;

Boudin Sourdough Bakery -- adjacent to 20 North Michigan Avenue;

508 North Enterprises, doing business as Bravissimo Restaurant -- adjacent to 508 North Clark Street;

Carmine's Clam House -- adjacent to 1043 North Rush Street;

Provence Ltd., doing business as Cassis -- adjacent to 160 East Huron Street;

Rose Wells, Inc., doing business as Centro Restaurant -- adjacent to 710 North Wells Street;

Club Sandwich, Inc., doing business as Club Creole -- adjacent to 226 West Kinzie Street;

Downtown Dogs, Inc., doing business as Downtown Dogs -- adjacent to 804 North Rush Street;

Dublin Bar and Grill, Inc., doing business as The Dublin Bar and Grill -- adjacent to 1050 North State Street;

Expresso Pacifico, Ltd. -- adjacent to 10 East Delaware Place;

The Gourmet Cup -- adjacent to 203 North Wabash Avenue;

Harry's Velvet Room -- adjacent to 534 North Clark Street;

Hawkeye's Bar and Grill, Inc., doing business as Hawkeye's Bar and Grill -- adjacent to 1458 West Taylor Street;

152 East Ontario Corp., doing business as Howard's Bar and Grill -- adjacent to 152 East Ontario Street;

The Hunt Club -- adjacent to 1100 North State Street;

Il Toscanaccio -- adjacent to 636 North St. Clair Street;

Glorious Trading Corporation, doing business as Jia's Restaurant -- adjacent to 2 East Delaware Place;

Trocadero, Inc., doing Business as Kinzie Street Chop House -- adjacent to 400 North Wells Street;

Moby Nick, Inc., doing business as Kronies -- adjacent to 18 East Bellevue Place;

Malnati's River North, Inc., doing business as Lou Malnati's Pizzeria -- adjacent to 439 North Wells Street;

Mambo Grill Ltd. -- adjacent to 412 North Clark Street;

Mare Ltd. Partnership, doing business as Mare Restaurant -- adjacent to 400 North Clark Street;

Mr. J. Restaurant, Inc., doing business as Mr. J. Restaurant -- adjacent to 822 North State Street;

Nana's Fast Food, Incorporated -- adjacent to 7 West Kinzie Street;

Nick and Tony's, Inc. -- adjacent to 1 East Wacker Drive;

29 West Hubbard Corporation, doing business as O'Callaghan's -- adjacent to 29 West Hubbard Street;

Wexford Organcies, Inc., doing business as The Organic Tomato -- adjacent to 22 West Maple Street;

RAREE Restaurant Co., doing business as Parrinello's -- adjacent to 535 North Wells Street;

Pippin's Tavern -- adjacent to 806 North Rush Street;

Pizzeria Uno, Inc., doing business as Pizzeria Uno -- adjacent to 29 East Ohio Street;

Plaza Escada -- Cafe Escada -- adjacent to 840 North Michigan Avenue;

Quizno's Classic Subs -- adjacent to 159 North Wabash Avenue;

Reza's Restaurant -- adjacent to 432 West Ontario Street;

Rose Rush, Inc., doing business as Rosebud on Rush -- adjacent to 55 East Superior Street;

Jamie's Restaurant, Inc., doing business as Santa Fe Cafe -- adjacent to 800 North Dearborn Street;

Starbucks Coffee Company, doing business as Starbucks Coffee -- adjacent to 401 East Ontario Street;

Starbucks Coffee Company, doing business as Starbucks Coffee -- adjacent to 948 North Rush Street;

Starbucks Coffee Company, doing business as Starbucks Coffee -- adjacent to 600 North State Street;

Starbucks Coffee Company, doing business as Starbucks Coffee -- adjacent to 1533 North Wells Street;

Sutton Place Grande Hotel, Inc., doing business as Sutton Grande Hotel -- adjacent to 21 East Bellevue Place;

The Swing'n Door Lounge -- adjacent to 933 North State Street;

Tapas Barcelona, Inc. -- adjacent to 111 West Hubbard Street;

Sparta Gyros on Chicago, Inc., doing business as Tony's Place -- adjacent to 22 East Chicago Avenue.

Referred -- APPROVAL OF PLAT OF CENTRAL STATION-3RD
RESUBDIVISION ON PORTIONS OF SOUTH
INDIANA AVENUE AND SOUTH
PRAIRIE AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Central Station-3rd Resubdivision, located north of the north line of East 16th Street, between the east line of South Indiana Avenue and the westerly line of South Prairie Avenue, having a frontage along the east line of South Indiana Avenue, and along the west line of South Prairie Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ESTABLISHMENT OF TAXICAB
STANDS ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to establish taxicab stands on portions of specified public ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Taxicab Stand Number 722 -- located on the east side of North Rush Street, from a point 30 feet south of East Grand Avenue, to a point 40 feet south thereof -- two vehicles; and

Taxicab Stand Number 723 -- located on the east side of North Rush Street, from a point 20 feet north of East Grand Avenue, to a point 36 feet north thereof -- two vehicles.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
TAXICAB STAND NUMBER 573 ON PORTION
OF EAST GRAND AVENUE.

Also, a proposed ordinance to repeal an ordinance passed by the City Council on September 9, 1987 (Council Journal of Proceedings, page 3460) which established Taxicab Stand Number 573 on East Grand Avenue, along the north curb line, from a point 85 feet east of the east building line of North Rush

Street, to a point 44 feet east thereof for 2 vehicles, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF FREE PERMITS
TO KELLIHER COMPANY FOR LANDSCAPING AND
BEAUTIFICATION PURPOSES ADJACENT
TO 1003 NORTH RUSH STREET.

Also, a proposed ordinance authorizing the Commissioner of Transportation and the Director of Revenue to issue the necessary permits, free of charge, to Kelliher Company for new landscaping and beautification purposes adjacent to 1003 North Rush Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PORTION OF WEST MAPLE STREET
RENAMED AS "WEST LA SALLE PLACE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for renaming that portion of West Maple Street, from North LaSalle Boulevard west to the dead end, as "West LaSalle Place", which was *Referred to the Committee on Transportation and Public Way,*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, five proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Billboards, Inc. -- for one sign/signboard at 7 West Division Street;

Billboards, Inc. -- for one sign/signboard at 225 West Ontario Street;

Image Media, Inc. -- for one sign/signboard at 350 West Kinzie Street;

Image Media, Inc. -- for one sign/signboard at 22 West Ontario Street; and

J & B Signs, Inc. -- for one sign/signboard at 21 West Illinois Street.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Finance*, as follows:

Textile Arts & Crafts Center -- to be held at the Merchandise Mart Expo Center, for the period extending May 19 through May 21, 1995; and

21st Anniversary Wells Street Art Festival -- to be held for the period of June 10 and 11, 1995.

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, five proposed orders directing the Commissioner of Transportation to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Department of Consumer Services, City of Chicago, in care of Mr. Randy Buffington -- to close to traffic West Division Street, between 1 west and 36 west, for the periods extending June 24, July 1, 8, 15, 22 and 29, August 5, 12, 19 and 26, September 2, 9, 16, 23 and 30, October 7, 14, 21 and 28, 1995, during the hours of 5:00 A.M. and 4:00 P.M., each day, for the conduct of the 1995 Farmers Market Program;

Loyola University of Chicago -- to close to traffic East Pearson Street, between North Rush Street and North Wabash Avenue on April 20, 1995, during the hours of 8:00 A.M. and 5:00 P.M., for the conduct of a block party for students, faculty and staff;

Saint James Cathedral -- to close to traffic East Huron Street, between North Rush Street and North Wabash Avenue on April 9, 1995, during the hours of 9:30 A.M. and 10:30 A.M., for the conduct of an outdoor palm procession;

Saint James Cathedral -- to close to traffic North Wabash Avenue, between East Huron Street and East Erie Street on April 15, 1995, during the hours of 7:00 P.M. and 8:30 P.M., for the purpose of the lighting of the New Fire on Holy Saturday; and

Michael Jordan's Restaurant, in care of Mr. David Zadikoff-- to close to traffic West Illinois Street, between North Wells Street and North LaSalle Street, for the period beginning 12:01 A.M. on May 6, 1995 and ending at 12:00 Midnight on May 7, 1995, for the conduct of the "Welcome Back Michael" Festival.

Referred -- PERMISSION TO PARK PICKUP TRUCK AT
1210 WEST LEXINGTON STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Raymond Dorgan to park his pickup truck at 1210 West Lexington Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, six proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

National Restaurant Enterprise, Inc., doing business as Burger King -- for three canopies at 28 East Jackson Boulevard;

Ms. Pamela R. Conant, in care of Urban Innovations -- for five canopies at 445 North Wells Street;

M.S. Supply Co., Inc. -- for one canopy at 634 South Wabash Avenue;

Serina Food Mart, Inc. -- for one canopy at 203 East Ohio Street;

372 West Ontario Ltd. Partnership -- for one canopy at 372 West Ontario Street; and

1007 North Rush Street Corporation -- for one canopy at 1007 North Rush Street.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 76, SECTION 150(c)
OF MUNICIPAL CODE OF CHICAGO TO INCREASE FINES
FOR VEHICLE BURGLAR ALARM VIOLATIONS.

A proposed ordinance to amend Title 9, Chapter 76, Section 150(c) of the Municipal Code of Chicago by increasing the fine to \$250.00 for noise disturbances caused by improper installation or excessive activation of vehicle burglar alarms, which was *Referred to the Committee on Police and Fire*.

Referred -- AUTHORIZATION FOR SALE OF PERMITS FOR
RESIDENTIAL PERMIT PARKING ZONE 142.

Also, a proposed ordinance authorizing the Department of Revenue to sell permits for Residential Permit Parking Zone 142 to any resident residing in the building complex known as "Eugenie Terrace", located at 1720 North LaSalle Street, 1740 North Clark Street, 1715 North Wells Street and 150

West Eugenie Terrace, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, six proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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:

Athenian Room Restaurant -- adjacent to 807 West Webster Avenue;

The 1964 North Sheffield Corporation, doing business as Chili Peppers Underground -- adjacent to 1964 North Sheffield Avenue;

Metropolis Rotisserie, Incorporated, doing business as Metropolis Rotisserie -- adjacent to 924 West Armitage Avenue;

Northern Plaines, Inc. -- adjacent to 2264 North Clark Street;

D & J Pizza, Inc., doing business as Ranalli's on Lincoln -- adjacent to 1925 North Lincoln Avenue; and

Garden Rest Corporation, doing business as Shine Garden Restaurant -- adjacent to 901 West Armitage Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
2518 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Victor Sign Corporation to install a sign/signboard at 2518 North Clark Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Club 950 Lucky Number -- for one canopy at 950 West Wrightwood Avenue;

Goose Island Brewing Co. -- for one canopy at 1800 North Clybourn Avenue; and

White Hen Pantry, Inc. -- for three canopies at 2201 North Lincoln Avenue.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Fifteen proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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 -- adjacent to 3400 North Halsted Street;

Marco's Paradise, Inc., doing business as Marco's Paradise Restaurant -- adjacent to 3358 North Sheffield Avenue;

Melrose Cafe, Inc., doing business as The Melrose Restaurant -- adjacent to 3233 North Broadway;

Mozart Cafe, Inc., doing business as The Mozart Cafe -- adjacent to 3727 North Southport Avenue;

The Outpost Restaurant, Inc. -- adjacent to 3438 North Clark Street;

Nenad Ivich, doing business as "Penny's Noodle Shop" -- adjacent to 3400 North Sheffield Avenue;

Mr. Joseph D. Venere, doing business as Red Tomato, Inc. -- adjacent to 3417 North Southport Avenue;

Rocky Mountain Bagel Co. -- adjacent to 3416 North Southport Avenue;

R.B.I. Sluggers, Inc., doing business as Slugger's -- adjacent to 3540 North Clark Street;

Southport Lanes and Billiards -- adjacent to 3325 North Southport Avenue;

St. Louis Bread Co. -- adjacent to 616 West Diversey Parkway;

Starbucks Coffee -- adjacent to 3358 North Broadway;

Hamm Family Enterprises, Inc. -- doing business as Tuscany On The Park -- adjacent to 3700 North Clark Street;

Viennese Kaffee-Haus Brandt -- adjacent to 3423 North Southport Avenue; and

V.G.B., Inc., doing business as Vinney's Restaurant -- adjacent to 2901 North Sheffield Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, six proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Century Ltd. Partnership -- for one canopy at 2828 North Clark Street;

Chalet International Ltd. -- for one canopy at 3000 North Clark Street;

First Chicago Trust Company of Illinois, under Trust Number RV008422
-- for six canopies at 424 West Diversey Parkway;

Mars Restaurant -- for one canopy adjacent to 3142 North Broadway;

The Outpost, Inc. -- for one canopy adjacent to 3438 North Clark Street;
and

Starlight Cleaners -- for one canopy adjacent to 1153 West Addison Street.

Presented By

**ALDERMAN HANSEN (44th Ward) And
ALDERMAN BURKE (14th Ward):**

Referred -- AMENDMENT OF TITLE 2, SECTION 120, ARTICLE XIV
OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SECTION 500 TO CREATE RECYCLING
ECONOMIC DEVELOPMENT AND
JOBS TASK FORCE.

A proposed ordinance to amend Title 2, Section 120, Article XIV of the Municipal Code of Chicago by the addition of a new Section 500 which would establish the Recycling Economic Development and Jobs Task Force, to be composed of fifteen members named by the Commissioner of Planning in cooperation with the Commissioner of Environment on or before May 1, 1995, and whose responsibility it is to investigate approaches and make recommendations to promote comprehensive business development, investment and employment opportunities related to recycling, to study measures for assisting small- and medium-sized recycling business ventures, and to make an initial report of its findings to the Mayor and City Council on or before January 1, 1996, with a final report due not later than May 1, 1996, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN HANSEN (44th Ward) And
ALDERMAN SCHULTER (47th Ward):**

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY CREATION OF SD-4 AND SD-5 NORTH SOUTHPORT SPECIAL DISTRICTS IN AREAS SHOWN ON MAP NUMBER 9-G AND BY ADDITION OF NEW SECTION 10A-1.4 SETTING FORTH PURPOSE AND REGULATIONS PERTAINING THERETO.

A proposed ordinance to amend Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, for the purpose of creating new SD-4 and SD-5 North Southport Special Districts in areas shown on Map Number 9-G, and by the addition of a new Section 10A-1.4 setting forth the purpose and regulations relating thereto, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- GRANT OF PRIVILEGE TO VERACRUZ RESTAURANT FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Veracruz Restaurant to maintain and use a portion of the public way adjacent to 6207 North Milwaukee Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to

give consideration to the installation of alleylights behind the premises at the locations specified, which were *Referred to the Committee on Finance*, as follows:

5406 West Devon Avenue;

4710 West Hutchinson Avenue; and

4635 North Leclaire Avenue.

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 the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

City Department of Consumer Services, in care of Mr. Randall Buffington, -- to close to traffic West Ainslie Street, between North Lipps Avenue and North Milwaukee Avenue, for the period extending June 24, July 1, 8, 15, 22 and 29, August 5, 12, 19 and 26, September 2, 9, 16, 23 and 30, and October 7, 14, 21 and 28, 1995, during the hours of 5:00 A.M. and 4:00 P.M., each day, for the conduct of the 1995 Farmers Market Program; and

City Department of Consumer Services, in care of Mr. Randall Buffington, -- to close to traffic North Clover Street, between West Irving Park Road and West Cuyler Avenue, for the period extending June 28, July 5, 12, 19 and 26, August 2, 9, 16, 23 and 30, September 6, 13, 20 and 27, and October 4, 11, 18 and 25, 1995, during the hours of 5:00 A.M. and 4:00 P.M., each day, for the conduct of the 1995 Farmers Market Program.

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT LICENSE FEES FOR
PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the

Food Vendor and Itinerant Merchant License fees for participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Annual Carnival -- 5200 West Sunnyside Avenue, between North Laramie Avenue and North Lockwood Avenue, for the period extending June 5 through June 12, 1995; and

Our Lady of Victory Summer Festival -- West Sunnyside Avenue, between North Laramie Avenue and North Lockwood Avenue, for the period extending June 7 through June 11, 1995.

Presented For

ALDERMAN LEVAR (45th Ward):

Referred -- **AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
5502 WEST LAWRENCE AVENUE.**

A proposed order, presented by Alderman Natarus, authorizing the Director of Revenue to issue a permit to Stuart Handler Real Estate Co. to construct, maintain and use eight canopies to be attached or attached to the building or structure at 5502 West Lawrence Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- **GRANT OF PRIVILEGE TO LOUIS A. WEISS MEMORIAL
HOSPITAL TO MAINTAIN AND USE CURB CUT AND CANOPY
ADJACENT TO 4646 NORTH MARINE DRIVE.**

A proposed ordinance to grant permission and authority to Louis A. Weiss Memorial Hospital to maintain and use a curb cut and canopy for the

ambulance access area adjacent to the premises at 4646 North Marine Drive, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO CORNELIA'S, INC.
(DOING BUSINESS AS CORNELIA'S)
FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Cornelia's, Inc., doing business as Cornelia's, to maintain and use a portion of the public way adjacent to 750 West Cornelia Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCK
AT 715 WEST BROMPTON AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Jason Yutesler to park his pickup truck at 715 West Brompton Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3501 NORTH HALSTED STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Little Jim's, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 3501 North Halsted Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF LICENSES,
FREE OF CHARGE, TO RAVENSWOOD
HOSPITAL GIFT SHOP.

A proposed ordinance authorizing the Director of Revenue to issue all necessary licenses, free of charge, to the Ravenswood Hospital Gift Shop, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR ISSUANCE OF STREET CLOSING
PERMITS, FREE OF CHARGE, FOR SAINT MATTHIAS
CATHOLIC CHURCH PARISH CARNIVAL.

Also, a proposed ordinance authorizing the Director of Revenue to issue all necessary Street Closing Permits, free of charge, for the Saint Matthias Catholic Church Parish Carnival, to be held in the school parking lot located at 4910 North Claremont Avenue and on portion of North Claremont Avenue, for the period extending June 5 through June 13, 1995, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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:

Barba Yianni Grecian Taverna -- adjacent to 4761 North Lincoln Avenue;
and

Zephyr's Ice Cream Shop, Inc., doing business as Zephyr's Cafe -- adjacent
to 1777 West Wilson Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSING
PERMIT FEES FOR EARTH DAY ILLINOIS' 25TH
ANNIVERSARY CELEBRATION.

Also, a proposed order authorizing the Director of Revenue to waive the Street Closing Permit fees for Earth Day Illinois' 25th Anniversary Celebration, to be held on the Amundsen High School Campus, in Winnemac Stadium and on a portion of West Winnemac Avenue, on April 23, 1995, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the specified license fees for the participants in the events noted, and during the periods specified, which were *Referred to the Committee on License and Consumer Protection*, as follows:

Auxiliary of Ravenswood Hospital Medical Center "Festival of Art" -- Food Vendor and Itinerant Merchant License fees, for the period extending August 11 through August 13, 1995; and

Saint Matthias Catholic Church Parish Carnival -- Food Vendor License fees, for the period extending June 7 through June 12, 1995.

Presented By

ALDERMAN SCHULTER (47th Ward),
ALDERMAN BERNARDINI (43rd Ward),
ALDERMAN M. SMITH (48th Ward) And
ALDERMAN MOORE (49th Ward):

Referred -- ESTABLISHMENT OF COMPUTER ACCESS TO SHARE
CITY DATA BETWEEN MUNICIPAL DEPARTMENTS
AND ALDERMANIC STAFF.

A proposed order directing the City Council to establish computer

access for sharing data between city departments and aldermanic staff, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN M. SMITH (48th Ward):

*Referred -- GRANT OF PRIVILEGE TO KOPI, INC. (DOING
BUSINESS AS KOPI, A TRAVELLER'S CAFE)
FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Kopi, Inc., doing business as Kopi, A Traveller's Cafe, to maintain and use a portion of the public way adjacent to 5317 North Clark Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR WAIVER OF VENDOR LICENSE
FEES FOR PARTICIPANTS IN 1995 ARGYLE FEST.*

Also, a proposed order authorizing the Director of Revenue to waive the Vendor License fees for participants in the 1995 Argyle Fest to be held on August 27, 1995, which was *Referred to the Committee on Finance.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5943 -- 5959 NORTH BROADWAY.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Harry Zemel to construct, maintain and use one canopy to be attached or attached to the building or structure at 5943 -- 5959 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MOORE (49th Ward):

**ILLINOIS GENERAL ASSEMBLY URGED TO PROVIDE FULL
AND EQUITABLE FUNDING FOR CHICAGO PUBLIC
SCHOOLS AND APRIL 17, 1995 DECLARED
"SAVE OUR SCHOOLS DAY
IN CHICAGO".**

A proposed resolution reading as follows:

WHEREAS, The viability and quality of schools throughout Illinois are threatened by the lack of full and equitable funding by the State of Illinois; and

WHEREAS, Chicago school reform, and the innovative educational programs that State Chapter 1 funds have made possible, are jeopardized by this lack of funding; and

WHEREAS, The timely opening of schools in September is threatened by the apparent lack of concern on the part of the Illinois General Assembly; and

WHEREAS, Our children for whom English is a second language need bilingual education programs that enable them to learn their regular course work at the same time that they are learning English; now, therefore,

Be It Resolved, That the City Council of the City of Chicago urges the Illinois General Assembly to:

1. continue providing low-income children with the supplemental educational programs that State Chapter 1 funds support, in accordance with the original provisions of the 1988 school reform law;
2. maintain the budgetary control of these funds in the hands of Chicago's local school councils;
3. maintain bilingual education;

4. provide adequate funding to open the Chicago Public Schools on time in September; and
5. provide fair and adequate funding to all Illinois schools; and

Be It Further Resolved, That the City Council hereby declares April 17, 1995 to be "Save Our Schools Day" in the City of Chicago in recognition of the "Save Our Schools" rally being sponsored on that day by the Legislative Task Force of the Citywide Coalition for School Reform.

Alderman Moore 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 Moore, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- AMENDMENT OF CHICAGO SOLID WASTE MANAGEMENT PLAN BY ELIMINATION OF BAGGED RECYCLABLE COLLECTION PROGRAM AND INVESTIGATION OF ALTERNATIVE COLLECTION METHODS AND WASTE SORTING CENTER ENHANCEMENTS.

Also, a proposed ordinance to amend Section 3.2.2 of Volume I of the Solid Waste Management Plan for the City of Chicago by replacing the Bagged Recyclable Collection Program with an eight month pilot program to evaluate at least four different collection methods and calling for the Commissioner of the Department of Environment, in cooperation with the Department of Streets and Sanitation, to appoint a task force to study means of enhancing the

ability of waste sorting centers currently under construction to recover recyclable material from the waste stream, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

***Referred --* REDUCTION IN ANNUAL LICENSE FEE
FOR SPECIAL POLICE EMPLOYED BY
LOYOLA UNIVERSITY.**

Also, a proposed ordinance which would allow Loyola University to pay a reduced license fee of Ten and no/100 Dollars (\$10.00) for each of the special police employed at 6525 North Sheridan Road, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

***Referred--* GRANT OF PRIVILEGE TO SPEEDY ENNUI, INC.
(DOING BUSINESS AS SPEEDY ENNUI)
FOR SIDEWALK CAFE.**

Also, a proposed ordinance to grant permission and authority to Speedy Ennui, Inc., doing business as Speedy Ennui, to maintain and use a portion of the public way adjacent to 6981 North Sheridan Road for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward):

***Referred --* STANDARDIZATION OF PORTION OF
WEST TOUHY AVENUE AS
"JWV/JWVA PLAZA".**

A proposed ordinance directing the Commissioner of Transportation to take

the necessary action for standardization of that part of West Touhy Avenue, between North Rockwell Street and North Washtenaw Avenue, as "JWV/JWVA Plaza" which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS IN
ANNUAL SIDEWALK SALE SPONSORED
BY "Z" FRANK.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in the annual sidewalk sale sponsored by "Z" Frank to be held on both sides of North Western Avenue, from West Peterson Avenue to West Glenlake Avenue, on April 8, 1995, during the hours of 8:30 A.M. and 8:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- CHICAGO TRANSIT AUTHORITY URGED TO
INSTALL BUS SHELTER ON NORTHWEST
CORNER OF WEST PRATT BOULEVARD
AND NORTH KEDZIE AVENUE.

Also, a proposed order urging the Chicago Transit Authority to install a bus shelter on the northwest corner of West Pratt Boulevard and North Kedzie Avenue, 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):

University of Illinois at Chicago -- for construction of a new building on the premises known as 1140 South Morgan Street and South Marshfield Avenue.

BY ALDERMAN HAITHCOCK (2nd Ward):

Illinois Institute of Technology -- for rehabilitation of property on the premises known as 3300 South Federal Street.

BY ALDERMAN MURPHY (18th Ward):

Catholic Archdiocese of Chicago/The Venerable Saint Bede Church -- for electrical installations on the premises known as 8200 South Kostner Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Cosmopolitan Community Church -- for construction of a new church, rehabilitation of existing structure and installation of north and south parking lots on the premises known as 5249 South Wabash Avenue.

BY ALDERMAN MUNOZ (22nd Ward):

Leclaire Courts Resident Management Corporation -- for rehabilitation of kitchens and bathrooms at various locations within Leclaire Courts.

BY ALDERMAN LASKI (23rd Ward):

Catholic Archdiocese of Chicago/Saint Bruno Church -- for participation of the school building in the noise abatement program on the premises known as 4839 South Harding Avenue.

BY ALDERMAN MEDRANO (25th Ward):

Latino Youth, Inc. -- for rehabilitation of existing structure on the premises known as 1827 West Cullerton Street.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House/Grace Convalescent Home -- for rehabilitation of existing property on the premises known as 3831 North Mozart Street.

BY ALDERMAN ALLEN (38th Ward):

Our Lady of the Resurrection Medical Center -- for construction of a cardiac catheterization suite on the premises known as 5645 West Addison Street.

BY ALDERMAN NATARUS (42nd Ward):

Contracting Resources, Inc. -- for remodeling of office space on the premises known as 122 South Michigan Avenue.

The McDermott Foundation -- for interior alterations to the first and second floors of the existing structure on the premises known as 932 West Washington Street.

Walsh/Riteway, J. V. (Walsh, Higgins and Company) -- for renovation of Richard J. Daley Center on the premises known as 55 West Washington Street.

BY ALDERMAN SHILLER (46th Ward):

Saint Augustine College -- for remodeling on the premises known as 1333 West Argyle Street.

BY ALDERMAN SCHULTER (47th Ward):

Mars Sargis Apostolic Church of East Chicago -- for construction of a driveway on the premises known as 1850 West Cuyler Avenue.

BY ALDERMAN M. SMITH (48th Ward):

The Selfhelp Home for the Aged, Inc. -- for construction and remodeling on the premises known as 908 West Argyle Street.

BY ALDERMAN MOORE (49th Ward):

Catholic Archdiocese of Chicago/Loyola University -- for rehabilitation of the structure on the premises known as 6535 North Sheridan Road.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

Lakeview Living Center, 7270 South South Shore Drive.

South Shore Bible Baptist Church, 7159 South Cornell Avenue.

South Shore Methodist Child Care Center, 7350 South Jeffery Boulevard.

BY ALDERMAN E. SMITH (28th Ward):

The Bobby E. Wright Comprehensive Mental Health Center, Inc., 9 South Kedzie Avenue.

BY ALDERMAN SUAREZ (31st Ward):

Logan Square Head Start Program, 2255 North Lawndale Avenue.

**BY ALDERMAN DOHERTY for
ALDERMAN O'CONNOR (40th Ward):**

MM Foundation for Retarded Children, 5666 North Lincoln Avenue (2).

BY ALDERMAN DOHERTY (41st Ward):

Edison Park Lutheran Church Day Care Center, 6626 North Oliphant Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Cirque Du Soleil, 445 North McClurg Court.

Saint Chrysostom's Day School (Class 1), 1424 North Dearborn Parkway.

BY ALDERMAN BERNARDINI (43rd Ward):

Maryville Day Care Center/Maryville Academy Parenting, 400 West Dickens Avenue (2).

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center, 836 West Wellington Avenue (2).

BY ALDERMAN LEVAR (45th Ward):

Food Service Professionals, 5150 North Northwest Highway.

BY ALDERMAN SHILLER (46th Ward):

Inspiration Cafe, 1325 West Wilson Avenue (2).

BY ALDERMAN MOORE (49th Ward):

National Council of Jewish Women, 1524 West Howard Street.

Rogers Park Post No. 108, 6908 North Clark Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

University of Chicago (various locations) -- building inspection fees and annual fuel burning equipment inspection fees (3).

BY ALDERMAN DIXON (8th Ward):

Ada S. McKinley Community Services (various locations) -- annual driveway usage fees.

Jackson Park Hospital, 7531 South Stony Island Avenue -- for annual "No Parking" sign usage fee.

BY ALDERMAN BUCHANAN (10th Ward):

Ada McKinley Foundation, 8458 South Mackinaw Avenue -- annual building inspection fee.

BY ALDERMAN BURKE (14th Ward):

Misericordia Home, 2916 West 47th Street -- annual fuel burning equipment inspection fees.

BY ALDERMAN JONES (15th Ward):

Ada S. McKinley Community Services, Inc., 2717 West 63rd Street -- annual mechanical ventilation inspection fees.

BY ALDERMAN TROUTMAN (20th Ward):

Antioch Baptist Church, 415 West Englewood Avenue -- annual fuel burning equipment inspection fee.

Hull House, 500 East 67th Street -- annual public place of assembly inspection fee.

BY ALDERMAN BANKS (36th Ward):

Resurrection Health Care Corporation, 2433 North Harlem Avenue -- annual driveway usage fee.

BY ALDERMAN GILES (37th Ward):

One Lord, One Faith Missionary Baptist Church, 312 North Laverne Avenue -- annual driveway usage fee.

*BY ALDERMAN ALLEN for
ALDERMAN O'CONNOR (40th Ward):*

Anixter Center, 6610 North Clark Street -- annual fuel burning equipment inspection fee.

**BY ALDERMAN DOHERTY for
ALDERMAN O'CONNOR (40th Ward):**

Byron Center, 6050 North California Avenue -- annual elevator inspection fees, annual building inspection fees and annual refrigeration system inspection fee (5).

The Center for the Rehabilitation and Training of Persons with Disabilities (various locations) -- annual building inspection fees and annual mechanical ventilation inspection fee (4).

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 333 East Superior Street -- annual public place of assembly inspection fee.

Rehabilitation Institute of Chicago, 345 East Superior Street -- annual institution inspection fee.

42nd Ward Democratic Organization, 945 North State Street -- annual flat sign fee.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital and Health Care Center/Stone Medical Center, 2800 North Sheridan Road -- annual fuel burning equipment inspection fee.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- fuel burning inspection fee.

Uptown Center Hull House, 4520 North Beacon Street -- annual boiler and unfired pressure vessel inspection fee.

BY ALDERMAN MOORE (49th Ward):

Henry Muhrer (private school), 6250 North Sheridan Road -- annual pollution control fee.

Rogers Park Presbyterian Church, 7059 North Greenview Avenue -- annual fuel burning equipment inspections fees.

Sisters of Charity B.V.M., 6364 North Sheridan Road -- annual pollution inspection fees (2).

WAIVER OF FEES:***BY ALDERMAN HAITHCOCK (2nd Ward):***

Soka Gakki International-U.S.A. -- 624 West Wrightwood Avenue -- waiver of demolition fees.

BY ALDERMAN TILLMAN (3rd Ward):

Omega Missionary Baptist Church, 4627 South State Street -- waiver of demolition fees.

BY ALDERMAN HUELS (11th Ward):

Benton Community Settlement, 3034 South Gratten Avenue -- waiver of annual building inspection fees.

BY ALDERMAN RUGAI (19th Ward):

Saint Christiana Church, 11005 South Homan Avenue -- waiver of electrical permit fees.

BY ALDERMAN TROUTMAN (20th Ward):

Church of God in Christ, Northern Illinois, 6028 South Champlain Avenue -- waiver of demolition fees.

BY ALDERMAN MEDRANO (25th Ward):

Pilsen-Little Village Community Mental Health Centers (various locations) -- waiver of burglar alarm permit fees.

BY ALDERMAN OCASIO (26th Ward):

Saint Mary of Nazareth Hospital Center, 2222 West Division Street -- waiver of all building permit fees for construction of an office building.

BY ALDERMAN LEVAR (45th Ward):

Our Lady of Victory Parish, 5212 West Agatite Avenue -- waiver of all canopy fees.

REFUND OF FEES:

BY ALDERMAN BLOOM (5th Ward):

Sinai Nursery School and Kindergarten, 1720 East 54th Street -- refund in the amount of \$75.00.

BY ALDERMAN BURRELL (29th Ward):

Mr. Jerry Powers, Sr., 5434 West Adams Street -- refund in the amount of \$308.00.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital and Medical Center, 2900 North Lake Shore Drive -- refund in the amount of \$10,915.69.

BY ALDERMAN MOORE (49th Ward):

Rogers Park Post No. 108, 6908 North Clark Street -- refund in the amount of \$100.00.

CANCELLATION OF WATER RATE:

BY ALDERMAN WOJCIK (35th Ward):

Saint Hyacinth School, 3620 West Wolfram Street.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN HAITHCOCK (2nd Ward):

Barry, Jeanne M.	Matthews, Henry B.
Bieganski, Bernyce R.	Miller, Judd L.
Brock, Authur	Morgan, Virginia D.
Bronstein, Irving	Napolillo, Eunice L.
Cahill, Bernice	O'Malley, Joan E.
Chadwick, Muriel	Pomaranc, Ruth
Cox, Adele M.	Raddatz, Robert
Guttman, Sonya K.	Sloan, John S.
Harvey, Marie E.	Sneed, Edward J.
Hill, Peter	Stephens, Josephine
Hoffer, Abraham	Talbot, Donald L.
Kennedy, Helen T.	Vincent, Geraldine E.
Kramer, Ferdinand	Williams, George W.
Lee, William F.	Wright, Christine

BY ALDERMAN PRECKWINKLE (4th Ward):

Adams, Gwenleen	Allen, Alice
Adler, Robert	Anderson, Frank
Ahrens, Robert J.	Anglin, Barbara S.

Askew, James and Essie

Astro, Sylvea

Austin, Adelaide

Ball, Vera J.

Beal, Rufus O.

Beasley, Lillian F.

Becker, Eleanor

Bekenstein, Harry

Belmont, Joseph

Bergman, William

Bergman, William

Bernstein, Everett

Besser, Ann J.

Birch, David

Bleicher, Fay C.

Blumenthal, Milton

Boehm, Berenece

Bornholdt, Laura A.

Bowie, Martha F.

Bradford, Lillian

Brail, Philip S.

Brashers, Mary

Brooks, Beulah R.

Brothers, Jean M.

Brown, Albert B.

Brown, Edward J.

Brown, James S.

Brown, Rosalee

Brown, V. K.

Bruce, Minnie L.

Bryant, Martha H.

Buettner, Gladys B.

Burin, Liselotte

Burnette, Clyde

Burns, Sonya

Byman, Leonard

Bynum, Gloria

Carmichael, Carolyn G.

Carter, Shirley A.

Century, Sol and Lillian

Chappell, Ella

Chissell, Easter L.

Chiu, Herman

Clark, Alta

Clark, Clifford

Clark, Helen B.

Clay, Clifford H.

Clinch, Mary

Cohen, Jerome

Cohen, Kenmore J.

Cohn, Herman

Coleman, Letha M.

Coleman, Robert L.

Conlon, Dorothy T.

Cook, Georgia

Cooley, Mary Ann

Cooper, Max

Cooper, Wylola W.

Covington, Frances

Crown, William R. and Bessie M.

Curriu, Gwendolyn

Daniels, Ada L.

Daniels, Jack and Beverly

Darden, Ethel B.

David, Belle

Davis, Essie W.

Davis, Marcella J.

Davison, Charles A.

Dillard, Dorothy W.

Dolin, Louis D.

Dray, Harold

Duncan, Gwendolyn W.

Duplain, Horace J.

Dupuy, Nelda A.

Ehrman, Max E.

Eisenstein, Rosemary

Ellis, Bernice

Epstein, Raymond

Feldman, Hilda

Fireman, Serena L.

Fisher, Florence A.

Fizer, Eloise M.

Foote, Hattie

Fowler, Alberta

Frankenburger, Margot

Freeman, Mildred

Friedemann, Elliott K.

Friedrich, Lore

Frye, Wynonia

Fuller, Gladys O.

Garland, Vivian

Garlington, Audrey P.

Geaither, Barbara

Geisel, Gustav

George, Eunice A.

Glicken, Grace

Goldberg, Louise

Golding, Evelyn

Goldman, Irene M.

Goodman, Maurice

Gordon, Marceline D.

Gowland, Robert R.

Graham, Carrie

Gratton, David L.

Greenbey, Katherine M.

Greyer, John J.

Grinbarg, Thelma

Gross, Josephine

Hale, Agnes N.

Hanson, Dorothy

Harris, Berthold and Jane

Harris, John

Heard, Aaron

Heller, Elsie

Hervey, Henry P.

Heyman, Dorothy

Hicks, Earl B.

Hill, Norma L.

Hill, Ralph

Hirsch, Syrola R.

Hobbs, Rebecca K.

Holland, Spurgeon W.

Horwitz, Irving

Howard, Evelyn G.

Hull, Reguetta

Hymen, Lorna

Ingwer, Leo J.

Ito, Jean A.

Jackson, Clara W.

Jackson, L. Hannah

Jacobson, Harold

Janus, Mary M.

Jason, Lucille

Johnson, Edward and Carolyn

Johnson, Errington

Jones, Juanita

Jones, Ruth

Jones, Selma M.

Jozsi-Joe, Louisa

Kadison, Adele L.

Kamp, Adele

Katz, Ethelle

Kaye, Adele

Keith, Elizabeth B.

King, Gwendolyn

Koehler, Elsa

Kong, Jana

Kritchevsky, Jerome

Kroll, Hannah L.

Kupper, Helen

Lackner, Charlotte B.

Lansky, Ira

Larson, Thelma E.

Lavicka, Elizabeth B.

Lawrence, Alease

Lawson, Homer D.

Lee, Amy-Ruth

Lee, Felix

Lee, Jennie B.

Lehrer, Rose

Levin, Leo L.

Levine, Eve

Levy, Arnold and Sylvia

Levy, Herbert

Lewis, Jack D.

Lewis, Jack D.

Lewis, Mary J.

Lex, Leonore M.

Lieb, Regina

Lieberman, Gwen

Lieberman, Maurice

Linder, Ursula O.

Lindsey, Marie

Lippert, Robert

Litt, Shirley

Lowenstein, Phyllis

Lublin, Margot

Mack, Beatrice M.

Mack, Mariateresaz

Madison, Earl

Madison, Mercedes

Mallette, Jesse L.

Marcson, Fredrick

Marion, Ester A.

Markheim, Leon S.

Martin, Abbie

Mathews, Martin B.

Maurey, Joseph E.

Maxwell, Floriese

Mayo, Marjorie H.

McCarroll, Antoinette M.

McClellan, Mary

McCoy, George R.

McGlory, Avadner

McNeal, Frankye

Meltzer, Hyman J.

Melzer, Lenore

Miles, Rosalie

Miller, Dorothy H.

Millet, Joseph

Mitchell, Eddlene

Mitchell, Ivory

Mitchell, Marjorie L.

Moman, Jesse L.

Mosko, Milton M.

Moskow, Harry

Myers, John H.

Naylor, Margaret

Neely, Mary D.

Newman, Doris

Novak, Rita D.

Oehme, Mafalda

O'Hara, Helen

Orman, Ann

Pace, Frances M.

Pantsios, Pauline E.

Patillo, Arthur Lee

Patinkin, Harold

Paul, Helen L.

Pelzman, Mildred

Penaloza, Esther A.

Penn, Eileen S.

Perlman, Nellie

Petway, James

Pfankuch, Marie

Pillet, Roger A.

Podolner, Gilbert D.

Polak, Louise L.

Pollack, Hilde

Prejean, Julia A.

Price, Maurice

Priester, Marcus

Pryor, Leroy

Pryor, Lillian W.

Pudik, Edward W.

Pugh, Roderick W.

Pullins, Elsie D.

Punzalan, Aurora E.

Rand, Sylvia

Ravelo, Ambarosia G.

Ray, Hobert L.

Reed, Dorothy and Arthur

Rehbock, Ruth

Reinstein, Miriam

Ries, Cecilie T.

Riskind, Samuel V.

Robertson, John M.

Robertson, Lillie B.

Robinson, Louise M.

Robinson, Penelope A.

Roby, Mary L.

Rosen, Arnold

Rosen, Charlotte and Avram

Rosenstein, Hortense E.

Rosenthal, Hannah

Rosenthal, Shirley L.

Rothbard, Lionel

Rubenstein, Rose

Rubovits, Alice

Russell, Alma V.

Sabath, Esther R.

Salomon, Elsbeth

Salter, James

Sarnat, Edna S.

Savage, David

Saxon, Evelyn M.

Scheff, Lawrence J.

Schmidt, Donna V.

Schmidt, Joseph

Schultz, Benjamin

Schuster, Marjorie

Schwartz, Lillian L.

Segal, Ernestine

Shannon, Myrtle E.

Shapiro, Jean F.

Shapiro, Nathan J.

Shirley, Daniel M.

Shiu, Maurice P.

Shiohara, Elsie

Shufro, Ethel

Sibert, Frederick J.

Sidney, Nontharee E.

Siliger, Agnes I.

Simmons, Charlotte

Simmons, Helen

Simmons, Isaac

Simon, Bernece K.

Simon, Fannie

Simon, Ralph

Simpkins, Katherine L.

Sissman, Teresa A.

Smith, Anne V.

Smith, Jesse

Smith, Lucinda

Smith, Thelma S.

Spencer, Jean F.

Spratling, Zessie M.

Starr, Victoria J.

Stallworth, Eunice G.

Stein, Doris K.

Stern, Jack and Mildred

Stock, Ruth

Sturmack, Louis

Sugarman, Goldie G.

Sumler, James E.

Summers, Georgia

Sumner, Thomas R.

Sutton, Clarence E.

Takaki, Nobuko

Tarson, Phyllis

Thale, Margaret C.

Thomas, Booker T.

Thurman, Willie M.

Tillotson, Edith B.

Towles, Delores

Trotter, Jessye L.

Turner, Virginia B.

Tyler, JoAnn

Tyler, JoAnn E.

Tyskling, Antoinette

Tyson, Helen

Wald, Elise

Walton, Ida	Williamson, Augusta
Waring, Sibil E.	Wilson, Carl and Louise
Washington, Charles	Winslow, Alfred A.
Washington, Clarence	Wolf, Josephine B.
Washington, Gloria H.	Wollenberger, Ruth
Watson, Josephine K.	Wood, Juanita
Weinstein, Seymour	Wood, William S.
Weinstein, Yvonne B.	Woodson, Sara J.
Weissman, Helene	Woolpy, Rose
White, Eugene	Works, Helen M.
White, Mable L.	Yancey, Theresa
White, Naomi	Yancy, Eloise
Whitehill, Otto	Young, Sadie
Wiedemann, Margaret	Yuffy, Bernard
Wielgoz, Karoline	Ziontz, Sylvia
Williams, Vernon, Jr.	Zuckerman, L. S.

BY ALDERMAN BLOOM (5th Ward):

Bevin, Kathryn S.	Schloerb, Mary Jean
Fuerst, Jean S.	Stolhammar, Reuben J.
Goldiamond, Israel	Strickland, Helen L.
Harrison, Anna R.	Thompson, Harold C.
Hoselitz, Bert F.	

BY ALDERMAN STEELE (6th Ward):

Benn, Loftis P.	Marsh, John J.
Bobo, Bertha	McCoy, Rosie
Bradshaw, Nezelle	Moore, Thomas C.
Brown, Evelyn	Roberts, Mary A.
Bryant, Lillie M.	Steele, Henry
Cryor, Jesse	Stewart, Helen H.
Geter, Hester C.	Strawder, Ruth T.
Jackson, Nathaniel S.	Thomas, Nunlee
Jackson, Rosie	Watts, Roberta

BY ALDERMAN BEAVERS (7th Ward):

Thurber, Theresia

BY ALDERMAN DIXON (8th Ward):

Alliston, Birdie L.
Britton, T. C.
Brown, Nadine M.
Forbes, Helen E.
Foster, Joy
Sandifer, Rushell
Watkins, Lee

BY ALDERMAN OLIVO (13th Ward):

Moriarty, Barbara

O'Connor, Maurice

Reidy, Lillian

Valerga, Carmella

BY ALDERMAN MURPHY (18th Ward):

Brevard, Mollie E.

Zaro, Victor F.

BY ALDERMAN RUGAI (19th Ward):

Lotzgesell, Dorothy

BY ALDERMAN LASKI (23rd Ward):

Frontier, Peter

Gottschalk, Florence C.

O'Neal, Ann M.

Rettig, Godfrey J.

BY ALDERMAN MEDRANO (25th Ward):

Aguilar, Adoph

Massolia, Marylyn

BY ALDERMAN WATSON (27th Ward):

McManus, Robert L.

BY ALDERMAN BIALCZAK (30th Ward):

Johnson, Marie

Strhomier, Ellen E.

BY ALDERMAN BANKS (36th Ward):

Bafia, Albina C.

Benages, Adolph

Borondy, Lola

Calvello, Michael

Delzennero, Ann M.

Eiler, Elizabeth

Gens, Henry J.

Golba, Jozef

Grudecki, Genevieve

Kenaga, Howard P.

Laurie, Susanna A.

Lutz, Leon G.

Magnuson, Marie J.

Maynard, Shirley I.

Miello, Betty H.

Moorhead, Elaine

Muenow, Elmer E.

Nicklas, Loretta M.

O'Brien, Grace

Perez, Francisco M.

Petersen, Charles G.

Pilas, Gerald R.

Sahagian, Virginia

Stueben, Eleanor

Talerico, James

Thoss, Virrell C.

Utter, Josephine L.

Zincoris, Robert

BY ALDERMAN ALLEN (38th Ward):

Ciani, Lois M.

Kurz, Hariett M.

Lisack, Margaret S.

Scherer, Charles C.

BY ALDERMAN LAURINO (39th Ward):

Barnett, Joyce L.

Barr, Lawrence

Bennett, Andrew E.

Brown, Seymour

Clapman, Morris J.

Cohen, Sam

Heimberger, Woodrow A.

Komensky, Irving

Kushino, Betty T.

Lavender, Gilbert

Nodzinski, Karol S.

Oshana, Alice V.

Pruchnik, Mary E.

Resnick, Philip

Robot, Alexander

Schwartz, Evelyn

Sorkin, Annette H.

Sutow, Hilda and Melvin

Van Slambrouck, Ann M.

Wasco, Julia

Welsh, Frank M.

Werbo, Mella K.

BY ALDERMAN O'CONNOR (40th Ward):

Abman, Meyer

Blaul, Catherine H.

Boress, Julius

Draher, Patricia Floriani

Edelman, Lillian

Feinberg, Max

Gonnerman, Cecile F.

Guaglia, Beth

Guitart, Eddie J.

Horoczi, Sandor

Kawabata, Mary

Kopol, Maurice

Krause, Sol

Kurshenbaum, Sam

Levin, Mary Ruth

Madenberg, Sara

Maffia, Antoinette

Miller, Fay C.

Petkos, Mike

Pollack, Rose

Quaglia, Beth

Rago, H. Conrad

Remish, Alexander

Schraml, Walter

Schwartz, Marshall

Shear, Harry and Rona

Simon, William

Spanitz, Margaret

Wishinsky, Jehoshua

Wold, Alex

Zilberbord, Samuil

*BY ALDERMAN DOHERTY for
ALDERMAN O'CONNOR (40th Ward):*

Smith, Elsie R.

Whitman, Ann M.

BY ALDERMAN DOHERTY (41st Ward):

Alvarado, Anthony B.

Bruns, Agnes

DeLopez, Frances

Duchin, William T.

Ellinger, Shirley R.

Fazio, Josephine

Filpi, Margaret

Gaskin, Bernice

Head, Dorothy Graham
Lozano, Guadalupe R. G.
Lydon, Sarah A.
Marcuccilli, Helen M.
Mertes, Elmer M.
Micek, Lillian M.
Michelini, Dorothy E.
Micheluzzi, Ferruccio M.

Polizzi, Joseph
Ries, Anita
Thomas, Alberta L.
Tuazon, Ruperta L.
Turadek, Casimira Kay
Wolowicki, Sarah
Zabel, Marion C.

BY ALDERMAN NATARUS (42nd Ward):

Adams, Julius
Adams, Mona B.
Adelman, Harry
Allred, Angela T.
Alper, Howard

Amschler, Alvin J.
Amschuler, Beatrice
Balaban, Elmer
Banayan, Ebrahim and Shamsi
Barrera, Ramon

Barrice, Joseph I.
Beaven, Eileen N.
Bellows, John G.

Birndorf, Beryl A.
Bloom, Edward E.
Blumenthal, Frima H.
Boe, Elaine E.
Boganey, Yvonne J.

Bozich, Michael S.
Brand, Estelle M.
Breslin, Nettie S.
Bristow, Alexandra L.
Bronstein, Majbritt

Busch, Albert I.
Callahan, Helen F.
Canning, Hazel D.

Carey, Joan T.

Carey, William E.

Carey, William E.

Cechner, Robert A.

Clingman, Ann

Cohen, Joseph J.

Cooper, Cora

Cooper, Merrill

Corbett, Roger L.

Cornelius, Nelson D.

Craig, Nancy D.

Cronin, Mary and Robert

Danforth, George E.

Davee, Ken M.

Davis, Faye

Dedeian, Miriam

Demar, Edith F.

Dopichay, Willi

Drexler, Harry

Dunhill, John S.

Dutton, James N.

Dvorkina, Risa

Eisenbeis, Imelda M.

Epstein, Allan E.

Ettelson, Robert G.

Ewing, George R.

Ferris, Mary C.

Ferry, Audrey

Field, Ann C.

Field, Josephyn

Fitzgerald, Helen R.

Franche, Virginia E.

Frazier, Delores T.

Freid, Sally

Freidland, Pearl

Frigo, Johnny V.

Frost, Zona

Fuechslin, Howard

Gahan, Eleanor M.

Gallo, Genevieve

Gardner, Carole

Geocaris, George F.

Gibson, Frances M.

Gillespie, Frank J., Jr.

Ginsburg, Katherine

Ginther, Mary

Goldman, Norma

Goodhart, Jerome

Gorman, Thomas

Gorsline, Kay R.

Graff, Leonard L.

Greenan, Kathleen M.

Groman, Evelyn

Gulis, Harriet

Guthman, Leo

Hance, Harriette

Harper, Alice H.

Harris, Irving

Harris, Marjorie R.

Haug, Elsie

Hausman, Evelyn

Hensel, Nancy F.

Hensler, Alvera M.

Hersh, Jerome I.

Hersh, Jerome I.

Heskett, Byford and Mildred

Hess, Sidney

Hilder, Faye B.

Hill, William H.

Hodgson, Edith

Hollemans, William C.

Hornby, Doris

Horne, Dolores H.

Horwich, Gertrude

Jercinovic, Branko

Johnson, Eunice

Johnson, John

Kahn, Caryl

Kanne, Ione J.

Kanoff, Morton H.

Kantowicz, Norbert

Kaplan, Morris

Katzman, Etta

Kavka, Jerome and Georgine

Keller, Doris Jean

Kerman, Alma

Kiven, Norman M.

Koopersmith, Betty F.

Kovacevic, Radoslav

Kramer, Mildred P.

Kruger, Richard

Kupferberg, Irving

Kurland, Genevieve

Lampe, Evelyn J.

Lang, Roy

Larsen, Gerald H.

Lawrence, Bessie

Lawrence, Rita and Donald

Leirbson, Benton E.

Levine, Edward

Levine, Shirley

Lippa, Portia

Lipschultz, Gloria

Loucks, Ralph

Lovett, Leonard C.

Lupton, Mary B.

Malkin, Evelyn

Mallin, Millie

Manning, Kent R.

Mayer, Lee F.

Meltzer, Zellia

Mendelson, Rhoda S.

Meyer, Lee F.

Mikros, Dionysios S.

Miller, Alice C.

Miller, Betty L.

Miller, Ira

Miller, Olive E.

Miller, William

Minuth, Robert E.

Misirow, Freda

Mitchell, Joy

Moffatt, Elizabeth B.

Mogilner, Shirley

Moran, Ruth H.

Morgan, Vernile M.

Mulican, Charles L.

Musick, Jack

Nakauchi, Miwako

Nelson, Mae

Nye, Joan M.

O'Keeffe, William

Olin, Larry G.

O'Shea, Mary Florence

Palmer, Karl R.

Panos, Marian C. and
Caruso, Angeline

Peck, Donald V.

Pedroso, Aldo

Perlman, Anita

Peterson, Dorothy

Petlitzey, Betty B.

Phillips, Sue

Pioneer Bank & Trust Co.,
as Trustee for Lorraine Nilsen

Poole, Thomas

Popeil, Elosie L.

Potter, Chad J.

Prantis, Anna K.

Price, Harry H.

Priester, Glen E.

Pritikin, Renee Z.

Pritzker, Jay and Marian

Pucci, Lawrence

Querfeld, Christine

Rathke, Kenneth

Ratner, Harriet

Reed, Marjorie

Resnick, Roland S.

Rice, Duane

Rice, Melba L.

Riffner, Anna

Ripps, Harris

Rissman, Burton R.

Robin, Albert

Rodgers, Elizabeth

Rodriguez, Maria I.

Roe, Florence

Roer, Bernard G.

Roland, Charles F.

Ronk, Robert

Rootberg, Philip

Rosen-Edes, Claire

Rosenbaum, Gabriella

Rosenberg, Norma K.

Rosenblum, Beatrice

Rosenbluth, Marion E.

Rosenfield, Martin

Rosin, Joseph

Ross, Sol

Roth, Herbert L.

Rothschild, Adele W.

Rothschild, Viola

Rothstein, Ruth M.

Roviaro, Vivian

Rubenstein, Jean and Sam

Rubovitz, Ruth

Ruby, Beatrice

Ruisard, Dorothy B.

Ryan, Angela A.

Ryan, Kay May

Samuels, Howard

Schacht, Ada E.

Schaef, Kathryn B.

Schaller, Leonard

Schatz, Martin

Scher, Dorothy

Scher, Roger

Schick, Rosemary

Schieber, Nathan L.

Schiller, Sidney S.

Schimberg, Alice

Schimberg, Bruce A.

Schimberg, Sadye E.

Schirn, Janet

Schlanger, Irene T.

Schlessinger, Shirley E.

Schliekin, Lewis W.

Schlossberg, Devorah P.

Schneider, Joseph

Schoenberg, Irene T.

Schrager, Elsa

Schultz, Corinne G.

Schwartz, Harold

Schwartz, Muriel H.

Schwartz, Robert

Schwartz, Vera I.

Schwerson, Ester

Schwimmer, Faye

Sciaky, Maurice

Seman, Ruth

Serafinas, Adel

Serota, Phyllis H.

Shanoff, Audrey F.

Shanoff, Rose M.

Shao, Pat

Sharp, Charles D.

Shavin, Edna D.

Sheldon, Carol
Shelley, Arlene T.
Sher, Harry
Sherer, Carroll
Shields, Flora and Alvin

Shifrin, Martin
Shlaes, Ruth
Shore, Jack
Shorr, Donald D.
Shorr, Philip C.

Shughrou, Patricia
Shurpit, Jo Ann J.
Sideman, Ardyth
Sider, Will
Siegel, Sylvia

Silberman, David, Jr.
Silfen, Stuart A.
Silton, Herbert
Silverman, Martin L.
Silverman, Nettie R.

Simon, Joy
Sincere, Lois
Sinko, Thelma

Siragusa, Ross
Sitarski, Jean
Sivage, Elizabeth
Skaljak, Mary O.
Skirow, Miriam

Skok, Thomas
Smart, Kathryn J.
Smith, Fern
Smith, Ralph and J.
Smolka, Jerry A.

Sparagana, Mario
Springer, Eleanor V.
Sproesser, Nils
Stacel, Marie B.
Stan, John J.

Star, Zelda
Stark, Leonard W.
Steadman, Glynn
Steel, Helen
Stefanik, Florence I.

Steffens, Myron
Stein, Benjamin
Stein, Catherine H.

Stein, Harold	Swirski, Mieczyslaw M.
Stein, Louis	Taylor, Catherine R.
Stein, Sylvia	Telingator, Richard H.
Steinkamp, Edith D.	Thomas, Lawrence W.
Stephens, Evelyn M.	Tice, Robert D.
Stephenson, George	Traub, Myra
Stern, Alfred	Tremaine, Richard S.
Stern, Bernice	Troka, James
Stern, Gardner H.	Tsaoussis, Themis S.
Sternfield, Lucile	Ukman, Alvin
Stevens, Doris L.	Van Sickle, Violet M.
Stevens, Marzalie	Ventura, Frank
Stiefel, Jeane	Vesselinovitch, Dragoslava
Stiffel, Esther	Vogel, Diane
Stone, Jerome	Warber, Frank W.
Stone, Norma	Weber, Werner
Storako, Jeanette J.	Webster, Elizabeth
Strauss, Sylvia M.	Weiss, Rosalie
Sumner, Theresa E.	Wells, James M.
Sutton, Arleen H.	Wendorf, Herman
Sutton, Marshall	Werd, Dorothy A.
Swade, Ruth	Wessel, Sam
Swearingen, John E.	Wexler, Carole

Wexler, Lenore L.

Wexler, Ruth

White, Edward M.

White, Ilse

Whitfield, Allan

Whiting, Willie

Wieting, Nancy R.

Wilkins, Leona B.

Will, Hubert

Willett, Phyliss

Willhoite, Betty

Williams, Herbert G.

Willis, Arnold

Winicour, Yetta

Wiselman, David

Wishnick, Maxine S.

Wiszowaty, Helen J.

Witherell, Elisabeth

Wolff, Gladys

Wolfram, Elfredal L.

Wolke, Marshall

Woolford, Hiawatha

Wynn, Gladys

Yonover, Melva

Young, Flave

Zelak, Rose

Zelenka, Harriet E.

Zimmerman, Edgar

Zuckerman, Morris M.

BY ALDERMAN BERNARDINI (43rd Ward):

Arbetman, Sylvia

Arnold, Helen Jean

Cafferty, Dorothy

Dawson, Hanley Joyce

Didomenico, Marie

Dombrowski, Marion B.

Draft, Harry E.

Friedman, William and
First National Bank of Chicago

Grant, Gordon P.

Ibsen, Elmira

Lee, Michael M.

Levy, Bernard M.

Levy, Mary

Lifton, Robert B.

Morgan, Marilyn M.

Ollendorff, Klaus

Rubin, Adele

Sethness, Mary G.

Stone, Martin J.

Zarzycki, Alice

Zeno, Jill B.

Zurflil, Viette

BY ALDERMAN HANSEN (44th Ward):

Ballis, Helen Jetta

Bauer, Charlotte

Bernstein, Dorothy and
Schlerman, Esther

Donath, Ingrid

Edelson, Armin

Gorin, Marian

Hurst, Gladys

Klinger, Helen and Lee

Korer, Norman

Korman, Jack

Levitt, Melvin

Long, James

Mintz, Harry

Schain, Harold and Jean

Schienberg, Morris

Siegel, Sarah

Sierra, Sali

Steinitz, Franz

Synchef, Rena

Wechsler, Ruth

Weiss, Ella

Worth, Paul

BY ALDERMAN LEVAR (45th Ward):

Adams, James

Adrian, Catherine

Albano, Mae

Alken, Marie

Bachar, John
Bachara, Genevieve
Back, Catherine
Bakierowska, Kazimiera
Bartz, Genevieve

Baumet, Harold
Baumgartner, Ernest
Beatty, Virginia
Beggerow, Lynnea
Bellezzo, John

Bilanski, Josephine
Biltenbinder, Christopher
Bodine, Jean
Boettcher, Dorothy
Boettcher, Edward

Bogucki, Vincent
Boksa, Stanislaw
Boratyn, Joane
Borowski, Euphemia
Bozeday, Eva

Braun, Emma
Brodzinski, Sophie
Brown, Bettie

Brown, Valentine
Bukar, Agnes
Burlinski, Richard
Burns, Thomas
Burns, William

Bursztynsky, Daria
Busulovich, Osman
Caboor, Raymond
Cafferata, Katherine
Calabrese, Thomas

Cameron, Hugh
Caprio, Joseph
Caprioli, Irma
Carazzo, Phyllis
Carbone, Eugene

Carlson, Robert
Casten, Nellie
Chiappe, Nancy Lou
Chipei, George
Citko, Stanley

Cloherty, Grayce
Costabile, Frank
Courtney, Nora

Cullen, Vera	Frederick, Katherine
Cutaia, Margaret	Fredrikson, Elinor
Dawood, Youarish	Freeman, Ruth
Demartino, Ruth	Frese, Anna
Dembinski, Raymond	Frey, Helene
Dembski, Dorothy	Fricke, Gladys
Derkowska, Leokadia	Gambelli, Geraldine
Deuben, Herman	Gantz, Adelle
Dhein, Dorothy	Gawel, Margaret
Dietzel, John	Gebavi, Katharina
Diluia, Agnes	Geist, Edith
Doerr, Lillian	Gelb, Richard
Doktor, Dorothy	Georgevich, Mary
Dove, Rose	Getz, Marie and Helen
Dowd, Walter	Gianakopoulos, Mary
Dudek, Anna	Gobeyn, Florence
Dunn, Larita	Gormley, John
Edwards, Frances	Grigg, Albert
Eklove, Elizabeth	Grispino, Louis
Elke, Marie	Gromer, Ruth
Fergon, Dorothy	Gross, Maxine
Francisco, Cassius	Gualano, Antoinette
Franzen, Florence	Gurney, Mary

Gutchman, Gloria

Hamal, Hrisoula

Harte, Elaine

Haug, Adeline

Heisler, Therese

Hentschel, Emmy

Hermann, Dorothea

Hobert, Evelyn

Hoffman, Amelia

Honeycutt, Rosa

Houston, Edward

Houston, Helen

Ireland, Genevieve

Jacobsen, Lillian

Jakymiw, Mary

Jankauskas, Stella

Janowiak, Emily

Janowiak, Jane

Janusz, John

Janz, Elizabeth

Jelisauka, Brankovic

Jensen, Mary

Johnson, Raymond

Johnson, Ruth

Jozwiak, Lorraine

Justus, Edward

Kaminski, Jean

Kamradt, Frank

Kashuba, Frances

Kazonovitz, Irving

Kees, Marie

Kellogg, James

Kibartas, Marie

Kidwell, Catherine

Kirchberger, Joan

Kittler, Irene

Kitzke, Clara

Klockowski, Anna J.

Knees, William

Kneisel, Claire

Kokkelenberg, Caroline

Kolodziej, Janine

Konecki, Zenaida

Kordalewski, Irene

Kowalski, George

Kraemer, Mildred

Krupa, Sophia

Krupica, Fred

Kubon, Julia

Kuenstle, Adeline

Kurz, Anna

Lambrecht, Evelyn

Lane, Clara

Larson, Stina

Latoszynski, Halina

Lazar, Maria

Leimetter, Virginia

Leland, Leonard and Helen

Lewandowski, Frances

Lewandowski, Pearl

Licato, Russell

Lichuar, Nicholas

Liskevych, Anna

Loeger, Richard

Loughran, Cecelia

Lowczynski, Wanda

Lundblad, Carol

Lundman, Jennie

Malek, Rita

Mansour, Kamal

Markiewicz, Angeline

Markley, Julie

Marshall, Stephanie

Martinez, Rosemarie

Matthews, Dorothy

Matthews, Lillian

McCarthy, William

McNulty, Patrick

Meger, Jean

Melichar, Joseph

Merle, Magdalen

Merszi, Margaret

Michalak, Harry

Miecznikowski, Frances

Mielcarek, Edward

Miner, Elsie

Miskovitz, Eva

Moga, Anna

Murano, Marie

Netter, Arthur

Nicholas, Helen

Nodland, Janna

Nordstrom, June
Norsworthy, Ann
North, George
Oberting, Marie
O'Byrne, Mary

Orloff, John
Ortoleva, Eleanor
Oskroba, Stephen
Osrtowski, Adam
Otte, Harriet

Oxford, Opal
Paglini, Ann
Palazzotto, Sam
Paskvan, Marian
Piekari, Mary

Piekari, Stefahia
Popova, Ruja
Posner, Bessie
Quirk, Frances
Ralicki, Arthur

Rapp, Edna
Redmond, Dolores
Repel, Sophie

Reynolds, Donald and Mary
Rizzo, John and Lillian
Robek, Anna
Rokicki, Robert
Rossi, Andrew

Rossini, Anita
Rowley, Teresa
Sanders, Leroy
Sarafolean, Patricia
Savarese, Annie

Schmidt, Heinz
Schmidt, John
Schultz, Betty
Scott, Sue
Sedore, Claire

Semkiu, Walter
Sheehan, John
Shepack, John
Shortino, Marion
Sihler, Franz

Skiba, Edward
Smogolski, Ervin
Smolenski, Stansislaus

Spallino, Celia	Viелands, Guna
Stasulas, Walter	Virnich, Elsie
Step, Henrietta	Vitek, Franklin
Strzalkowski, Ralph	Vitous, Irene
Strzelec, Albina	Webber, Catherine
Sturomski, Josephine	Weber, Norma
Styburski, Sophie	Werti, Evelyn
Such, Joseph	Weslow, Carmella
Sukiennik, Bernice	Wettermann, Elsie
Sweeney, Nora	Wheeler, Margaret
Sylvester, Rose	Wiertel, Diane
Sziarek, Edward	Wierzbicki, Wacław
Szuchart, Zbigniew	Wilson, Joan
Szymczak, Mary	Wilson, June
Tabor, Sophie	Wirth, Charlotte
Taffs, Audrey	Witcher, Cleonora
Tandel, Robert	Wnuk, Janina
Targosz, Stellann	Wojton, Victoria
Ternes, Anna	Wozniewski, Genevieve
Thomas, Opal	Wrobel, Eleanor
Towns, Emily	Wrona, Ruth
Tylutki, Alice	Yamasaki, Yukio
Vaglica, Peter	Yoshitumi, Kaye

Zahn, Nicholas

Zika, Julia

Zalesny, Walter

Zismer, Grace

Zanko, Lois

Zumpf, John and Thelma

Zermer, Dolores

Zwiefka, Irene

BY ALDERMAN SHILLER (46th Ward):

Bennett, Sylvia K.

Mori, Hiroshige

D'Alfonso, Antonio

Nikitovich, Paul K.

Dale, Helen J.

Pinsky, Sylvia

Dim, Dena R.

Portnov, Iakov

Fitzgerald, Frank S.

Riggan, Byron W.

Greenbaum, Kay

Russell, Kathryn

Hardie, Thomas C.

Schiffman, Marie

Hayden, Beverly R.

Siegal, Ruth

Johnson, Irene

Smith, Mozella

Kaufman, Sylvia H.

Turner, Richard

Kepner, Madeline

Vanella, Gertrude

Lipofsky, Mildred

Willey, Ann L.

Lukes, Frank

Zmugg, Helene

Mathews, Elsie

BY ALDERMAN SCHULTER (47th Ward):

Kantor, Anna

BY ALDERMAN M. SMITH (48th Ward):

Bern, David S.

Bilhorn, Robert

Block, Jean

Bloom, Rae

Blum, Eleanor

Buchsbaum, Genevieve J.

Crane, Mary M.

Davis, Alvin

DeBoer, Dorothy L.

Duke, Edward D.

Flavin, Joan D.

Freeland, Herman

Fruehauf, Marianne G.

Geanakopulos, Bessie

Geishecker, Dorothy

Genualdi, Frank

Gilbert, Betty

Graff, Mollie

Green, Signe

Grist, Samuel W.

Hanchett, Thelma L.

Hanson, Alyce Marie

Heinrichs, Erich and Tamara A.

Israelstam, Herbert

Jensen, Wilma

Kale, Laura O.

Kurnick, Ann E.

Lehn, Florence

Mellick, Eleanor

Nickels, Phyllis O.

Pearlman, Irving

Perez, Eurico

Rosen, Roma

Ruppeck, Ann

Sanz de Santamaria, Beatriz

Schachter, Samuel

Seabrook, Sue H.

Seligman, Goldie

Silverman, Milton and Bertha

Spiegel, Renate

Swirsky, Abel D.

Thomas, Henry I.

Uretsky, Celia K.

BY ALDERMAN MOORE (49th Ward):

Brancatini, Georgette

Doebler, Betty M.

Hirsh, Gordon B.

Kesner, Anette L.

Lutz, Fannie

Neiman, Morton

Wing, Lin

ALDERMAN STONE (50th Ward):

Akwa, Evelyn C.

Arlin, Rose

Burns, Ben

Bzdusek, Anna

Cizek, Samuel

Cote, Marilyn

Detlow, Mary Ann

Feldman, Sophie

Fox, Magdalena

Funtowitz, Sol

Furlong, Leona

Goldberg, Ruth

Goldfarb, Nathan

Goodman, Anne

Grebe, Dolores A.

Greenstein, Rebecca

Hortwitz, Leo and Sharon

Kanter, David

Kaplan, Mildred L.

Kleinberg, Milton

Korostoff, Paul

Kroisberg, Jane and Bernard

Kuklin, Loretta

Lazar, Saul

Levitansky, Helen

Loeb, Eugene

Naiman, Albert and Nettie

Nochumson, Rose

Perlowsky, Esther H.

Rabiner, Lillian

Rattner, Moe L.

Rhine, Ruth

Rivadeneira, Elba

Schlenvogt, Mary

Rogowin, Aron

Schub, Charles M.

Ross, Selma

Snay, Robert

Rubinow, Solomon

Stavy, Beatrice

Rudy, Morris

Steinberg, Irving

Ruthman, Frances

Weiser, Ellen

Sagalovich, Roza

White, Esther

Sarnat, Emily

Zackai, Deborah

Sayad, Virginia

Zucker, Mina

Schlagger, Tillie

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (April 12, 1995).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on April 12, 1995 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal, as follows:

Page 66839 -- by deleting the words "Referred to the Committee on Economic and Capital Development" appearing in the last two lines of the page and inserting in lieu thereof the words "Referred to the Committee on Finance".

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*.

JOURNAL CORRECTION.
(November 30, 1994)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 30, 1994, as follows:

Page 62319 -- by deleting the page reference "62319" appearing in the twenty-second line from the top of the page and inserting in lieu thereof the page reference "62326".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

Committee Discharged -- COMMITTEE ON FINANCE DISCHARGED
FROM FURTHER CONSIDERATION OF ORDINANCE TO
ESTABLISH MUNICIPAL ELECTED OFFICIAL
COMPENSATION REVIEW BOARD.

Alderman Burke presented the following motion:

Pursuant to Rule 41 of the Rules of Order and Procedure of the City Council, I move to *Discharge* the Committee on Finance from further consideration of an ordinance introduced on January 12, 1995, which ordinance would establish a Municipal Elected Official Compensation Review Board.

The motion *Prevailed* by a viva voce vote.

Alderman Mazola presented the following substitute ordinance:

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

SECTION 1. Section 2-8-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-8-040 Compensation For Aldermen.

The salary of aldermen elected in [1991] *1995* and during any other term thereafter [, unless otherwise provided by law] shall be at a rate of [\$55,000.00] *\$75,000.00* per annum.

No other City of Chicago salary shall be allowed any alderman except as herein provided.

SECTION 2. Section 2-152-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-152-050 Salaries -- Annual Appropriation -- Clerk, Treasurer And Mayor.

The salaries of all officers and employees of the City, not otherwise fixed, shall be determined and fixed by the City Council in the annual appropriation ordinance.

The annual salaries of the *following* officers [hereinafter mentioned] *elected in 1995 and during any term thereafter* are hereby fixed as follows:

City Clerk	[\$85,000.00]	<i>\$105,000.00</i>
City Treasurer	[85,000.00]	<i>105,000.00</i>
Mayor	[115,000.00]	<i>170,000.00</i>

The salaries of all officers and employees shall be as herein provided regardless of any prior inconsistent statute or ordinance.

SECTION 3. The Annual Appropriation Ordinance for the year 1995 as previously amended is hereby further amended by striking certain language and figures and inserting certain language and figures as indicated in the attached Exhibit A.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To The 1995 Annual Appropriation Ordinance.

100 -- Corporate Fund

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	Office Of The Mayor -- 01				
	Office Of The Mayor -- 2005				
	Executive -- 3005				
9901	Mayor	1	\$ 115,000	1	\$ 170,000
	Less Turnover		103,852		122,185
	City Council -- 15				
	City Council -- 2005				
	City Council -- 3005				

68338

JOURNAL--CITY COUNCIL--CHICAGO

4/15/95

Code	Department And Item	Strike No.	Amount	Insert No.	Amount
9601	Alderman	50	\$ 55,000	50	\$ 75,000
	Less Turnover		0		333,333
	City Clerk -- 25				
	City Clerk -- 2005				
	Administration -- 3005				
9925	City Clerk	1	85,000	1	105,000
	Less Turnover		37,198		43,864
	City Treasurer -- 28				
	City Treasurer -- 2005				
	Administration -- 3005				
9928	City Treasurer	1	85,100	1	105,000
	Less Turnover		60,155		66,821
	Finance General -- 99				
	Other Operating Expenses -- 2005				
.0051	Claims under Unemployment Insurance Act		3,286,000		2,555,998

Alderman Burke moved to *Substitute* the foregoing proposed ordinance for the ordinance discharged from the Committee on Finance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Laski, Miller, Medrano, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Natarus, Bernardini, Hansen, Schulter, Moore, Stone -- 38.

Nays -- Aldermen Murphy, Munoz, Ocasio, Watson, Doherty, Shiller, M. Smith --7.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Laski, Miller, Medrano, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Natarus, Bernardini, Hansen, Schulter, Moore, Stone -- 38.

Nays -- Aldermen Murphy, Munoz, Ocasio, Watson, Doherty, Shiller, M. Smith --7.

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

Alderman Burke requested that the record reflect that the said passed ordinance was transmitted to the Mayor, who affixed his signature to said document at 1:50 P.M..

The following is said ordinance as passed:

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

SECTION 1. Section 2-8-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-8-040 Compensation For Aldermen.

The salary of aldermen elected in [1991] 1995 and during any other term thereafter [, unless otherwise provided by law] shall be at a rate of [\$55,000.00] \$75,000.00 per annum.

No other City of Chicago salary shall be allowed any alderman except as herein provided.

SECTION 2. Section 2-152-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

2-152-050 Salaries -- Annual Appropriation -- Clerk, Treasurer And Mayor.

The salaries of all officers and employees of the City, not otherwise fixed, shall be determined and fixed by the City Council in the annual appropriation ordinance.

The annual salaries of the *following* officers [hereinafter mentioned] *elected in 1995 and during any term thereafter* are hereby fixed as follows:

City Clerk	[\$85,000.00]	<i>\$105,000.00</i>
City Treasurer	[85,000.00]	<i>105,000.00</i>
Mayor	[115,000.00]	<i>170,000.00</i>

The salaries of all officers and employees shall be as herein provided regardless of any prior inconsistent statute or ordinance.

SECTION 3. The Annual Appropriation Ordinance for the year 1995 as previously amended is hereby further amended by striking certain language and figures and inserting certain language and figures as indicated in the attached Exhibit A.

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

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".**Amendments To The 1995 Annual Appropriation Ordinance.*

100 -- Corporate Fund

Code	Department And Item	Strike No.	Amount	Insert No.	Amount
	Office Of The Mayor -- 01				
	Office Of The Mayor -- 2005				
	Executive -- 3005				
9901	Mayor	1	\$ 115,000	1	\$ 170,000
	Less Turnover		103,852		122,185
	City Council -- 15				
	City Council -- 2005				
	City Council -- 3005				
9601	Alderman	50	55,000	50	75,000
	Less Turnover		0		333,333
	City Clerk -- 25				
	City Clerk -- 2005				
	Administration -- 3005				
9925	City Clerk	1	85,000	1	105,000
	Less Turnover		37,198		43,864

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	City Treasurer -- 28				
	City Treasurer -- 2005				
	Administration -- 3005				
9928	City Treasurer	1	85,100	1	105,000
	Less Turnover		60,155		66,821
	Finance General -- 99				
	Other Operating Expenses -- 2005				
.0051	Claims under Unemployment Insurance Act		3,286,000		2,555,998

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Three members of the Gary, Indiana City Council: The Honorable Richard Comer, Deputy Mayor, The Honorable Gerald B. Hayes, 2nd District Councilman and The Honorable Roy Pratt, Councilman-At-Large, accompanied by Mr. MacArthur Drake, Special Counsel to the Mayor and Mr. Willie Harris, Attorney for the Council.

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 Saturday, the fifteenth (15th) day of April, 1995 at 10:30 A.M., be and the same is hereby fixed to be held on Monday, the first (1st) day of May, 1995 at 12:00 Noon, at the Auditorium Theatre.

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, Haithcock, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 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 Monday, May 1, 1995 at 12:00 Noon in the Auditorium Theatre at Roosevelt University, 50 East Congress Parkway.

A handwritten signature in cursive script, reading "Ernest R. Wish".

ERNEST R. WISH,
City Clerk.

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 Monday, May 1, 1995 at 12:00 Noon in the Auditorium Theatre at Roosevelt University, 50 East Congress Parkway.

ERNEST R. WISH,
City Clerk.

